

# REQUEST FOR QUALIFICATIONS

RFQ No. AE-1933



## PORT & MARITIME ELECTRIFICATION PLAN

**RFQ DUE DATE: WEDNESDAY, FEBRUARY 28, 2024, 2:00 PM (ET)**

**Sandra Platt, Sr. Contract Specialist**

[Sandra.Platt@JAXPORT.com](mailto:Sandra.Platt@JAXPORT.com)

PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

[JAXPORT.com/procurement/active-solicitations](https://www.jaxport.com/procurement/active-solicitations)

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## **ATTACHMENTS**

- A. Acknowledgment of Addenda and SOQ Signature Page
- B. Conflict of Interest Certificate
- C. Public Entity Crimes Sworn Statement
- D. Certification Regarding Lobbying
- E. E-Verify
- F. Professional Services Agreement
- G. Required Limits of Insurance
- H. How to Submit Your Bid Response in E-Builder
- I. Article V – SEB Participation

## **EXHIBITS**

- A. JAXPORT 2022 PIDP Narrative
- B. USDOT Grant Agreement

# NO BID RESPONSE

## PORT & MARITIME ELECTRIFICATION PLAN

RFQ NO. AE-1933

PROJECT: PORT & MARITIME ELECTRIFICATION PLAN

BID OPENING DATE: WEDNESDAY, FEBRUARY 28, 2024      TIME: 2:00 PM (ET)

If your firm does not intend to submit Statement of Qualifications for this project, please provide us with the information requested below and e-mail to [Sandra.Platt@JAXPORT.com](mailto:Sandra.Platt@JAXPORT.com)

NAME OF FIRM: \_\_\_\_\_

We are unable to submit SOQ's for this project for the following reasons:

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: (    )

We (    ) are / (    ) are not interested in submitting SOQ's for similar JAXPORT projects in the future.

**REQUEST FOR QUALIFICATIONS  
PORT & MARITIME ELECTRIFICATION PLAN  
JACKSONVILLE PORT AUTHORITY  
CONTRACT NO.: AE-1933  
PUBLIC NOTICE**

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The JPA is requesting Statements of Qualifications (SOQ's) from Professional Engineering Consultant Firm's interested in providing consulting, design and planning services for a PORT & MARITIME ELECTRIFICATION PLAN for the Jacksonville Port Authority.

The JPA will utilize an external Professional Engineering Consultant Firm to provide all labor, materials, and expertise to develop a Port and Maritime Electrification Plan (PMEP) The PMEP will establish a comprehensive plan for the strategic deployment of infrastructure, which will minimize cost, support future deployments of zero or near zero emission (ZE) technologies, and evaluate opportunities to deploy renewable energy and microgrid systems throughout JAXPORT. This includes, but is not limited to, coordination and engagement with JAXPORT leadership and port tenants, the local utility, cargo stakeholders, engineering firms and advanced technology developers, and the review of relevant planning documents, policies and codes, assessment of baseline vehicles and equipment.

Submission of SOQ's does not guarantee your company will receive a contract from the JPA, nor does it imply that your company has any type of procurement/contractual relationship with the JPA now or in the future. Information provided by your company will be treated in a reasonable manner and will be subject to disclosure pursuant to the laws of the State of Florida.

Concurrent with this policy, the JPA conducts its procurement activities and formal bid processes in a competitive environment that fosters equal opportunity for qualified companies to provide services that meet our requirements.

A Pre-Submission Meeting will be held on **MONDAY, JANUARY 22, 2024 at 10:00 AM (ET)**,  
via "ZOOM Meeting" at  
**<https://us02web.zoom.us/j/85663999142?pwd=TnRBOi9SRXVINTJGeGRUZIO2VzVLZz09>**  
**Meeting ID: 856 6399 9142**  
**Passcode: 463126**

Attendance is highly recommended but not required for any firm that may be considering submitting Statement of Qualifications.

**[ALL STATEMENTS OF QUALIFICATIONS WILL BE RECEIVED BY JPA'S PROCUREMENT SERVICES IN PDF FORMAT ONLY THROUGH E-BUILDER UP TO 2:00 PM \(ET\), ON WEDNESDAY, FEBRUARY 28, 2024.](#)**

The Request for Qualifications document can be obtained from our website: <https://www.jaxport.com/procurement/active-solicitations/>. If you should have any questions regarding this application package, please submit them by e-mail to Sandra Platt, Manager, Procurement Services at: [sandra.platt@jaxport.com](mailto:sandra.platt@jaxport.com) or through E-Builder.

<b>SECTION 1</b> <b>REQUEST FOR QUALIFICATIONS OVERVIEW, RESPONSE PROCEDURES AND SCHEDULE OF EVENTS</b>
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**1.01      OVERVIEW**

The Jacksonville Port Authority (JAXPORT) is a full-service international trade seaport 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 a total of 9.9 million tons of cargo in 2020, including more than 1.27 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and 550,000+ 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 Intermodal Container Transfer Facilities (ICTF). 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.

**1.02      PURPOSE**

The JPA is requesting Statements of Qualifications (SOQ's) from professional Consultant Firm's interested in providing services for **Port and Maritime Electrification Plan** for the Jacksonville Port Authority. The JPA is specifically seeking a Consultant Firm capable and with experience in providing professional engineering consulting, design and planning services for commercial and industrial electrification for ports, marine terminals, and intermodal facilities of a similar size or scope.

The professional engineering consultant services will be procured in accordance with the Consultant's Competitive Negotiation Act (CCNA), adopted by the Florida Legislature in 1973, under Section 287.055, Florida, Statutes, as amended, which requires state government agencies, municipalities or political subdivisions, school boards and school districts, to select a consulting firm based on qualifications rather than on a lowest bid basis. For purposes of this RFQ the terms "Consultant Firm", "Consultant" and "Proposer" are used interchangeably.

The Consultant Firm shall not assign or subcontract any professional work of the contract to any other entity without the specific written permission and acceptance of the JPA. All services shall be rendered in individually authorized projects.

### **1.03 QUALIFICATION AND SUBMISSION PROCESS**

The procurement of the Consultant Firm Services for **Port and Maritime Electrification Plan** for the JPA will follow a phased selection process consisting of submission of SOQ's in response to this advertisement. Submittals will be reviewed and evaluated based on minimum requirements and then qualifications to perform the services required. At the JPA's discretion, at least three Proposers may be invited to make oral presentations/interview prior to final selection. Such oral presentations/interviews will be scheduled at the JPA's convenience. The JPA will not be liable for any costs incurred in connection with such oral presentations/interviews. The JPA is not required to contact a Proposer to obtain additional information to evaluate the SOQ's; however, JPA may elect to do so. The JPA will make an award based on the Proposer's ability to meet JPA's needs and requirements, based on the Evaluation Criteria as shown on Section 5.01, and 5.02 of this RFQ.

The SOQ's developed in response to this advertisement shall focus on demonstrating **capability and professional expertise** to perform the noted work. Any subsequent oral presentations/interviews, to be completed only by the selected Proposers, will provide the Consultant Firm with the opportunity to specifically present their approach to the Project in the areas noted in Section 3 – Scope of Work of this RFQ.

The Consultant Firm selection process will be in accordance with Section 287.055, Florida Statutes, as amended, the Consultants Competitive Negotiation Act (CCNA) based on information provided by the Proposer's SOQ's and, if shortlisted, subsequent, oral presentations/interviews.

It is anticipated that respondents to the RFQ may consist of a Consultant Firm comprised of a Consultant leading the Team with one or more sub consultants to supplement the Consultant's resources within specific areas of expertise. The Consultant Firm serving in the role as a Consultant on a Consultant Team will be limited to participating only on that Consultant Team for which they are the Consultant. Sub consultants will be allowed to participate on more than one Consultant Firm Team.

#### **1.04 REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS**

All SOQ's shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. All information requested must be submitted.

All SOQ's shall be a maximum of twenty-five (25) 8-1/2-inch x 11-inch single sided pages. The required documentation in Section 4 is not a part of the twenty-five (25) pages maximum. Cover Letter and Table of Contents included. Front and Back covers and Tabs are not counted. Text shall be a minimum font size of twelve (12) on all text and tables.

Statements of Qualifications and all required supplemental material listed in **Section 4.01**, must be submitted in **PDF Format Only** through E-Builder. SOQ's and supplemental documents submitted through Email or Fax will not be accepted or considered. **Until further notice, JAXPORT is not accepting any SOQ packages submitted by mail or hand-delivery. Please visit the JAXPORT's website at [www.jaxport.com](http://www.jaxport.com) for more information and updates.**

The PDF file name should read **"RFQ AE-1933"**.

**SOQ'S MUST BE SUBMITTED THROUGH E-BUILDER,  
PRIOR TO 2:00 PM (ET) ON WEDNESDAY, FEBRUARY 28, 2024**

#### **JOIN ZOOM MEETING:**

**Meeting URL:** <https://us02web.zoom.us/j/81757146492?pwd=SEdEQVByMjlyb3YxZm41VmJzODdKZz09>

**Meeting ID:** 817 714 6492

**Passcode:** 903506

"How to Submit Your Bid Response in E-Builder" is provided as **Attachment "H."** For 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>

**Proposals must be submitted prior to 2:00 PM (ET), WEDNESDAY, FEBRUARY 28, 2024. The submit button in E-Builder will deactivate at exactly 2:00 PM and you will not be permitted to submit your proposal regardless of where you are in the process. Please plan accordingly.**



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

Each individual SOQ shall contain the following information:

1. The Proposer Identification/Authorized Signatories, the legal name, address, and telephone number of the Proposer (corporation, firm, partnership, individual, or sole proprietorship). SOQ's shall be signed above the typed or printed name and title of the signer. SOQ's must be signed by an individual with the authority to bind the Proposer. The signature of Authorized Representative on the SOQ must be made by an officer of the Proposer if the Proposer is a corporation, by a partner if the firm is a partnership, or by the proprietor, if the firm is a sole proprietorship.
2. Minimum Requirements - In order to be considered responsive to this RFQ, Proposers should provide the following documentation with their SOQ submittal. This documentation should be included in a separate section designated "**Required Forms and Documentation**" and is not included in the SOQ page limitation. A Proposer's SOQ that does not include this documentation may be deemed non-responsive. Additionally, if the Proposer's submitted documentation does not, in the sole opinion of JPA, meet the intent of JPA's minimum requirements, the Proposer's SOQ maybe deemed non-responsive.

### **Required Documentation**

- a) Current license or registration as regulated under Florida Statutes to perform the professional services required of this RFQ. Provide documentation showing that the proposing entity is authorized to do business in Florida and provide a copy of the license issued by the Department of Professional Regulation of the Lead Engineer who will manage the JPA account.
- b) A certificate of good standing from the Florida Department of State, if the Proposer is a corporation, limited liability company, limited partnership, or other type of entity requiring registration with the Florida Department of State.

- c) An audited financial statement prepared by an independent Certified Public Accountant in accordance with auditing standards issued by AICPA for the Proposer's most recently completed fiscal year (submit as a separate file named "Financial Statement").
- d) Proof of minimum indemnification and insurance requirements in the form of a current certificate from a company or companies authorized to do business in Florida. The Proposer/Consultant shall require its subcontractors and subconsultants to maintain the minimum indemnification and insurance requirements listed below. The submitted documentation shall demonstrate compliance with the following minimum indemnification and insurance requirements (inclusive of any amounts provided by an umbrella or excess policy) in the amounts below:

#### Professional Liability

The Proposer's / Consultant's insurance shall be on a form acceptable to JPA, and shall cover the Proposer / Consultant for those sources of liability arising out of the rendering or failure to render professional services in the performance of this Agreement, including any hold harmless and/or indemnification agreement.

The minimum limits to be maintained by the Proposer / Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be \$5,000,000 per occurrence, and in the aggregate. The Proposer / Consultant shall provide and maintain such professional liability insurance from the inception of its services, and until at least three (3) years after completion of all services required under this Agreement. Prior to commencement of services, the Proposer / Consultant shall provide to JPA a certificate or certificates of insurance, signed by an authorized representative of the insurer(s) evidencing the insurance coverage specified in the foregoing Articles and Sections. The required certificates shall not only name the types of policies provided, but shall also refer specifically to this Agreement and Article, and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is provided as required by such paragraphs of this Agreement.

The required certificates shall contain a provision that the JPA shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage. The Proposer / Consultant shall also provide to the JPA a certified copy of the Professional Liability Insurance coverage. The required policies shall contain a provision that the JPA shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage. If the initial insurance policies required by this Agreement expire prior to the termination of this Agreement, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their expiration. The JPA reserves the right to require additional insurance coverage based on individual project values or specific project requirements.

**Failure to procure insurance:** The successful Consultant Firm's failure to procure or maintain required insurance program shall constitute a material breach of Agreement under which the JPA may immediately terminate the proposed Agreement.

- e) Completion of Conflict of Interest Form – See Attachment “B”
- f) Completion of Sworn Statement on Public Entity Crimes – See Attachment “C”
- g) Completion of Certification Regarding Lobbying – See Attachment “D”.
- h) Completion of E-Verify – See Attachment E

**1.05      SCHEDULE OF EVENTS**

It is anticipated that the Consultant Firm will be selected on or as near to April 2024, under the following schedule of events:

1. Issue Request for Qualifications	January 11 & 18, 2024
2. Pre-Submission Meeting	January 22, 2024
3. Questions Cut-Off Deadline	January 25, 2024
4. Statements of Qualifications Submittal Date	February 28, 2024
5. Evaluations and Shortlist of Consultants/Firms	March 5 & 11, 2024
6. Oral Presentations / Interview Date	March 18 – 21, 2024
7. JPA Final Rankings	March 22, 2024
8. Negotiation for Fees	March 25 – 29, 2024
9. JPA Awards Approval of Firm	April 11, 2024
10. JPA Board Approval of Firm	April 22, 2024
11. Issue and Execute Agreement with Firm	April 2024

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<b>SECTION 2</b> <b>TERMS AND CONDITIONS</b>
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**2.01 PRE-SUBMISSION MEETING**

A Pre-Submission Meeting is scheduled for **MONDAY, JANUARY 22, 2024 at 10:00 AM (ET)** via “ZOOM Meeting”:

**Please join my meeting from your computer, tablet or smartphone.**

<https://us02web.zoom.us/j/85663999142?pwd=TnRBQI9SRXVINTJGeGRUZIQ2VzVLZz09>

Meeting ID: **856 6399 9142**

Passcode: **463126**

Attendance is highly recommended but not required for any Consultant Firm that may be considering submitting Statements of Qualifications for this project.

**2.02 QUESTIONS – CHANGES WHILE PROPOSING**

Any questions regarding this RFQ should be directed only to Sandra Platt, Manager, Procurement Services and submitted either by e-mail to [sandra.platt@jaxport.com](mailto:sandra.platt@jaxport.com) or through E-Builder. Answers to questions will be released by e-mail in an Addenda directed to all known prospective proposers.

**The deadline for questions will be THURSDAY, JANUARY 25, 2024 at 3:00 PM (ET)**

No interpretation of the meaning of the specifications or other Contract Documents, nor corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer orally. Any request for such interpretations or corrections must be submitted either by e-mail to [sandra.platt@jaxport.com](mailto:sandra.platt@jaxport.com) or through E-Builder.

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 Addenda to the Contract Documents, which if issued, will be e-mailed to all known prospective Proposers.

Only the interpretation or correction so given by the JPA in writing will be binding, and prospective Proposers are advised that only the JPA will give information concerning or will explain or interpret the RFQ Documents.

**2.03 ADDENDA**

It is mandatory that the Proposers acknowledge the inclusion of all addenda with the response to this RFQ. Acknowledgement shall be made by initials and date (**See Attachment "A"**). **Failure to acknowledge all addenda may result in rejection of the SOQ's.**

Please visit <https://www.jaxport.com/procurement/active-solicitations/> prior to the submittal date to determine the number of addenda that have been released on this RFQ.

#### **2.04 RFQ POSTPONEMENT/CANCELLATION/REJECTION**

The JPA may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process or waive any irregularities in this RFQ or in any responses received as a result of this RFQ.

#### **2.05 COST INCURRED BY CONSULTANTS**

All expenses involved with the preparation and submission of responses to the RFQ, or any work performed in connection there with, shall be the sole responsibility of the consultant(s) and not be reimbursed by the JPA.

#### **2.06 EXCEPTIONS TO RFQ**

Consultant Firms must clearly indicate in their SOQ any exceptions they wish to take to any of the terms in this RFQ, and outline what alternative is being offered. The JPA, after completing evaluations, may accept or reject the exceptions. In cases in which exceptions are rejected, the JPA may require the Consultant Firm to furnish the services or goods originally described, or negotiate an alternative acceptable to the JPA or JPA at its discretion may deem the submittal as non-responsive.

#### **2.07 PUBLIC MEETING REQUIREMENTS**

The JPA complies with Section 286.011 of the Florida Statutes, as amended. Therefore, certain types of staff meetings and meetings of the JPA Awards Committee, and Board of Directors are required to be held in public, with sufficient notice made of the time and date of the meeting(s). All notices of public meetings are posted in the lobby of the JPA, 2831 Talleyrand Avenue, Jacksonville, Florida. For information concerning when the project(s) will be submitted for award, contact Procurement Services at telephone (904) 357-3017, Monday through Friday.

#### **2.08 NEGOTIATIONS**

The JPA reserves the right to enter into negotiations with the most qualified Consultant Firm, and if the JPA and the most qualified Consultant Firm cannot negotiate a mutually acceptable contract, the JPA may terminate the negotiations and begin negotiations with the second most qualified Consultant Firm. This process may continue until a contract has been executed or all responses have been rejected. No Consultant Firm shall have any rights in the subject project or property or against the JPA arising from such negotiations.

During contract negotiations, the successful proposer will be required to provide a schedule of proposed rates and hours required to complete the Scope of Services included in this solicitation.

Such rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of the contract, except such rates may be adjusted when an amendment to the original agreement is being negotiated. Unless specifically identified otherwise on the form, rates for sub consultants also shall not exceed those shown on the form.

Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified to by a Certified Public Accountant. Profit rate shall be applied only to direct labor plus overhead. No markup or profit shall be paid on non-labor related job costs or reimbursables. The proposed rates will be fully burdened. No additional mark-up will be permitted.

## **2.09 PROTEST PROCEDURES**

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

## **2.10 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION**

The successful Proposer 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 Proposer during the term of this Contract. Successful Proposer 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 Proposer 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. It is the successful Proposer's responsibility to ensure that they meet all current and future statutory regulations throughout the life of this contract.

## **2.11 RULES, REGULATIONS AND LICENSING REQUIREMENTS**

Consultant Firms are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered, including the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act, Title VIII of the Civil Rights Act of 1968, the EEOC Uniform Guidelines, and all EEO regulations and guidelines and Applicable Federal Laws and Regulations, including without limitation, the Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Consultant is exempt from any of the above cited terms, written evidence of

such exempt status must be provided to JPA. Ignorance on the part of the Consultant Firm will in no way relieve it from responsibility for compliance.

#### **2.12 CONFLICT OF INTEREST**

All Consultant Firms must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the JPA. Further, all Consultant Firms must disclose the name of any JPA employee who owns, either directly or indirectly, an interest of ten (10%).

#### **2.13 COMPLIANCE WITH RESTRICTIONS ON LOBBYING**

All Consultants Firms are expected to certify and comply with 49 C.F.R. Part 20, and shall be subject to any and all sanctions in addition to disqualification of their Proposals, in the event of such non-compliance.

#### **2.14 CONSULTANT'S RESPONSIBILITY**

Before submitting responses, each Consultant Firm shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful Consultant Firm from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for any monetary consideration on the part of the Consultant Firm.

#### **2.15 PUBLIC ENTITY CRIME (PEC)**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Consultant Firm, supplier, subconsultant, or Consultant Firm under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### **2.16 INDEMNIFICATION**

The successful Consultant and its subcontractors and subconsultants (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend JPA and JPA's officers, board members, employees, representatives and agents (individually or collectively referred to as the "Indemnified Parties") from and against:

- (a) General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons (including death) or damage to



property, arising out of or incidental to the Indemnifying Parties' performance of the Contract or work performed hereunder; and

(b) Environmental Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising from or in connection with (a) the Indemnifying Parties' actions or activities under the Contract that result in a violation of any environmental law, ordinance, rule or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with the Contract by the Indemnifying Parties at any time on or prior to the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. JPA will be entitled to control any remedial action and any legal proceeding relating to an environmental claim; and

(c) Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to JPA, so that the Service or product is non-infringing; and



(d) Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(e) Liability from Breach of Representations, Warranties and Obligations, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with the Contract or in any certificate, document, writing or other instrument delivered by the Indemnifying Party, or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in the Agreement or any other certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to the Agreement.

The indemnifications in this Section 2.16 are separate and apart from, and are in no way limited by, any insurance provided pursuant to the Agreement or otherwise. This Section 2.16 shall survive the expiration or termination of the Agreement. To the extent an Indemnified Party exercises its rights under this Section 2.16, the Indemnified Party will (1) provide reasonable notice to JPA of the applicable claim or liability, and (2) allow JPA to participate in the litigation of such claim or liability (at JPA's expense) to protect its interests. Each party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

## **2.17 WAIVER OF IRREGULARITIES**

The JPA may waive minor informalities or irregularities in SOQ's received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Consultant Firm Teams. Minor irregularities are defined as those that will not have an adverse effect on the JPA's interest and will not affect the review of the SOQ's by giving a Consultant Firm Team an advantage or benefit not enjoyed by other Proposers.

## **2.18 FUNDING SOURCES**

The project is funded in part by the federal U. S. Department of Transportation Maritime Administration and will be subject to provisions of the included in Appendix A – USDOT MARAD FY22 PDIP Grant Agreement as it applies to Small Emerging Business (SEB) Enterprise Program as well as 49 CFR Part 26, as amended, as it applies to Disadvantaged Business Enterprises (DBE's) Program and 44 CFR Part 13 as it applies to Small (SBE), Minority (MBE) and

Women-owned (WBE) Business Enterprises when applicable. Reference Attachment "I" for program requirements.

JAXPORT, as 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 proposers 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 of an award.

## **2.19 CONTINGENT FEES PROHIBITED**

(a) "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#), Florida Statutes, as amended.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#), Florida Statutes, as amended.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#), Florida Statutes, as amended.

## **2.20 TRUTH IN NEGOTIATION**

The Consultant Firm understands and agrees that execution of the RFQ shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes, as amended. Pursuant to such certificate, the Firm hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further the Firm agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the JPA determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

## **2.21 COLLUSION**

The Proposer, by affixing his signature to this proposal agrees to the following: "Proposer certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same service; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action."

## **2.22 AUDIT PROVISIONS**

A person providing capital improvements, contractual services, supplies or professional services with a value in excess of eight thousand dollars, computed on a cumulative basis for all the transactions during a fiscal year of the JPA, and purchased by the JPA pursuant to a method of purchase other than by formal competitive bid, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the JPA to allow access and examination at all reasonable times by the JPA's Auditor or any duly authorized representative of the JPA to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction.

## **2.23 TERMINATION FOR DEFAULT**

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

In that event, the JPA shall compensate the successful Consultant Firm in accordance with the Agreement for all services performed by the Consultant Firm prior to termination, net of any costs incurred by the JPA as a consequence of the default. Notwithstanding the above, the successful Consultant Firm shall not be relieved of liability to the JPA for damages sustained by the JPA by virtue of any breach of the Agreement by the Consultant Firm, and the JPA may reasonably withhold payments to the successful Consultant Firm for the purposes of set off until such time as the exact amount of damages due to the JPA from the successful Consultant Firm is determined.

## **2.24 TERMINATION FOR CONVENIENCE**

The JPA may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful Consultant Firm of such termination, which shall become effective thirty (30) days following receipt by Consultant Firm of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the JPA. If the Agreement is terminated by the JPA as provided in this section, the JPA shall compensate the successful Consultant Firm in accordance with the Agreement for all services actually performed by the successful Consultant Firm and reasonable direct costs of successful Consultant Firm for assembling and delivering to the JPA all documents. No compensation shall be due to the successful Consultant Firm for any profits that the successful Consultant Firm expected to earn on the balance of the Agreement. Such payments shall be the total extent of the JPA's liability to the successful Consultant Firm upon a termination as provided for in this section.

## **2.25 BREACHES AND DISPUTE RESOLUTION**

Disputes – Disputes arising in the performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the JPA (the “Authorized Representative”). This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Consultant Firm mails or otherwise furnishes a written appeal to the authorized representative of the JPA. In connection with any such appeal, the Consultant Firm shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Authorized Representative shall be binding upon the Consultant Firm and the Consultant Firm shall abide by the decision.

Performance During Dispute – Unless otherwise directed by the JPA, Consultant Firm shall continue performance under this Consultant Firm while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless the contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the JPA and the Consultant Firm arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agrees, or in court of competent jurisdiction within the JPA in which the JPA is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available the under shall be in addition to and not a limitation of any duties obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the JPA, (Architect) or Consultant Firm shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

## **2.26 EX-PARTE COMMUNICATIONS PROHIBITED**

The JPA believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting proposals 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 the JPA, its members, employees, agents, legal counsel, or representatives; other than the JPA's designated representative identified herein, is strictly prohibited. Failure to observe this requirement shall result in rejection of a firm's proposal. 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, as amended.

This requirement shall not prohibit:

1. Meetings called or requested by the JPA and attended by Consultant Firms for the purpose of discussing this solicitation, evaluation, and selection process, including, but not limited to, substantive aspects of this RFQ;
2. The addressing of any appointed governing authority of the JPA at public meetings advertised and conducted pursuant to, and in compliance with, Section 285.011, Florida Statutes, as amended;
3. The filing and prosecution of a written protest to any proposed 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;
4. Contacts with elected or appointed officials of the JPA.

## **2.27 INSURANCE**

Without limiting its liability under the Agreement, Contractor and its subcontractors and subconsultants shall procure and maintain at their sole expense, during the term of the Agreements, insurance of the types and in the minimum amounts stated in Section 1 of this RFQ.

## **2.28 COMPLIANCE WITH LAWS**

Consultant shall comply with applicable laws, regulations, ordinances and rules of governmental agencies in the performance of its obligations hereunder, at Consultant's sole cost and expense. Consultant shall secure all required licenses and permits necessary to the performance of the Services at its sole cost and expense.

## **2.29 GOVERNING LAW/VENUE**

The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Venue for litigation of

the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

**2.30      SEVERABILITY**

If any provision of the Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, or in conflict with any applicable law, the validity of the remaining provisions shall continue in full force and effect and shall not be impaired.

**2.31      ADVERTISING**

Consultant will not use the name of JPA or the JPA or quote the opinion of any employee of JPA or the JPA or refer to JPA or the JPA directly or indirectly in any promotional literature or correspondence, news release, advertisement or release to any professional or trade publications without receiving specific written approval for such use or release from JPA. However, this paragraph will in no way limit Consultant's ability to satisfy any governmental required disclosure of its relationship with JPA.

**2.32      ASSIGNMENTS**

The Agreement shall be binding upon the parties hereto and their respective successor and assigns, the Consultant shall not assign the Agreement without JPA's express written consent. Any such assignment by Consultant's must contain a provision allowing JPA to assert against any assignee, any and all defenses, setoffs or counterclaims which JPA would be entitled to assert against Consultant.

**2.33      MODIFICATIONS; WAIVERS**

The Agreement may be modified or amended only by a writing signed by each of the parties hereto. No delay or omission of either party to exercise any right power or remedy hereunder shall be construed to waive any default or breach, or to constitute acquiescence therein. No waiver of any default or breach hereunder shall extend to or affect any subsequent default or breach or other existing default or breach.

**2.34      FORCE MAJEURE**

Performance of this RFQ by both JPA and the Consultant will be pursued with due diligence in all requirements hereof; however, neither JPA nor the Consultant will be considered in default in the performance of its obligations under this RFQ 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.

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.

### **2.35 ENTIRE AGREEMENT**

The Agreement, the RFQ, and the Response shall constitute the entire Agreement between JPA and the Consultant relating to the Services.

### **2.36 PUBLIC RECORDS AND GOVERNMENT IN THE SUNSHINE LAWS**

Consultant acknowledges that the JPA is subject to the Florida Public Records Law and the Government in the Sunshine Law, and that in compliance therewith, in the sole opinion of the JPA, the JPA may disseminate or make available to any person, without the consent of Consultant, information regarding or documents received in connection with this Agreement; including without limitation, information in the Response, and requirements, specifications, drawing, sketches, schematics, models, samples, tools, computer or other apparatus programs, technical information or data, whether or written or oral, furnished by Consultant to the JPA under this Agreement. Any specific information that Consultant claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Consultant on all copies furnished to JPA. JPA agrees to notify Consultant of any third-party request to view such information, but it is Consultant's obligation to obtain a court order enjoining disclosure. If Consultant fails to obtain a court order enjoining disclosure within five (5) business days of Consultant's receiving notice of the request, JPA may release the requested information. Such release shall be deemed for purposes of the Agreement to be made with Consultant's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

### **2.37 WAIVER OF JURY TRIAL, CONSENT TO JURISDICTION**

Consultant and JPA hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any litigation based on this Agreement or arising out of, under

or in connection with the Services, or any course of conduct, course of dealing, statement or actions of any party hereto. Consultant and JPA further agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought, at the option of JPA, in a court of record of the State of Florida in Duval County, or in the United States District Court for the Middle District of Florida, or in any other court of competent jurisdiction, and each party hereby consents to the jurisdiction of each may have to the laying of venue of any such suite, action or proceeding and any of such courts.

## **2.38      CONSULTANT REPRESENTATIONS**

In submitting a Response, Consultant understands, represents, and acknowledges the following (if Consultant cannot so certify to any of following, Consultant shall submit with its Response a written explanation of why it cannot do so), which shall be on-going and continuing representation during the term of the Agreement:

- Consultant currently has no delinquent obligations to the JPA.
- The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;
- To the best of the knowledge of the person signing the Response, neither the Consultant, its affiliates, subsidiaries, owners, partners, principals or officers:
  - is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;
  - is currently under suspension or debarment by any governmental authority in the United States;
  - has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - has within the preceding three-year period had one or more federal, state, or local government contracts terminated for cause or default.
- Consultant is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Pursuant to section 287.135, Florida Statutes, as amended, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. [This certification applies to contracts of \$1,000,000 or more. A list of the companies can be found as a link to "PFIA Quarterly Reports" at [www.sbafla.com/fsb/](http://www.sbafla.com/fsb/) ]



- Consultant has read and understands the RFQ terms and conditions, and the Response is submitted in conformance with those terms and conditions.
- All representations made by Consultant to JPA in connection with the RFQ have been made after a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response.
- Consultant shall indemnify, defend, and hold harmless JPA and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Response.
- All information provided by, and representations made by, Consultant are material and important and may be relied upon by JPA in awarding the Agreement.
- Consultant is a \_\_\_\_\_ entity under the laws of the State of \_\_\_\_\_ duly organized and existing under the laws thereof, and the Consultant has taken all entity action necessary with respect to the execution, delivery and performance of its obligations under this Agreement. The officer of the Consultant who has executed and delivered this Agreement is duly authorized with respect thereto.
- Consultant is trained, knowledgeable and skilled regarding the Services to be provided hereunder, and is fully competent and capable of providing all of the Services. Where applicable, the terms “training” and “skills” used in this section include professional education and working experience. Each of the officers, employees and agents of the Consultant who will perform work under this Agreement on behalf of the Consultant meet the terms and conditions of this section.
- All work performed hereunder by Consultant shall be performed with the degree of skill and care experienced by professionals in its industry.
- All Services provided hereunder shall be fit for the purposes intended therefore by JPA, as reflected herein.
- Each of the firms listed in the Response as a SEB firm is certified as such under the City of Jacksonville Small Emerging Business Program and shall collectively be utilized in the provision of Services to the extent encouraged under this RFQ in the total billings under this Agreement (excluding costs and expenses, if any).

### 2.39 INSPECTION

In addition to the inspection and audit rights set forth in the RFQ, JPA or its agents (including the JPA) or employees may perform inspections of the Services at any reasonable time and at any stage of production. Such inspection or failure to inspect on any occasion shall not affect JPA’s right, or Consultant’s obligations, under warranty or other provisions of this Agreement, nor shall such inspection be deemed acceptable of Services.

### 2.40 COST OF DEVELOPING RFQ RESPONSE

All costs related to the preparation of Responses and any related activities are the sole responsibility of Consultant. JPA assumes no liability for any costs incurred by Consultants throughout the entire selection process.

#### **2.41 RESPONSE OWNERSHIP**

All Responses, including attachments, supplementary materials, addenda, etc., shall become property of JPA and shall not be returned to Consultant. JPA will have the right to use any and all ideas or adaptation of ideas presented in any Response. Acceptance or rejection of a Response shall not affect this right.

#### **2.42 OWNERSHIP OF WORKS**

(a) As used in Sections 2.42 and 2.43, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to JPA pursuant to the Agreement.

(b) With the exception of Consultant's pre-existing intellectual capital and third-party intellectual capital as described in Section 2.43 below, JPA shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Consultant specifically for JPA in connection with the Agreement, and derivative works relating to the foregoing. The use of these Works in any manner by JPA shall not support any claim by Consultant for additional compensation.

(c) Each Work, and any portion thereof, shall be a "work made for hire" for JPA pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Consultant specifically for other customers of Consultant or for the purpose of providing substantially similar services to other Consultant customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Consultant hereby irrevocably assigns, transfers, and conveys to JPA, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Consultant acknowledges that JPA shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Consultant agrees to execute any documents or take any other actions as may reasonably be necessary, or as JPA may reasonably request, to perfect or evidence JPA's ownership of the Work.

## **2.43 INTELLECTUAL PROPERTY**

(a) Consultant grants to JPA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to JPA) Consultant's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Consultant shall secure for JPA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Consultant shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Agreement, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service Consultant. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should JPA, or any third party obtaining such Work through JPA, use the Work or any part thereof for any purpose other than that which is specified in the Agreement, it shall be at JPA's and such third party's sole risk.

## **2.44 JPA'S RIGHT TO SUSPEND WORK**

JPA may in its sole discretion suspend any or all activities under the Agreement by providing a written notice to Consultant at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Consultant, JPA shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Agreement in accordance with the applicable termination provisions. Suspension of work shall not entitle Consultant to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Consultant shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

## 2.45 DISCRIMINATORY VENDOR LIST

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

- 1 Submit a bid on a contract to provide any goods or services to a public entity;
  - 2 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 consultant under a contract with any public entity; or
  - Transact business with any public entity.

To view a current list, visit:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendorinformation/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://dms.myflorida.com/business_operations/state_purchasing/vendorinformation/convicted_suspended_discriminatory_complaints_vendor_lists)

## 2.46 RESTRICTIONS, PROHIBITS, CONTROLS AND LABOR PROVISIONS

An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Florida Department of Transportation (FDOT) to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the JPA.

The successful Proposer shall not enter into any contract, subcontract or arrangement in connection with this Contract or any property included or planned to be included in this Contract in which any member, officer, or employee of the FDOT or JPA during the tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to FDOT through JPA, JPA, with prior approval of FDOT, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by JPA relating to the contract, subcontract or arrangement. The successful Proposer is required to insert in each of their subcontracts, the following provision:

“No member, officer or employee of the Agency or of the locality during his tenure for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

This same provision shall apply to the successful Proposer.

**2.47      TERM OF CONTRACT**

The term of the agreement to be awarded under this RFQ is intended to expire upon final completion of all Project deliverables. At this time, it is expected that this term will be, at a minimum, a three-year agreement.

**2.48      DRUG FREE WORKPLACE**

All Proposers are required to certify that it will provide a drug-free workplace and otherwise comply with the provisions of 49 C.F.R. Part 32 and the Drug-Free Workplace Act of 1988.

**2.49      CERTIFICATION REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

By submitting a SOQ or otherwise attempting to enter into the resulting Agreement, the Proposer 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.

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

**2.50      OWNERSHIP OF DOCUMENTS SUBMITTED**

All SOQs, including attachments, supplementary materials, addenda, etc., shall become property of JAXPORT, shall not be returned to Consultant, and are considered public records, subject to the exceptions set forth in Chapter 119, Florida Statutes. JAXPORT will have the right to use any and all ideas or adaptation of ideas presented in any SOQ. Acceptance or rejection of a SOQ shall not affect this right.

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**SECTION 3**  
**SCOPE OF SERVICES**

**3.01 PROJECT TITLE**

PROJECT NO.: G2023-02  
PORT & MARITIME ELECTRIFICATION PLAN

**3.02 PROJECT LOCATION AND LEGAL ADDRESS**

Jacksonville Port Authority (JAXPORT) - Portwide

- Blount Island Marine Terminal
- Dames Point Marine Terminal
- Talleyrand Marine Terminal
- Intermodal Container Transfer Facility

Legal Address: 2831 Talleyrand Avenue, Jacksonville, FL 32206

**3.03 PURPOSE**

Jacksonville Port Authority (JAXPORT) is interested in engaging the services of a qualified and experienced consulting firm to work for or on behalf of JAXPORT to develop a Port and Maritime Electrification Plan (PMEP). The PMEP will establish a comprehensive plan for the strategic deployment of infrastructure, which will minimize cost, support future deployments of zero or near zero emission (ZE) technologies, and evaluate opportunities to deploy renewable energy and microgrid systems throughout JAXPORT. The plan will develop a replicable, scalable, and actionable strategy and plan for transitioning port facilities, marine terminals, local drayage operations, and maritime operations to zero- and near-zero-emission technologies. The transition to zero or near zero emissions in a maritime environment requires significant investment in equipment and supporting infrastructure. Specific variables associated with developing a plan for zero or near zero emission operations includes a lack of heavy-duty charging standards, limited market availability of zero emission equipment, modifications to terminal operations and maintenance procedures and infrastructure

The PMEP will inform the most efficient design of the proposed electrical vehicle supply equipment (EVSE), support future deployments of ZE Cargo Handling Equipment (CHE), drayage trucks, and harbor craft; and, evaluate opportunities to deploy renewable energy and microgrid systems throughout JAXPORT. Properly evaluating charging infrastructure layout, location, and specifications will meaningfully impact efficiency, safety, and reliability by reducing the total ground area dedicated to the infrastructure, intelligently site the infrastructure for convenient and efficient access, and deploy protective systems to reduce risk of collision/allision with the infrastructure. Moreover, the PMEP's substantial industry and community stakeholder engagement will help the Port and terminal operators learn about

additional methods, mechanisms, and technologies that will further increase efficiency of deploying sustainable port terminal systems including ZE CHE, ZE drayage trucks, ZE bunkering, ZE harbor craft, public access drayage charging facilities, and renewably-powered microgrid systems.

Specific activities include coordination and engagement with JAXPORT leadership and port tenants, the local utility, cargo stakeholders, engineering firms and advanced technology developers, and the review of relevant planning documents, policies and codes, assessment of baseline vehicles and equipment.

Additionally, The PMEP will support enhanced safety of goods moved into, through, and around JAXPORT and the greater southeastern goods movement network by developing a comprehensive analysis of opportunities and challenges for transitioning the port and maritime portions of JAXPORT's logistics networks to advanced, ZE technologies. The PMEP will evaluate leading technologies, mechanisms for deploying these cost-effectively, and workforce development needed to enable the ZE transition as well as review and recommend policies, codes, regulations, and safety standards that will support the safe adoption, deployment, and utilization of ZE technologies. Through substantial stakeholder engagement, the PMEP will support future deployments of ZE equipment and harbor craft, integration of intelligent transportation systems (ITS)—including Freight Signal Prioritization and other vehicle-to-infrastructure safety-enhancing systems, and advance efforts to reduce emissions of GHGs and criteria pollutants that impact human health and the environment.

The final plan will identify risks, technology options, deployment locations, financial/business models and air emission impacts.

The consultant firm shall provide these services to assist in performance of JAXPORT's mission and in support of the JAXPORT EXPRESS PIDP federal grant. (Attached)

The exact scope of work under this contract will be determined during the life of the contract on a case-by-case as needed basis. Individual tasks will be identified. Award of a contract pursuant to this RFP does not guarantee any particular volume, level, or amount of work. Any respondent who is awarded a contract pursuant to the RFP shall not have an exclusive or sole right to perform the work described in this RFP.

### **3.04 REQUIRED SERVICES**

- 1. KICKOFF MEETING.** Consultant shall participate in an online kickoff conference organized by JAXPORT. This conference will utilize the online conferencing capability provided through ZOOM™. JAXPORT will provide Consultant with the virtual meeting information once the parties have agreed on the date and time of the conference. This meeting should be approximately one (1) hour duration.
- 2. MONTHLY STATUS MEETINGS.** Consultant shall participate in monthly status meeting with JAXPORT using either phone or ZOOM™. This meeting should be approximately one hour in duration.



3. MEETINGS. If requested by JAXPORT, Consultant shall participate in one online meeting to present its conclusions and recommendations to JAXPORT. This meeting should be approximately one hour in duration.
4. SPECIFIC SERVICES. Consultant shall perform the following. These services are subject to further clarification during the Kickoff conference:

General - Develop a Port & Maritime Electrification Plan (PMEP)

**Year 1**

**Baseline Energy Use Assessment-** Consultant shall undertake the following activities;

- a. Inventory and assessment of the existing infrastructure and capacity of electrical infrastructure within the port property;
- b. Assessment of the amount and location of electrical infrastructure, electrification, and charging infrastructure needed on terminals to support zero emissions equipment when a full one-to-one ZE replacement of traditional technology can be achieved for tenant and JAXPORT cargo handling equipment (including JAXPORT's ship to shore cranes), and terminal vehicles;
- c. Inventory of electricity use for port and tenant operated properties/facilities. (with permission);
- d. Inventory of refrigerated container (reefer) activity to understand the average and peak throughputs, number of grid connected reefer plug-in points, and the use of diesel generators to power reefers (within terminal operators lease areas- with permission)
- e. Evaluation of total annual energy demand (MWh) for all terminals;
- f. Estimation of average and peak electrical demands at each terminal given the total energy usage and operational details.
  - Estimate average and peak electrical demands at each terminal given the total energy usage and operational details.

**Electrification Readiness Assessment-** Consultant shall undertake the following activities;

- a. Review and assessment of JAXPORT's Strategic Plan, strategic priorities, and 5-year Capital Improvement Plan (CIP)
- b. Review and assessment of government policies/funding priorities that could drive the need for zero emission equipment and/or help provide funding for zero emission equipment.
- c. Benchmarking of port electrification efforts of ports of similar size and scope in the United States.



- d. Assessment of technology readiness for zero and near zero emission cargo handling equipment, drayage trucks, ZE CHE EVSE, electric truck EVSE, ZE harbor craft, ZE ocean-going vessels, ZE harbor craft and ocean-going vessels EVSE, ZE locomotives, ZE locomotive EVSE, traditional vessel shore power, ship to shore crane electrification, energy innovation projects (i.e. storage, microgrids, generation, etc.) with a focus on Build America, Buy America (BABA) Act compliant technologies
- e. Assessment of local utility resources to support large scale port and maritime electrification

**Public Involvement Plan Development & Implementation** - Consultant shall undertake the following activities;

- a. Drafting Public Involvement Plan & Outreach Materials to support Port & Maritime Electrification Plan (PMEP) efforts
- b. Stakeholder Identification
- c. Stakeholder engagement

### Years 2-3

**Energy Technologies Assessment** - Consultant shall undertake the following activities;

- Review and assess the effectiveness of innovative technologies for energy systems that could decrease costs, improve resiliency, and/or decrease carbon footprint. Recommend if/where these elements should be integrated in to future development. Analysis should include but is not be limited to:
  - a. Microgrids
  - b. Storage
  - c. Onsite energy generation
  - d. Onsite electrofuels production
  - e. Capture of regenerative energy from ship-to-shore cranes
  - f. Non-traditional infrastructure ownership models

**Future Energy Demand Scenarios** - Consultant shall undertake the following activities;

- Development of energy demand scenarios based on reasonable projections of growth and technology development/integration over the short term (0-5 years), medium term (5-10 years) and long term (10-30 years).
  - a. Factors that should be considered are, at a minimum:
    - Energy mix (electricity, CNG, diesel, LNG, renewable diesel, etc.)
    - Operational profiles
    - Space constraints
    - Existing terminal configurations

- Projected changes in terminal configuration such as densification and reconfiguration.
- b. Demand Scenarios that should be considered are, at a minimum:
- ZE and Near ZE CHE & EVSE for CHE
  - ZE drayage trucks & EVSE for drayage trucks
  - ZE harbor craft, ZE ocean-going vessels & EVSE for harbor craft & ocean-going vessels
  - ZE locomotives& EVSE for locomotives
  - Vessel shore power
  - Ship to Shore (STS) crane electrification
  - Energy innovation projects (i.e. storage, microgrids, generation, etc.)
- c. ZE Technology trajectory analysis
- Technology adoption likelihood
    - Capital Cost
    - O&M Cost
    - permitting considerations
    - Real estate considerations
    - Industry Standards
    - Impact to the grid
    - Performance in marine environments similar to Northeast Florida
  - Large scale deployment capabilities & timeframes
    - Build America, Buy America (BABA) Act compliant technologies
    - OEM manufacturing capacity & lead times
  - EVSE Operational Analysis
    - Timing and speed (i.e. power draw)
  - Development of peak demand and 24-hour load profiles at all facilities and for each existing utility substation service area including projections for short (5 year), medium (10 year), and long (30 year) time horizons.

**Distribution Capacity Assessment** - Consultant shall undertake the following activities;

- In collaboration with JEA, assess the distribution network capacity to meet scenario demands and identify any upgrades necessary to meet demands. Factors that should be considered are, at a minimum:
  - Existing substation feeder capacity and loads.

- Key “tipping points” for port load growth above which major investments are needed (like substation and feeder upgrades).
- Identify the investments required for each demand scenario and estimate their cost. Consider other innovative solutions.
- With the utility, consider creative, collaborative ways to satisfy future energy demands.

**Micro-grids technical & Financial Feasibility Assessment** - Consultant shall undertake the following activities;

- Evaluate practical options for operational stability, energy resilience, and cost savings through the deployment of micro-grids on port property. This objective will include the following activities:
  - Conduct a detailed analysis utilizing data from prior PMEP task in combination with evaluations of physical site conditions and interconnection complexity to identify feasible project locations for the use of micro-grids;
  - Determine location (s), proper system(s), sizing (capacity) for the identified projects (initially using a goal to maximize utility bill savings and project ROI), estimate economic benefits including eligibility for available incentives, and estimate implementation costs (total project costs).
  - Conduct a feasibility assessment utilizing project cost estimates, projected savings benefits, and projected revenues (as applicable) to create detailed cash flow savings proformas and cost/benefit reporting for all of the scenarios evaluated. It also includes detailed comparisons of differing financing methods that can facilitate financial decision making, and projections of resiliency benefits (load coverages and backup power durations).
  - Develop a conceptual microgrid implementation plan that may include final systems design/engineering, financing, construction, and ongoing asset management.

**JAXPORT EXPRESS After-Action Assessment** - Consultant shall undertake the following activities;

- Evaluation of local and regional workforce development implementation activities to support, operate and maintain the

proposed ZE CHE, charging stations, and future widespread deployment of these technologies:

- Measurement and verification (M&V) for the deployed Project components
- Identification of risks, technology options, deployment locations, financial/business models, workforce development strategies, air emissions impacts, disadvantaged community benefits, and outreach strategy

### **3.05 DELIVERABLES**

The following deliverables shall be submitted and are subject to JPA approval:

1. General - Consultant shall provide all deliverables either specified or manifestly necessary to achieve the scope requirements set forth in Section 2 above. Deliverables shall be in electronic format along with one (1) hard copy. JAXPORT will have a maximum of 14 calendar days to provide its comments on any deliverable.
2. Concept Development Phase - Consultant shall provide preliminary sketches or layouts, a rough order of magnitude opinion of cost, and a narrative discussing Consultant's concepts.

### **3.06 CONSTRAINTS ON PROFESSIONAL SERVICES**

JAXPORT shall have fourteen (14) business days to review and comment on deliverables for each submittal.

### **3.07 INSURANCE**

See ATTACHMENT G "REQUIRED LIMITS OF INSURANCE". Design Professional shall provide proof of insurance, which must be approved by JAXPORT before it issues the Notice to Proceed.

### **3.08 SCHEDULE**

Complete all professional services and furnish final deliverables by May 31, 2026.

### **3.09 EXHIBITS**

All exhibits are provided strictly for Consultant's information. JAXPORT does not warrant the accuracy of any exhibits.

- A. JAXPORT 2022 PIDP Narrative
- B. USDOT Grant Agreement

**SECTION 4**  
**MINIMUM REQUIREMENTS AND REQUIRED DOCUMENTATION**

**4.01 INSTRUCTIONS**

To be considered responsive to this RFQ, Proposer shall provide the following documentation with its SOQ. This documentation shall be in a separate section designated **“Required Forms and Documentation,”** and is excluded from the SOQ page limit. A Proposer response that does not include this documentation will be deemed non-responsive and no further evaluation will be performed. Additionally, if Proposer’s submitted documentation does not, in the sole opinion of JPA, meet the intent of JPA’s minimum requirements, the proposal response will be deemed non-responsive and no further evaluation will be performed.

**4.02 REQUIRED FORMS AND DOCUMENTATION**

**A. CONSULTANT FIRM’S CONTACT INFORMATION AND EXPERIENCE**

As a minimum requirement, the Consultant Firm must have at least ten (10) years of experience in providing professional engineering consulting, design and planning services for commercial and industrial electrification in the following target areas, but not limited to:

1. Expertise and experience in planning and designing electrical infrastructure systems including, but not limited to; berth electrification, utility grid distribution, on-facility distribution, heavy-duty electric vehicle charging, marine shore power systems, energy storage systems, and renewable energy generation.
2. Expertise with zero emission and near zero emission cargo handling equipment technologies;
3. Experience helping other entities plan for and/or deploy zero emission and near zero emission infrastructure and cargo handling equipment;
4. Expertise in the development of innovative sustainable energy solutions;
5. Experience working with public and private utilities;
6. Experience working with ports, marine terminals, and intermodal facilities.

This is in addition to project-specific experience that Proposer will establish using a minimum of three (3) projects undertaken by Proposer within the past five (5) years.

Consistent with Florida Statutes, Section 287.055(4)(b), as amended, which includes location of Consultant Firm. Proposer shall provide the following information:

1. Address and phone number of its corporate headquarters.
2. Address and phone number of Proposer’s office that will render service under this Agreement, if it is different from Proposer’s headquarters.

3. Certification of status as a minority business, if applicable.
4. Name(s), address, email, and phone number of the principal- or principals-in-charge.
5. Years in business under the name used by Proposer.
6. Changes in ownership.
7. Has the Consultant Firm been involved in any type of actual or threatened litigation in the past ten (10) years? If so, provide the following information for each matter:
  - a. Name of the other party,
  - b. The material allegations at issue, and
  - c. Final disposition of the matter.

**B. CONSULTANT FIRM REGISTRATION AND LICENSES**

1. Proposer shall provide proof that it is a licensed engineer authorized to practice in Florida in compliance with Chapter 471, Florida Statutes.
2. Provide a photocopy of Proposer's firm Certificate of Status from the Florida Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)) that establishes that the firm is currently registered, is in good standing, and is authorized to conduct business, in the state of Florida.

**C. CONSULTANT FIRM FINANCIAL RESPONSIBILITY**

Proposer shall provide the following information:

1. Its form of business, i.e., proprietorship, partnership, corporation, limited liability company.
2. Its bank references and any other information the applicant may wish to supply to verify its financial responsibility and capability to undertake this Agreement.
3. An audited financial statement prepared by an independent Certified Public Accountant in accordance with generally accepted accounting principles (GAAP) and issued by AICPA for the Proposer's most recently completed fiscal year.

**D. CONSULTANT FIRM RELEVANT EXPERIENCE AND REFERENCES**

1. Proposer shall certify that it has been lawfully engaged in the practice of engineering, design and planning in Florida for the past ten (10) years.
2. Proposer shall provide a minimum of three (3) projects within the past five (5) years demonstrating experience with the type of engineering, design and planning work contemplated by this RFQ. Proposer shall provide the following information for each project:
  2. A brief summary of the project scope.
  3. Starting and completion dates of the engineering, design and planning work.
  4. Final engineering, design and planning cost.
  5. Final construction cost if a design-build project.
  6. Owner Company Name, Contact Name, Address, phone number, and email address.

**E. PRIMARY SUBCONSULTANTS CONTACT INFORMATION**

Proposer shall provide the following information for each of the primary Subconsultant Firms on the Proposer's team:

1. Address of the corporate headquarters and phone number.
2. Address and phone number of Subconsultant's office that will render service under this Agreement, if it is different from Subconsultant's headquarters.
3. Certification of status as a minority business, if applicable.
4. Name(s), address, email, and phone number of the principal-in-charge.
5. Years in business under the name used by Subconsultant.
6. Changes in ownership.

**F. ACKNOWLEDGEMENT OF ADDENDA AND SOQ SIGNATURE PAGE – SEE ATTACHMENT "A"**

The SOQs shall be signed as indicated in Attachment "A", including typed or printed name and title of the signer. SOQ's shall be signed by an individual with legal authority to bind Proposer. The signature of Proposer's Authorized Representative on the SOQ must be made by an officer



of Proposer if Proposer is a corporation or LLC, by a partner if the firm is a partnership, or by the proprietor, if the firm is a sole proprietorship.

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**SECTION 5  
EVALUATION CRITERIA**

**5.01 INSTRUCTIONS AND EVALUATION CRITERIA**

Each Proposer is solely responsible to ensure that its SOQ adequately responds to the evaluation criteria described below. Proposers shall provide with their proposal any other information relevant to the application of the proposal evaluation criteria. The Evaluation Committee will rank proposals based on the proposal evaluation criteria. The Evaluation Committee will determine qualifications, interest, and availability by reviewing all written proposal responses that express an interest in performing the services, and when deemed necessary, by conducting formal interviews of selected respondents that are shortlisted and determined to be best qualified based on evaluation of proposals.

The response to each proposal evaluation criterion will be evaluated relative to other responses received and awarded a score of one (1) through the maximum point value. Proposers are encouraged to arrange their responses in a format that will facilitate ready review and evaluation of each proposal evaluation criterion.

**Failure to provide adequate information on any written proposal evaluation criterion will result in lower scores and could result in rejection of the proposal as non-responsive.**

The proposal evaluation criteria are as follows:

<b>EVALUATION FACTORS</b>	<b>MAX POINT VALUE</b>
A. ABILITY OF PERSONNEL AND EXPERIENCE	45
B. QUALIFICATIONS AND EXPERIENCE OF THE PROPOSER IN TARGET AREAS REQUIRED BY JAXPORT	30
C. RECENT, CURRENT, AND PROJECTED WORK LOAD	10
D. REFERENCES	5
E. PAST AND PRESENT DEMONSTRATED COMMITMENT TO SEB, DBE, SBE, MBE AND WBE BUSINESSES AND CONTRIBUTIONS TOWARD A DIVERSE MARKET PLACE	5
F. THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES	5
<b>MAXIMUM AVAILABLE POINTS</b>	<b>100</b>

## 5.02 SELECTION CRITERIA

### A. ABILITY OF PERSONNEL AND EXPERIENCE - (MAXIMUM SCORE: 45 POINTS)

Firm shall provide a project organizational chart showing and describing Proposer's personnel, reporting structure, and personnel responsibilities and functions specifically for this engagement. The chart shall also provide the same relevant information for Subconsultants.

Any existing commitment of personnel shown in the organization chart that could conflict with availability for this engagement shall be clearly shown and explained. Evaluation of this Factor will also include consideration of proposed Subconsultant Firms. Proposals shall contain a maximum of ten (10) resumes of all key staff as well as key staff of Subconsultant Firms that are proposed for this engagement. At a minimum, resumes shall provide employee name, title, years of service with the firm, applicable professional registrations, education, relevant work experience, and years of experience in the fields related to wharf and pier design. Resumes shall also identify any specialty or technical expertise relevant to this engagement. Resumes should be single-sided and no more than two (2) pages in length. If more than two pages are submitted, only the first two pages will be evaluated. Resumes shall not count against any SOQ page limitation.

At a minimum, Proposer shall provide resumes of the following staff (aka as "Team Member" or "Team Members") being offered to perform these roles on this engagement: (1) Project Principal, (2) Project Manager, (3) Design Engineer, (4) QA/QC Engineer, and (5) any other staff member that Proposer considers key to this engagement, such as Subconsultant's that will be assigned. A Team Member can only serve in one project role. Team Members whose resumes are submitted shall actually perform the contemplated professional services unless after contract award the Firm submits a substitution request and receives prior approval from JPA's Senior Director of Engineering and Construction.

Provide the name and office locations of any Subconsultants proposed to be used on this engagement. Evaluation of this Factor will include a consideration of any proposed Subconsultants.

The SOQ shall clearly document that Proposer itself has possesses a minimum of ten (10) years of experience in professional marine engineering consulting, design and planning for the electrification for ports, marine terminals and intermodal facilities.

Provide any other documentation that Proposer believes will allow the Evaluation Committee to fully understand its competency to perform on this engagement.

#### **Key Personnel - Minimum Requirements**

1. **Project Principal** – Shall have a minimum of fifteen-years (15) of professional marine planning and engineering consulting and design services experience with projects for ports, marine terminals, and intermodal facilities. There is a preference for large-scale electrification experience at ports, marine terminals, and intermodal facilities Provide a photocopy of the

Project Principal's Professional Engineer current license issued by the State of Florida Department of Professional Regulation along with Project Principal's current address.

2. **Project Manager** – The Project Manager will be the lead on the project, focused on developing and implementing the project deliverables. The Project Manager must have experience in providing professional engineering consulting, design, and planning services for large scale electrification projects of an intermodal nature (Ports, Rail, Trucking). The Project Manager must have knowledge and experience interacting with utilities, Original Equipment Manufacturers (OEMs) and government entities.
3. **Electrical Engineer** – The Electrical Engineer must have a specialized background in utilizing principles of electrical engineering to assist in the analysis, development and design of systems for the project. Specifically experience with consulting and design services experience that includes providing cooperative assistance, such as studies, opinions, and electrification engineering support for ports, marine terminals, and intermodal facilities. There is a preference for large-scale electrification experience at ports, marine terminals, intermodal facilities located in coastal and marine environments. The Electrical Engineer must have knowledge and experience interacting with utilities, Original Equipment Manufacturers (OEMs) and government entities. Provide a photocopy of the Electrical Engineer's Professional Engineer current license issued by the State(s) with Electrical Engineer's current address.
4. **Civil Engineer** - The Civil Engineer must have a specialized background in utilizing principles of engineering to assist in the analysis, development and design of systems for the project. Specifically experience with consulting and design services experience that includes providing cooperative assistance, such as studies, opinions, and civil engineering support for ports, marine terminals, and intermodal facilities. There is a preference for large-scale electrification experience at ports, marine terminals, intermodal facilities located in coastal and marine environments. Provide a photocopy of the Civil Engineer's Professional Engineer current license issued by the State(s) with Electrical Engineer's current address.
5. **Planner** - The Planner must have a specialized background and experience to assist ports, marine terminals, and intermodal facilities in the analysis and development of strategic and tactical plans to electrify their facilities and equipment. The Planner must have knowledge and experience interacting with end users (Terminal Operators, Port Authorities, Utilities etc.) utilities, Original Equipment Manufacturers (OEMs) and government entities. There is a preference for large-scale electrification planning experience at ports, marine terminals, and intermodal facilities.
6. **Analyst/Technician** - The analyst/technician will use various technologies available to interpret data, design, and create CADD, cartographic, and graphical deliverables for the client. The analyst/technician should be able to find, understand, and manipulate various kinds of data from multiple resources.

**B. QUALIFICATIONS AND EXPERIENCE OF THE PROPOSER IN TARGET AREAS REQUIRED BY JAXPORT - (MAXIMUM SCORE: 30 POINTS)**

Qualities and indicators that will generally receive consideration include the quality, quantity and continuity of experience of the Proposer with the coverage of services being proposed or with similar services. Special emphasis should be given to strategic and tactical electrification consulting services provided for planning, engineering, and designing of electrical infrastructure including, but not limited to berth electrification for ship to shore crane operations, utility grid distribution, on facility distribution, conversions to ZE CHE, & EVSE, light-duty electric vehicle EVSE, conversions to ZE heavy-duty electric vehicles & EVSE, marine shore power systems & EVSE, energy storage systems, and renewable energy generation, with an emphasis on the electrification of ports, marine terminals, and intermodal facilities.

Please be sure to address the items listed below:

1. Describe how your firm has developed and implemented zero emission and near zero emission infrastructure planning, engineering, and designing consulting services for other clients considered similar to JAXPORT. What were the primary objectives? How did you determine whether the objectives were met?
2. Describe your firm's experience with port authorities, marine terminal operators, ocean carriers, vessel operators, departments of transportation, railroads, transportation authorities, and utilities? What type of services have you performed within our industry as it relates to electrification?
3. Describe the primary consultant's and subconsultant's experience and qualifications to be assigned to JAXPORT.

**C. RECENT, CURRENT, AND PROJECTED WORK LOAD - (MAXIMUM SCORE: 10 POINTS)**

Provide number and size of projects currently being performed by the personnel shown in the project organizational chart, provide the stage of completion of each project and anticipated completion date. Discuss ability of Firm's lead office to prosecute this engagement given its current workload. Proposer may include charts and graphs to demonstrate the current and projected workloads of the office executing this engagement and should discuss how Firm will adjust for any manpower or resource fluctuations.

**D. REFERENCES - (MAXIMUM SCORE: 5 POINTS)**

Provide reference contacts from three (3) clients currently under contract with your company. Additionally, references will be accepted from either existing clients or past clients whereby your company provided services within the past three (3) years. Include name, phone number, email address and a brief description of services performed for at least three (3) references.

**E. PAST AND PRESENT DEMONSTRATED COMMITMENT TO SEB, DBE, SBE, MBE AND WBE BUSINESSES AND CONTRIBUTIONS TOWARD A DIVERSE MARKET PLACE - (MAXIMUM SCORE: 5 POINTS)**

This Factor is intended to solicit responses from Proposers that indicate their past and present commitment to the Small Emerging Business (SEB), Disadvantaged Business Enterprises (DBE), Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) programs. More specifically, responses to this Factor should include, without limitation, statements that document the proposer's:

1. Commitment to diversity among the directors, officers, members and/or employees that make up the firm;
2. Commitment to diversity within the Firm's community and beyond;
3. Past and present commitment to and/or utilization of SEB's, DBE's, SBE's, MBE's and WBE's;
4. Future commitment to these programs relevant to this SOQ.
  - a. Indicate Firms Team and/or Subconsultant Firm's certifications for listed programs that apply.
  - b. Provide Subconsultant Firm contract language to be utilized.
  - c. Provide the administrative procedures that your firm will utilize to ensure maximum participation and reporting as it relates to these programs.

Proposer shall also disclose its anticipated Small Emerging Business participation goal as part of this Factor.

**F. THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES – (MAXIMUM SCORE: 5 POINTS)**

JPA will consider the volume of work previously awarded to each Proposing Firm by Using Agencies, with the objective of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

The term "Using Agencies" is defined as the City of Jacksonville and each of the "Independent Authorities", as well as all other "using agencies" of the City of Jacksonville as defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of the City and any independent agency required by law or voluntarily requesting to utilize services of the [Procurement] Department." Forms are not included in any SOQ page limitation.

Proposers shall submit a list of all local JPA projects on which Proposing Firm and Subconsultant Firms have been awarded fees during the past five (5) fiscal years. Include only those in which

Proposing Firm was the lead Consultant Firm (do not delete fees paid to Subconsultant Firms or others).

If the Proposer and Subconsultant Firms have not performed work for any Using Agencies during the past five (5) years, the response should so clearly state. Failure to provide complete and accurate information will result in lower score on evaluation. Failure to list amounts of all fees may result in rejection of proposal as non-responsive.

Proposing firms that performed no work in the past five years for the Using Agencies will receive five (5) points. Proposing firms that have performed work for Using Agencies will receive between one (1) and four (4) points as reasonably determined by the Evaluation Committee.

### 5.03 EVALUATION OF STATEMENTS OF QUALIFICATIONS

1. **Proposal Response Page Limit.** Proposer's response shall not exceed twenty-five (25) pages excluding the cover letter. Pages in excess of 25 will not be evaluated.
2. **Initial Screening.** JPA will review the submitted proposals to assure that they are responsive, meet the page limit specified in section 5.03(1), and satisfy the minimum requirement. Proposals deemed unresponsive will be returned to Proposer with a brief explanation of the reason for rejection.
3. **Evaluation Committee.** Following initial screening, JPA will convene an evaluation committee of at least three members, one of whom may be a staff member of JPA's Engineering and Construction Department. The evaluation committee members will each independently evaluate and rank each proposal in accordance with the proposal evaluation criteria contained in section 5.02 above.
4. **Proposal Scoring.** Each proposal evaluation criterion will have a value from one to the maximum point value stated for that criterion in section 5.02. A perfect score is 100 points. At JPA's sole discretion, Proposers may be invited to make oral presentations prior to final selection. These presentations will be scheduled at JPA's convenience. JPA is not be liable for any costs incurred by the Proposer in connection with oral presentations. JPA is not required to contact a Proposer to obtain additional information to evaluate the proposal.
5. **Award.** JPA will make an award based on Proposer's ability to meet JPA's needs and requirements based on the proposal evaluation criteria. It is JPA's intent to award to the Proposer firm, which, in JPA's sole opinion, is the most qualified and capable of providing the best overall service consistent with the goals and objectives, and in accordance with Florida Statutes Section 287.055 as amended.



6. **Negotiation with Successful Proposer.** The successful Proposer shall provide a schedule of proposed rates and costs prior to negotiations. These rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of this Agreement. Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified to by a certified public accountant. Profit shall be applied only to direct labor plus overhead. No markup or profit will be paid on non-labor related job costs, reimbursables or on services provided by subconsultants or others.

(The remainder of this page is intentionally left blank.)

**ACKNOWLEDGMENT OF ADDENDA AND STATEMENT OF QUALIFICATIONS  
SIGNATURE PAGE**

Acknowledgment of the following addenda is hereby made for each Addendum received in connection with this RFQ:

Addendum No. 1, Dated _____	Initials _____
Addendum No. 2, Dated _____	Initials _____
Addendum No. 3, Dated _____	Initials _____
Addendum No. 4, Dated _____	Initials _____

Enclosed, and by this reference incorporated in and made part of this SOQ, are each as required to be submitted in accordance with the RFQ.

The Proposer represents and warrants that it has read the RFQ and agrees to abide by the contents and the terms of the RFQ and the statements and commitments in the Proposer's SOQ.

Furthermore, the Proposer agrees that JAXPORT will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in the RFQ.

Proposer acknowledges that it received all addenda specifically listed above, together with those sets of RFQ Comments and published responses made available through the SOQ Due Date.

The Proposer understands and agrees that all costs and expenses incurred in preparing this SOQ and participating in the procurement process for this RFQ will be borne solely by the Proposer.

The Proposer understands that JAXPORT is not bound to shortlist any Proposer and may reject each SOQ that JAXPORT may receive.

The Proposer acknowledges and agrees to the protest provisions and understands that it limits the Proposer's rights and remedies to protest or challenge the RFQ or any determination thereunder.

**Additionally, the Bidder attests to the following (place initials and date next to each item):**

- A. \_\_\_\_\_ hereby attest that I, as the Bidder, agree to comply with The Buy American Act, 41 U.S.C. §§ 8301-8305, and I have fully read and agree to follow the requirements of Term B.5 of the PIDP Grant Agreement (Appendix A of AE-1933). Failure to follow The Buy American Act and Term B.5 may result in termination of the contract and/or financial penalties.

**ATTACHMENT A**

B. \_\_\_\_\_ I hereby attest and understand that JAXPORT is entitled to recover from the Bidder any and all funds that have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this Project.

C. \_\_\_\_\_ I hereby attest that I, as the Bidder, have fully read the PIDP Grant Agreement for this Project (Appendix A of AE-1933), including, but not limited to, Exhibit A "Applicable Federal Laws and Regulations and Exhibit B "Additional Standard Terms" I hereby attest that I, as the Bidder, understand all of the applicable laws and regulations for this Project and agree to comply with all of the applicable laws, regulations, and executive orders. I understand that failure to comply with the applicable laws, regulations, and executive orders may result in a termination of the contract and/or financial penalties.

SOQ's shall be signed below; including typed or printed name and title of the signer. SOQ's must be signed by an individual with the authority to bind the Contractor. The signature of Authorized Representative on the SOQ must be made by an officer of the Contractor if the Contractor is a corporation, by a partner if the firm is a partnership, or by the proprietor, if the firm is a sole proprietorship.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signatory

**CONFLICT OF INTEREST CERTIFICATE**

Proposer must execute either Section I or Sections II and III, hereunder, as required by Chapter 112 of the Florida Statutes. Failure to execute either Section I or Section II and Section III may result in the rejection of this bid / proposal.

**SECTION I**

I hereby certify that no public officer or employee of the Jacksonville Port Authority (The JPA) has a material financial interest or any business entity of which the officer, director or employee of the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the official's, director's or employee's spouse or child, or any combination of them, has a material interest in this contract.

"Material Interest" means direct or indirect ownership of more than 10 percent of the total assets or capital stock of any business entity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date

CONFLICT OF INTEREST CERTIFICATE

SECTION II

I hereby certify that the following named public official(s) and/or the JPA employee(s) having material financial interest(s) (in excess of 10%) in this company have each filed Section III (Public Official Disclosure) with the Jacksonville Port Authority, Office of the Chief Executive Officer, 2831 Talleyrand Avenue, Jacksonville, Florida 32206-0005 prior to the time of bid opening.

Name	Title or Position	Date of Public Official Disclosure Filing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date

CONFLICT OF INTEREST CERTIFICATE

SECTION III (PUBLIC OFFICIAL DISCLOSURE)

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

Public Official Signature: \_\_\_\_\_

Public Official Name: \_\_\_\_\_

Public Position Held: \_\_\_\_\_

Position or Relationship with Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

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:
- A. A predecessor or successor of a person convicted of a public entity crime; or
  - B. 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, by means of physical presence or online notarization, \_\_\_\_\_ 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:

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The applicant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant Firm, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant Firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Consultant Firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, UPS Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date

**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

**AGREEMENT  
BETWEEN  
JACKSONVILLE PORT AUTHORITY  
AND  
CONSULTANT NAME**

This Agreement entered into as of April \_\_, 2024 (the “Effective Date”) by and between Jacksonville Port Authority, a public body corporate and politic under the laws of the State of Florida (the “Authority”), located at 2831 Talleyrand Avenue, Jacksonville, Florida 32206 and **Consultant Name** (the “Consultant”), a **Consultant State** corporation with its principal offices at **Consultant Address, Consultant City, State, Zip Code** to provide, subject to separate engagements incorporating the terms of this Agreement, for AE-1933 Port Maritime Electrification Plan Request for Qualifications (“RFQ”) for the Jacksonville Port Authority.

**WHEREAS**, the Authority, based on Consultant’s response to the RFQ and subsequent interviews and/or negotiations, has selected the Consultant as having satisfactory qualifications to perform such services for the Authority; and;

**WHEREAS**, the Consultant represents that it has the professional qualifications, capability and willingness to perform the professional services required to assist the Authority in scoping and implementing the Authority’s Project; and;

**WHEREAS**, the Authority and Consultant have successfully negotiated the terms of this Agreement in accordance with the provisions of §287.055, Florida Statute.

**NOW THEREFORE**, in consideration of the covenants and promises herein contained, and for other good and valuable consideration, the Authority and Consultant agree as set forth below:

**DEFINITIONS**

**1. The Authority: Jacksonville Port Authority (JAXPORT)**

A public body whose plans and projects outline and define the work required to construct the project.

**2. Request for Consultant Services**

A document produced by the Authority and issued to the Consultant that defines a project, funding source, states the general goals and objectives of the project, identifies those services requested of the Consultant, and requires a written response (within a stated time) from the Consultant in the form of a Project Proposal as defined in Section 1.2.1.

**3. Subconsultant.**

A person or company who is not an employee or owned by the Consultant, who may provide professional services to the Consultant, for the express benefit of Authority, through a contractual relationship with the Consultant.

**4. Project.**

A defined set of parameters that encompass all those activities and actions necessary to produce, complete, or attain a design, specific physical change, alteration, study, inspection or other activity.

**5. Consultant.**

A person or entity licensed to do business in the State of Florida to provide Professional Consulting and Design Services.

**6. Capital Purchase Order.**

A purchase document, initiated by the Authority where specific project parameters, conditions, schedules, payment method and price are defined. Receipt of a fully executed Capital Purchase Order is the authorizing document for the Consultant to begin work.

**7. Contract Documents.**

The Contract Documents shall consist of this Agreement, the Capital Purchase Order, any duly authorized contract amendment or change order, the RFQ and consultant's response to the RFQ all of which are hereby incorporated by reference as if fully set out herein. The Contract Documents are meant to be complementary and what is called for by one is called for by all. If there are any conflicting terms between the Contract Documents the following is the order of precedence Authority will generally consider in resolving the conflict:

- Amendment/Change order to Capital Purchase Order
- Capital Purchase Order
- Amendments to Agreement
- Agreement, including all Exhibits
- RFQ and all addenda thereto
- Consultant's Response to RFQ

**ARTICLE 1 - CONSULTANT'S SERVICES AND RESPONSIBILITIES**

**1.1 Division of Work.**

It is the desire of the Jacksonville Port Authority that the work of this Agreement be shared with other qualified consultants of Northeast Florida to the extent that such goal does not diminish the goal of selecting the most qualified consultants.

Subconsultants who are selected by the Consultant should preferably be established Florida firms who are not owned by the Consultant, and have a substantial presence in Florida. In all cases, the Consultant will be the single point of contact for the Authority for all issues related to this Agreement. The Consultant will retain all responsibility and liability for the performance of its Subconsultants.

**1.2.1 Work Plan.**

The Project Work Plan shall identify on a task-by-task basis, specific technical and/or administrative resources, and tasks that will be required to fully and completely respond to the JAXPORT's Request for Qualifications." In developing the Project Work Plan, the Consultant shall be responsible for reviewing the requirements for the Project with the Authority, to assure a full and complete understanding, delineation and achievement of the goals and objectives for the Project.

The Work Plan proposed by the Consultant shall include, but not necessarily be limited to an itemization of the tasks that will be accomplished by the Consultant through the various phases of the Project. The Work Plan shall be developed by the Consultant in a manner that will assure the orderly progression and successful completion of the requested service and the accuracy, timeliness, and cost effectiveness of all work produced by the Consultant.

### **1.2.2 Budget.**

The Project Budget shall provide a detailed estimate and itemization of all costs that will be incurred in accomplishing the Project Work Plan. Only costs specifically authorized by this Agreement, or otherwise in writing by the Authority, shall be used to develop the Project Budget. The Project Budget shall be organized into the following categories:

- o Professional fees based on Contract Hourly Rates, as detailed in EXHIBIT "A."
- o Direct (reimbursable) expenses as defined in EXHIBIT "A."
- o Preliminary budget estimate of all costs necessary to complete the Project through conceptual development phase and final acceptance.

### **1.2.3 Implementation Schedule.**

The Implementation Schedule shall be maintained using e-Builder software, a computer-based project management system that is capable of graphically depicting and tracking the duration, dependency, and cost of each phase and/or task necessary to complete the Work Plan. The Implementation Schedule shall clearly identify all Project milestones, be capable of assigning and monitoring the utilization of all resources assigned to the Project, and be fully suitable for reporting progress throughout the duration of the Project.

### **1.2.4 Staffing Schedule.**

The Staffing Schedule shall detail the proposed staff to be assigned to the Project, including Subconsultant staff, where utilized. Clearly identify each participant's role and note which individual(s) is responsible for quality assurance and cost control. Consultant shall notify Authority in advance of any changes or substitutions to the Staffing Schedule, along with a brief justification.

**1.2.4.1** Though the Project Proposal shall contain a Work Plan, Budget, Implementation Schedule, and Staffing Schedule as essential elements, the organization and structure of the detailed Project Proposal may vary, depending on the nature of the Project and the specific services to be rendered. The Authority shall be the final determinant as to the acceptability of the Project Proposal.

**1.2.4.2** Actual service shall be rendered for the Project being specifically authorized by the Authority with issuance of a Capital Purchase Order, as detailed in Section 1.2.5.



### **1.2.5 Capital Purchase Order.**

Following review, and a determination of acceptability of the Consultant's detailed Project Proposal, the Authority shall issue a Capital Purchase Order. The Capital Purchase Order shall summarize the scope of each assignment, any limiting conditions or requirements, and authorize the initiation of service on the Project. The Capital Purchase Orders shall be subject to the approval of the JAXPORT Chief of Staff or the Granting Authority where grant funding is to be utilized in the Project. The Capital Purchase Order shall contain a Maximum Indebtedness or Not to Exceed amount that indicates the consideration to be paid by Authority to Consultant for the Work performed pursuant to the Capital Purchase Order.

### **1.3 Subconsultants.**

It is understood and agreed that there are no Subconsultants as parties to this Agreement. It is further agreed that when and if the services of a Subconsultant firm is necessary, the selection of that firm and the respective responsibilities of that firm are the sole responsibility of the Consultant. All Subconsultants are subject to prior acceptance, in writing, by and at the sole discretion of the Authority.

### **1.4 Project Management.**

#### **1.4.1 Project Manager.**

It is understood and agreed that Consultant's Project Principal's Name shall represent the Consultant as its Project Principal in the performance of this Agreement. Consultant's Project Manager's Name will be the Project Manager. The remaining job categories will be filled by the Consultant's resources as outlined in Exhibit "A."

**1.4.1.1** No one else will be assigned to act in the capacity of the Project Manager without prior written approval of the Authority (see Article 3.6), which will generally not be given, except under extenuating circumstances.

**1.4.1.2** It is further understood and agreed that the Consultant's Project Manager shall be responsible for, and will direct and coordinate the activities of the Consultant, its Subconsultants and any other provider of service in carrying out the work, as set forth in the Capital Purchase Order issued under this Agreement.

### **1.5 Responsibility of the Consultant**

**1.5.1** The Consultant shall be responsible for the professional certifications, quality, technical accuracy and the coordination of all calculations, design, drawings, specifications, recommendations, reports, inspections, surveys, change orders, and other services furnished by or through the Consultant under this Agreement. Without limiting any of its other obligations or liabilities the Consultant shall, and without additional compensation, correct or revise or cause to be revised any errors or omissions in its work and other services, and shall be responsible for any delay, disruption, or other damages consistent with the Consultant's responsibilities.

The standard of care expected from these consultant services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed.

**1.5.2** The Consultant shall ascertain from the Authority and understand the budgetary constraints for the Project and major sub-elements thereof. This information shall be disseminated throughout the Consultant's staff, including Subconsultants, if any, so as to enable compliance with the designated annual budget.

**1.5.3** Neither the Authority's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be construed to constitute a waiver of any rights under this Agreement or, of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Authority and in accordance with applicable law for all damages to the Authority caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

## ARTICLE 2 - COMPENSATION AND METHOD OF PAYMENT

### 2.1 Method of Payment.

**2.1.1** This Section describes the methods of compensation to be made to the Consultant for the services set forth in Exhibit "A." The services are to be provided over the duration of the work specified in the RFQ AE-1933 Professional Engineering Consulting, Design and Planning Services for the Authority. Services to be provided under this Agreement by the Consultant shall consist of the project assignment as defined in the Request for Qualifications. Compensation for services provided will be based on one of the following methods:

**2.1.2** Cost Plus – Payment for services provided shall be on the basis of Contract Hourly Rates as outlined in Exhibit "B." The number of hours and the resources required to complete this project have been negotiated and the Consultant will be held to that number of hours unless there is a significant change in scope of services and the Authority has agreed to add additional hours to compensate for that scope change. In that case a Change Order will be initiated and the Capital Purchase Order updated accordingly.

- i. Contract Hourly Rates - Contract Hourly Rates include overhead, facilities capital cost of money, profit margin, and direct expenses with the exception of Direct Reimbursable Expenses as outlined in Section 2.1.2(ii) below. The Consultant may negotiate job categories other than those listed in Exhibit "B" if required by specific work assignment.
- ii. Direct Reimbursable Expenses – Direct Reimbursable expenses consist of actual expenditures made by the Consultant in the interest of the project.
  - a. Direct expenses included in Contract Hourly rates are materials and supplies, postage, shipping, and deliver, automobile, boat, and equipment rental, telephone, reproduction. These expenses are not reimbursable by the Authority.
  - b. Travel expenses are not allowed in connection with the project.

- c. The Consultant will determine the needs for maintaining long term storage for the Authority materials, files and plans and submit a cost-effective proposal for accomplishing the task. The final plan will be mutually agreed to by the Authority's Manager, FTZ & Grant Administration and the Consultant's Project Principal. This will not include storage for records on ongoing efforts the project which is part of overhead.
- iii. Subcontracts for services to be provided by persons other than Consultant personnel - Compensation for subconsultant services shall be made on the same basis as the method described in this Section.
- iv. Subcontracting Administration – The Consultant will be allowed to charge a percentage of the subconsultant agreement to cover its administration and management costs associated with using the subconsultant. This charge will cover all Prime Consultant time in spent on arranging for the subcontracting work including such tasks as getting quotes, negotiations, contracting and administration and management of the subcontract and is in lieu of any direct salary charges. The amount will be 5% for all sub agreements. This administrative charge will also be deemed to cover all legal and insurance issues arising out of the use of the subconsultant. No direct time will be charged to the Authority in the Consultant's process of contracting with subconsultants unless specifically allowed by the Authority's Manager, FTZ & Grant Administration prior to the execution of a contract with any subconsultant. However, direct time may be charged by the Consultant for independent, specific technical review of subconsultant's work, if authorized by the Authority's staff.

**2.1.3** Payments made incrementally throughout the period of service for the Capital Purchase Order shall represent full compensation for all service(s) required to complete the work of the Capital Purchase Order. It shall include, but not necessarily be limited to, the Contract Hourly Rates, and direct non-salary (reimbursable) expenses, willingness to serve, and assumption of responsibilities without regard to the type or nature of service provided or actual cost incurred.

**2.1.4** It is hereby understood and agreed that the entire cost of developing the Project Proposal under Section 1.2.2 shall be borne by the Consultant, and shall not be a reimbursable cost under this Agreement.

**2.1.5** By its acceptance of a Capital Purchase Order, the Consultant certifies that it has a full and complete understanding of all requirements necessary to complete its responsibilities under the Agreement, and provides its assurance that it shall render fully and completely all services required to complete the Authority's Project as agreed. The Authority, based on this assurance, agrees to incrementally pay the Consultant as stated in Section 2.1.1, above. The sum of payments under the Capital Purchase Order shall not exceed the maximum amount stated thereon.

**2.1.6** The Consultant agrees that invoices for services rendered on the Capital Purchase Order shall be submitted no more frequently than monthly.

**2.1.7** Payments shall be made promptly by the Authority within twenty (20) business days after receipt of acceptable Consultant's invoice. The Authority agrees that if some items of the Consultant's invoice are disputed by the Authority, the Authority will pay those non-disputed items

of the Consultant's invoice within thirty (30) business days after receipt. The Consultant agrees that each payment shall be made only in response to the Consultant's periodic invoice, in increments proportionate to the satisfactory completion of such services as generally determined acceptable by the Authority. The Consultant further agrees that the incremental charge for all services rendered shall be consistent with, and proportionate to, the current version of the Project Work Plan approved by the Authority, and not be greater than the agreed upon amount included in the Capital Purchase Order.

## **2.2 Progress and Variance Reports.**

The Consultant shall submit with each invoice for payment on the Capital Purchase Order a Progress Report that factually summarizes all activities and accomplishments which occurred during the billing period, and a Variance Report that details and explains any difference between the cost budgeted for each task or item, and the current forecast for expenditures anticipated through completion. Any anticipated shortfall that would be created as a result of the periodic payment shall be documented and discussed with the Manager, FTZ & Grant Administration. The shortfall situation shall either be justified or actions initiated to recover the original task or item budget to the satisfaction of the Grant Administrator prior to payment. All Progress and Variance reporting shall be accomplished in a manner and form that is directly comparable to the Project Proposal developed by the Consultant under Section 1.2.2 for the invoiced Capital Purchase Order.

## **2.3 Additional Services.**

**2.3.1** The Consultant agrees to provide all services to this Agreement through its Jacksonville office location. Relocation, travel or subsistence expenses for special employees of the Consultant necessary to bring these individuals to Jacksonville to serve this Agreement, are reimbursable only at the sole discretion of the Authority and under special project conditions and as specifically authorized by the Capital Purchase Order.

**2.3.2** It is understood and agreed that, at any time or for any reason during the performance of services under the Agreement, it may be necessary for the Consultant to render service that is, or would be, outside the scope of the services that resulted in the original Capital Purchase Order. To the extent that this service is not consistent with the Scope of Services for the Capital Purchase Order, said service shall be considered Additional Service and is compensable as provided herein.

**2.3.3** The Consultant waives compensation under this Article unless the Consultant, prior to rendering the additional service and in writing, serves notice to the Authority identifying, specifically, which additional services are considered necessary, or if the change is requested by the Authority that the change would constitute an additional fee for said service, must be negotiated.

**2.3.4** No service for which an additional cost or fee will be charged by the Consultant, shall be furnished without the prior written authorization of the Authority. Such service, if any, shall be compensated for as an Additional Service on the basis of a Project Proposal developed for the specific service contemplated under the general provisions of Section 1.2.2.

**2.3.5** In the event a dispute arises as to whether services are necessary, the Authority's determination shall be a pre-condition to any further action by the Consultant.

**2.3.6** In the event that a dispute arises as to whether services are, in fact, Additional Services, the Consultant agrees to perform the services at the written direction of the Authority, and to subsequently resolve the dispute pursuant to Article 13.

### **ARTICLE 3 - AUTHORITY'S RESPONSIBILITIES**

#### **3.1 Provision of Information.**

The Authority shall provide information as to its general requirements for the Project.

#### **3.2 Availability of Information.**

The Authority shall assist the Consultant by placing at its disposal all available information pertinent to the Project, including previous reports and any other data relative to design and planning of the Project, provided however, that the Consultant shall be responsible for any analysis, interpretation, application or use of the information thereof by the Consultant in performing hereunder. While the Consultant may reasonably rely upon the accuracy, timeliness and completeness of the information provided by the Authority, the Consultant shall exercise good engineering judgment and due diligence in the use of this information. All information provided hereunder by the Authority will be made available at the Authority's main office, or at the appropriate location of the work.

#### **3.3 Provision of Public Access.**

The Authority shall provide access to, and make all provisions for the Consultant to enter upon public and private properties as required for the performance of services under this Agreement. The Consultant's activities under this Article shall be governed by Sections 471.027 and 472.029, Florida Statutes.

#### **3.4 Security Implementation Procedure**

JAXPORT's rigid security standards include the Federal Transportation Worker Identification Credential (TWIC) program, which is administered by the Transportation Security Administration. The TWIC is required for unescorted access to all JAXPORT terminals. It is your responsibility as the Prime Contractor to ensure that all of your employees and sub-contract personnel working for your company have been properly screened and credentialed with the TWIC, and the JAXPORT Business Purpose Credential.

##### **Transportation Worker Identification Credential (TWIC)**

The TWIC is required for all Prime Contractor/Sub-Contractor employees working on the job site for this Contract. This credential is for all personnel requiring unescorted access to secure-restricted areas of Maritime Transportation Security Act (MTSA)-regulated facilities. TSA will issue a tamper-resistant "Smart Card" containing the person's biometric (fingerprint template) to allow for a positive link between the card and the individual.

The fee for obtaining each TWIC® is \$125.25, and the credential is valid for five years. The pre-enrollment process can be initiated online at <https://universalenroll.dhs.gov/> or at an IdentoGo TSA's Universal Enrollment Service Center.

**TWIC: Universal Enrollment Centers**

The Jacksonville Universal Enrollment Center is located at: 2121 Corporate Square Blvd. Building A, Suite 165, Jacksonville, FL 32216. The office hours are Monday-Friday: 09:00 AM –11:00AM / 12:00PM- 6:00 PM, For general information you can call the TWIC Call Center at 1-855-347-8371, Monday-Friday, 8 a.m. to 10 p.m. Eastern Time.

**JAXPORT Business Purpose Credential**

In addition to the TWIC, JAXPORT requires a JAXPORT Business Purpose Credential to be issued and registered at JAXPORT's Access Control Center located at the 9620 Dave Rawls Blvd. Jacksonville Fl. 32226 (Brick Building next to the Main Gate concourse). Hours of operation are Monday-Friday 7:30AM-4:30PM. The JAXPORT Business Purpose Credential is issued at no cost but expires at the end of the contract provisions.

The JAXPORT prime contractor is responsible for sponsoring all sub-contractors for the JAXPORT Business Purpose Credential.

Federal Training Requirement: (33CFR 105.215) Maritime Security Awareness Training

**JAXPORT is a federally regulated facility under the Maritime Transportation Security Act of 2002 (MTSA) as codified under the US Code of Federal Regulation 33 CFR Chapter 1, Subchapter H Part 105.**

*33 CFR 105.215-Security training for all other facility personnel.* All other facility personnel, including contractors, whether part-time, full-time, temporary, or permanent, must have knowledge of Maritime security measures and relevant aspects of the TWIC program, through training or equivalent job experience.

To meet the requirements of 33 CFR 105.215; the Prime Contractor/Sub-Contractor employees and all support personnel: Engineers, Suppliers, Truck Drivers, Laborers, Delivery persons etc. (NO EXCEPTIONS) are required to attend JAXPORT's Maritime Security Training given every Wednesday (10am, 2pm & 5pm) at JAXPORT's Access Control Building. Contact the JAXPORT Access Control Center to arrange for the training. JAXPORT will work with Contractors to conduct timely Maritime Security Training classes for larger groups.

All Prime Contractor/Sub-Contractor employees working on the job site for JAXPORT are required to attend JAXPORT's 33 CFR 105.215 (Security/Safety Training for All Other Facility Personnel) class at a cost of \$35.00 per person. Arraignments can be made by calling JAXPORT Access Control Phone# (904) 357-3344.

**TWIC Escort Provisions**

To ensure contractors can begin work after they receive a Notice to Proceed, JAXPORT will allow prime contractors to have dedicated employee TWIC Escort(s) to handle those contractor employees who have not yet received their TWIC. Escorted employees must have a TWIC receipt validated by Access Control to receive a temporary JAXPORT Business Purpose credential.

Contractor deliveries from Non-TWIC vendors may be escorted by JAXPORT approved Prime Contractor escorts. The prime contractor will be required to submit a request for TWIC Escort



privileges to [accesscontrol@jaxport.com](mailto:accesscontrol@jaxport.com) . Once approved, the contractor's employee(s) will attend a JAXPORT provided MTSA TWIC Escort Class in addition to the standard MTSA 33 CFR 105.215 Security Class at a combined cost of \$55.00. **These authorized individual(s) must have no collateral duties that will separate the escort from the escorted visitor while serving as escort.** Note - Limitations to the number of TWIC Escort authorizations will be set by the JAXPORT Public Safety Department.

Truck drivers, vendors, labor may not conduct escorts.

A Contractor authorized by JAXPORT to conduct an escort of a non-TWIC holder in a restricted area must have:

- Successfully completed MTSA 33 CFR 105.215 Security/ Escort Class at \$55.00
- Have a valid TWIC on their person
- Have an approved JAXPORT TWIC ESCORT credential on their person
- Have a tamper-resistant laminated government issued photo identification card on their person.

TWIC Escorts must complete the JAXPORT TWIC Escort Form daily before getting to the access gate. The form will be kept on file at the JAXPORT Security Operations Center (SOC).

The Prime Contractor assumes full liability for the escorted person(s) while on JAXPORT property. The person under escort must have a continuous side by side escort in a secure-restricted area. Federally (USCG / TSA) imposed fines and or consequential damages resulting from a failed TWIC Escort by the Prime or Sub-contractor will be the responsibility of the JAXPORT Prime Contractor regardless of whether it is a direct employee.

**Federal regulation definition: 33.CFR 101.105**

*Escorting means:* ensuring that the escorted individual is continuously accompanied while within a secure area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those for which escorted access was granted. This may be accomplished via having side-by-side companion or monitoring, depending upon where the escorted individual will be granted access. Individuals without TWIC may not enter restricted areas without having an individual who holds a TWIC as a side-by-side companion.

### **JAXPORT TWIC ESCORTS**

JAXPORT may provide TWIC escorts at Tariff rate with advanced notice (Minimum 24 hours). After review of the Contractors operation; JAXPORT will decide the number of escorts required to meet the federal regulation ratios of TWIC escort per non-TWIC worker. This will be based on operational requirements.

JAXPORT TWIC Escort Tariff Fees are published in JAXPORT's Tariff Schedule. Current rates are: **Mon.-Fri. 7:00 a.m. until 6:00 p.m.** Subject to two hour minimum \$125.00 first two hours; \$125.00 each additional two-hour block thereafter.

**After 6:00 p.m. until 7:00 a.m. weekends, holidays** Subject to two hours minimum \$250.00; \$125.00 each additional two-hour block thereafter.

#### **Examples:**

1. One TWIC Escort for an 8-hour day is \$501.00 (= 4 TWIC Credentials)



2. One TWIC Escort for 1 5-day work week is \$2505.00 (= 20 TWIC Credentials)

**NOTE:**

- All persons entering JAXPORT under TWIC Escort are required to have a tamper-resistant laminated government issued photo identification card on their person. The Identification Card must meet the USCG MTSA standards of 33 CFR 101.515. (State issued paper temporary drivers licenses are not acceptable identification).
- Any violations of the JAXPORT USCG approved Facility Security Plans will result in a Security Violation Hearing and be subject to temporary or permanent denial of access onto JAXPORT Terminals or ability to TWIC Escort.

**Significant Designations on Terminals**

- The terms "secure area" and "restricted area" do not mean the same thing. A **secure area** is defined as "the area over which an Authority/operator has implemented security measures for access control." A **restricted area** is defined as "the infrastructure or locations identified in an area, vessel or facility security assessment or by the operator that require limited access and a higher degree of security protection."
- Entry through the main gates at Blount Island Terminal (BIT) constitutes entry into a secure area; tenant-controlled properties are designated as restricted areas per their individual FSPs.
- Entry into the main gates at Talleyrand Marine Terminal (TMT) and Mitsui/TraPac (MOL) Terminal constitutes entry into a restricted area.
- Entry into the Cruise Terminal provisions gate, crew gate or terminal doors constitutes entry into a restricted area.

**Escorts**

**Truck drivers, vendors, labor may not conduct escorts.** The only exception will be given to the ILA President, Vice President and Business Agent when escorting for purposes other than labor.

**Truck Drivers:** Truck drivers at the gate with no TWIC and/or no escort into a restricted area, will be turned around and will be assisted by security traffic control to safely park until such time as the escort arrives. Truck drivers are responsible for making contact with their approved escort; JAXPORT security is not responsible for arranging or providing escorts. Escort must assume written custody of the driver. For cargo trucks, escorts may be in a vehicle providing the escort is able to visually observe the escorted at all times. This policy DOES NOT apply to POVs.

**Contractors:** Contractors without a JAXPORT badge and TWIC to access the port will be under escort as defined in this policy.

**Contract Security (performing security duties):** Must have a JAXPORT credential and a TWIC badge and may not be escorted.

**Hired Escorts:** Hired escorts would be commercial companies providing escort services for tenants in restricted areas; they must be sponsored by a tenant and may be vetted and approved with additional training and an administrative fee.

**Vendors:** Vendors without a TWIC will be turned away unless they have a dedicated & approved TWIC escort.

**Visitors:** According to Florida State Law, visitors without JAXPORT credentials may only visit five times in a 90-day period; this policy will remain in effect. Visitors should be vetted at least 24-hours in advance and await escort at the gate where they are seeking access. **A person with a TWIC badge, but without a JAXPORT credential will be treated as a "5/90" visitor.**

**Vessel Crewmembers:** When a vessel visits a JAXPORT terminal, the vessel's crew commonly needs to work in the immediate vicinity of their vessel (handling lines, taking draft readings, etc.). Some vessel crew may not have a TWIC, or they may not be U.S. Merchant Mariners. Although the dock, pier, or platform the vessel is moored to, is defined as a restricted area. There is no requirement to escort any of the vessel crewmembers that do not have a TWIC while they work alongside their vessel. **The area of dock directly adjacent to the vessel and extending in shore 18 feet from the vessel shall be designated the Crewmember Confinement Area (CCA).**

Vessel crewmembers may be escorted by approved escorts provided they complete the *TWIC Escort form* and escort under no more than a 1 to 5 ratio (excluding labor, contractors, and vendors). Prior to and upon completion of the escort, they are to contact the JAXPORT SOC at 904.357.3360.

Vessels, in coordination with the calling facility, shall ensure all crewmembers do not access Restricted Areas without approved escort. Any crewmember found outside the Crew Confinement Area (CCA) without a TWIC or approved escort may be considered a security breach under the JAXPORT FSP.

Seamen Center workers, ship's agents, etc. who may pick up crewmembers outside the CCA must have TWIC Escort forms on hand and deliver them to the nearest facility gate once completed.

**New Hire Provision:** **If a new hire moves from a secured to a restricted access area, they require side-by-side escort by a TWIC holder at all times.** If an individual is a newly hired vessel or facility employee who has applied for but not yet received a TWIC, the Authority/operator may grant the individual accompanied access to secure areas of the vessel or facility. This accompanied access may be granted for a period of up to 30 consecutive calendar days from the date of TWIC enrollment, after notification through Homeport that the individual has passed the name-based check. Accompanied access may be extended for an additional 30 days by the local COTP if TSA has not yet issued the new hire's TWIC.

Company/tenant/operator is responsible for reporting and verifying new hires via Homeport. This provision **may not** be used to grant temporary accompanied access to an individual being hired as a CSO, VSO, or FSO or any individual being hired to perform security as a primary duty.

## Rail Access

**Rail Access:** It is the Coast Guard's position that, due to the unique aspects of railroad operations that can impact security at MTSA facilities, all railroad crew servicing secure areas of a MTSA facility should possess a TWIC. The following applies at:

**Blount Island Marine Terminal:** CSX will contact JAXPORT SOC via e-mail in advance of train arrival on BIMT to report crew TWIC status; if a crewmember does not possess a TWIC, JAXPORT contract security will provide escort. At no time will JAXPORT contract security personnel board trains or cross train tracks.

**Talleyrand Marine Terminal:** All Railroad personnel entering TMT must be in possession of a TWIC.

Any violation of the JAXPORT TWIC rail policy will be treated as a security breach under the JAXPORT FSP.

### Additional Comments:

The following standards must be met for escorting in the restricted areas of JAXPORT:

1. Escorts must have in their possession a valid TWIC and a permanent JAXPORT credential.
2. Visitors must have a verified reason to enter the restricted area.
3. Side by side escort requirement must be continual and uninterrupted.
4. The person escorting must be able to immediately contact JAXPORT Security Operations Center at (904.357.3360), as indicated on TWIC Escort Form.
5. JAXPORT Security must be notified if the side by side escort has been compromised or the non-TWIC holder engages in unlawful or suspicious activity.
6. Non-TWIC holders will not be allowed to occupy a privately-owned vehicle (POV) without a JAXPORT authorized escort.
7. TWIC Escort Form indicates Facility and FSO responsible for the action of the escorted & employees.
8. TWIC Helpdesk: 1-866-347-8942

### 3.5 Review of Materials.

The Authority shall review all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the Consultant as a work product developed in response to the Capital Purchase Order. All reviews shall be completed and the results presented to the Consultant to the greatest extent practical within a reasonable time so as not to delay the services of the Consultant.

### **3.6 Authority's Representative.**

The Authority shall designate a person to act as the Authority's representative with respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions; receive information; interpret and define Authority's policies and decisions with respect to materials; equipment, elements and systems pertinent to the services covered by this Agreement, except where the Authority is required to act through its appointed Governing Board. Written authorization and directives issued by the Authority's representative shall be honored by the Consultant, so long as such authorizations and directives are consistent with the scope of services to be provided under the Agreement. It is understood and agreed that for the purpose of this Article, Justin Ryan, Manager, FTZ & Grant Administration or other representative(s) designated in writing by the Grant Administrator shall represent the Authority for all matters pertaining to this Article.

## **ARTICLE 4 - TERMINATION OF THE AGREEMENT**

### **4.1 Termination for Cause.**

If the Consultant is adjudicated as bankrupt, or if they make a general assignment for the benefit of creditors, or if a receiver is appointed on account of their insolvency, or if they persistently or repeatedly refuse or fail to supply enough qualified personnel, if they fail to make proper payment to Subconsultants and Subconsultants, or disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or otherwise materially breaches any provision of this Agreement, the Authority may, after 5 days' written notice to the Consultant but without prejudice to any right or remedy, terminate the employment of Consultant and complete the Consultant's services hereunder through others. Termination shall be accomplished by written notice stating due cause, and shall be effective upon receipt. In such case, the Consultant shall be liable to the Authority for all damages and any and all additional costs and expenses occasioned to the Authority thereby.

### **4.2 Termination for Default.**

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

In that event, the Authority shall compensate the successful Consultant Firm in accordance with the Agreement for all services performed by the Consultant Firm prior to termination, net of any costs incurred by the Authority as a consequence of the default. Notwithstanding the above, the successful Consultant Firm shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Agreement by the Consultant Firm, and the Authority may reasonably withhold payments to the successful Consultant Firm for the purposes of set off until such time as the exact amount of damages due to the Authority from the successful Consultant Firm is determined.

### **4.3 Termination for Convenience.**

The Authority may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful Consultant Firm of such termination, which shall become effective thirty (30) days following receipt by Consultant Firm of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the Authority. If the Agreement is terminated by the Authority as provided in this section, the Authority shall compensate the successful Consultant Firm in accordance with the Agreement for all services actually performed by the successful Consultant Firm and reasonable direct costs of successful Consultant Firm for assembling and delivering to the Authority all documents. No compensation shall be due to the successful Consultant Firm for any profits that the successful Consultant Firm expected to earn on the balance of the Agreement. Such payments shall be the total extent of the Authority's liability to the successful Consultant Firm upon a termination as provided for in this section.

#### **4.4 Receipt of Notice.**

Date of receipt of termination notice shall be established either by Certified Mail Return Receipt or hand delivery with receipt, at the Authority's option.

#### **4.5 Events upon Termination.**

Upon termination of the Agreement under either Sections 4.1 or 4.2 the Consultant shall:

Immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the Authority all data, drawings, specifications, reports, estimates, summaries and all other information and materials including, but not limited to, that which may exist in electronic media format, as may have been developed and accumulated by the Consultant in performing this Agreement, completed or in progress.

Authority will have no liability to the Consultant for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents

### **ARTICLE 5 - ASSURANCES**

#### **5.1 Indemnification and Insurance.**

**5.1.1** The Consultant and its subconsultants and subconsultants (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend Authority and Authority's officers, board members, employees, representatives and agents (individually or collectively referred to as the "Indemnified Parties") from and against:

(a) General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons (including death) or damage to property, arising out of or incidental to the Indemnifying Parties' negligent performance of the Contract or work performed hereunder; and

(b) Environmental Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising from or in connection with (a) the Indemnifying Parties' actions or activities under the Contract that result in a violation of any environmental law, ordinance, rule or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties' negligent activities, (b) any environmental, health and safety liabilities arising out of or relating to the negligent operation or other activities performed in connection with the Contract by the Indemnifying Parties at any time on or prior to the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. Authority will be entitled to control any remedial action and any legal proceeding relating to an environmental claim; and

(c) Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Authority, so that the Service or product is non-infringing; and

(d) Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(e) Liability from Breach of Representations, Warranties and Obligations, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with the Contract or in any certificate, document, writing or other instrument delivered by the Indemnifying Party, or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in the Agreement



or any other certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to the Agreement.

The indemnifications in this Section 5.1.1 are separate and apart from, and are in no way limited by, any insurance provided pursuant to the Agreement or otherwise. This Section 5.1.1 shall survive the expiration or termination of the Agreement. To the extent an Indemnified Party exercises its rights under this Section 5.1.1, the Indemnified Party will (1) provide reasonable notice to Authority of the applicable claim or liability, and (2) allow Authority to participate in the litigation of such claim or liability (at Authority's expense) to protect its interests. Each party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

**5.1.2** Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at its own expense provide and maintain in force, until all of its services to be performed under this Agreement, have been completed and accepted by the Authority (or for such duration as is otherwise specified hereinafter), Workers' Compensation/Employers' Liability, Commercial General Liability, Business Automobile Liability and Professional Liability Insurance conforming to the minimum requirements set forth below. Such policies shall be issued by companies either a) Holding valid and subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida, and that have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company, or b) with respect only to Workers' Compensation/Employers' Liability Coverage authorized as a group self-insurer by Florida Statutes 440.57.

**5.1.3 Workers' Compensation/Employers' Liability.**

**5.1.3.1** The Consultant's insurance shall cover the Consultant for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Longshoreman's and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State laws.

**5.1.3.2** Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for that coverage customarily insured under Part Two of the standard Workers' Compensation Policy (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- \$100,000 (Each Accident)
- \$500,000 (Disease-Policy Limit)
- \$100,000 (Disease-Each Employee)

**5.1.4 Commercial General Liability.**

**5.1.4.1** The Consultant's insurance shall cover the Consultant for those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C. Medical payments and the elimination of coverage for Fire Damage Legal Liability and the attachment of the Engineers, Architects or Surveyors' Professional Liability Exclusion (ISO Form CG 22 43).

**5.1.4.2** The minimum limits to be maintained by the Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be the following amounts:

<b>LIMITS</b>	
<b>General Aggregate</b>	<b>\$2,000,000</b>
<b>Products/Completed Operations Aggregate</b>	<b>\$2,000,000</b>
<b>Personal and Advertising Injury Limit Each Occurrence</b>	<b>\$1,000,000</b>
<b>Bodily Injury and Property Damage Each Occurrence</b>	<b>\$1,000,000</b>

**5.1.4.3** The Consultant shall continue to maintain Products/Completed Operations coverage for a period of three (3) years after the Agreement completion date.

**5.1.4.4** The insurance must specifically include the Authority, the members of its Governing Body and its officers, officials, and employees as Additional Insured, with respect to liability arising out of services performed in connection with this Agreement.

**5.1.5 Business Auto Policy.**

**5.1.5.1** The Consultant's insurance shall cover the Consultant for those sources of liability which would be covered by Part IV of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

**5.1.5.2** The minimum limits to be maintained by the Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per accident combined single limit for Bodily Injury Liability and Property Damage Liability.

**5.1.6 Professional Liability.**

**5.1.6.1** The Consultant's insurance shall be on a form acceptable to the Authority, and shall cover the Consultant for those sources of liability arising out of the rendering or failure to render



professional services in the performance of this Agreement, including any hold harmless and/or indemnification agreement.

**5.1.6.2** The minimum limits to be maintained by the Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be \$2,000,000 each occurrence, and in the aggregate.

**5.1.6.3** The Consultant shall provide and maintain such professional liability insurance from the inception of its services, and until at least three (3) years after completion of all services required under this Agreement. Prior to commencement of services, the Proposer / Consultant shall provide to Authority a certificate or certificates of insurance, signed by an authorized representative of the insurer(s) evidencing the insurance coverage specified in the foregoing Articles and Sections. The required certificates shall not only name the types of policies provided, but shall also refer specifically to this Agreement and Article, and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is provided as required by such paragraphs of this Agreement.

**5.1.7** Prior to commencement of services, the Consultant shall provide to the Authority a certificate or certificates of insurance, signed by an authorized representative of the insurer(s) evidencing the insurance coverage specified in the foregoing Articles and Sections. The required certificates shall not only name the types of policies provided, but shall also refer specifically to this Agreement and Article, and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is provided as required by such paragraphs of this Agreement. The required certificates shall contain a provision that the Authority shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage.

**5.1.8** The required certificates shall contain a provision that the Authority shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage. The required policies shall contain a provision that the Authority shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage. If the initial insurance policies required by this Agreement expire prior to the termination of this Agreement, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their expiration.

**5.1.9** JAXPORT reserves the right to require additional insurance coverage based on individual project values or specific project requirements.

## **5.2 Access to Consultant's Records.**

The Consultant agrees that the Authority shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Agreement for the purpose of making audit, examination, excerpts, transcriptions or copies, and that all required records, as stated above, will be maintained for five (5) years after the Authority makes final payment and all other matters are closed. If the Consultant fails to provide the required documentation under the Authority's request then the consultant will be charged a penalty for such failure and any costs incurred by the Authority to reproduce such documents will be reimbursed by the Consultant. The Consultant further agrees that it will provide the necessary facilities and personnel to assist with the audit, examination, excerpts, transcriptions or copies for the normal and customary cost of the assistance requested.

### **5.3 Ownership of Drawings and Other Data.**

**5.3.1** The Consultant agrees that all designs, drawings, specifications, notes and any other work developed in the performance of this Agreement, including that which may exist in electronic media format, shall be and remain the sole property of the Authority. The Consultant further agrees that this documentation may be used on any other work of the Authority, without additional compensation to the Consultant. With respect thereto, the Consultant agrees not to assert any rights and shall not establish any claim under the design patent or copyright laws. Any reuse of such documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the Authority's sole risk and without liability or legal exposure to Consultant.

**5.3.2** To the extent that any design, drawing, specification, note and other work developed in support of the Project ("Work") is by operation of law considered to be owned by Consultant, Consultant hereby assigns any and all of its Authority ship interest in the Work to Authority and hereby agrees to do whatever is necessary and legally required in order to effectuate such assignment to Authority.

**5.3.3** At the completion of the Project, the Consultant shall transmit to the Authority, copies of all designs, drawings, specifications, notes and other work developed in support of the Project. As-built drawings are to be thoroughly reviewed by the Consultant for accuracy before being delivered to the Authority. One copy of all such data shall be delivered in a reproducible format; both print (size/format to be determined by the Authority) and electronic CAD files.

**5.3.4** Consultant, for a period of five (5) years after completion of the Project, agrees to furnish and provide access to all retained materials on the request of the Authority. Unless other-wise provided in the Agreement, the Consultant shall have the right to retain copies of all such materials beyond such period.

## **ARTICLE 6 - COMPOSITION OF CONSULTANT**

The Consultant shall be one legal entity. Joint-Ventures are not acceptable.

## **ARTICLE 7 - SUSPENSION OF WORK**

### **7.1 Suspension for Convenience.**

The Authority may order the Consultant, in writing, to suspend all or any part of the work for such period of time as the Authority may determine to be appropriate for the convenience of the Authority. Compensation will be as outlined in Section 4.3 Termination for Convenience.

### **7.2 No Costs or Damages.**

In the event of a suspension or delay on the Project wherein the Consultant is being utilized, no costs or damages shall be recover-able by the Consultant. It is understood that the Consultant in connection with this Agreement shall only be compensated for direct costs as set forth in EXHIBIT "A" to this Agreement for work actually performed with the approval of the Authority, and the Consultant has waived any claim against the Authority for any extended overhead, inefficiency, or any other damage claim arising from a suspension or delay situation.

### **7.3 Delayed Project.**

In the event a suspension should occur and thereby cause work of the Consultant for the Project to extend beyond the expiration date of this Agreement, the parties may negotiate an equitable method for completion of the Project or the Authority may contract elsewhere for completion of the suspended or delayed Project.

## **ARTICLE 8 - INTEREST AND BENEFITS**

### **8.1 Interest of Consultant.**

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants, that in the performance of this Agreement no person having any such interest shall be employed.

### **8.2 Interest of the Authority and Others.**

No officer, member or employee of the Authority, and no member of its Governing Body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Agreement or the proceeds thereof.

### **8.3 Prohibition Against Contingency Fees.**

(a) "The Consultant (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes, as amended.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083., Florida Statutes, as amended.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes, as amended.

#### **8.4 Truth in Negotiation Certificate.**

The Consultant understands and agrees that execution of the RFQ shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes, as amended. Pursuant to such certificate, the Firm hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further the Firm agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the Authority determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

### **ARTICLE 9 - ASSIGNABILITY AND INDEPENDENCE**

#### **9.1 Assignment.**

The Agreement shall be binding upon the parties hereto and their respective successor and assigns, the Consultant shall not assign the Agreement without the Authority's express written consent. Any such assignment by Consultant's must contain a provision allowing the Authority to assert against any assignee, any and all defenses, setoffs or counterclaims which the Authority would be entitled to assert against Consultant.

#### **9.2 Non-exclusive Agreement.**

It is agreed that nothing in this Agreement obligates the Authority to commit all or any portion of its work toward service to be performed by the Consultant. Furthermore, the Authority reserves the right to award a portion, or all of its work, to other Consultant(s), if, in its sole judgment, such action would be in the best interest of the Authority.

#### **9.3 Independence.**

In the performance of the services of the Consultant under this Agreement, the Consultant shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint-

venture or associate of the Authority. The Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of its services under this Agreement.

## **ARTICLE 10 – SMALL EMERGING BUSINESS (SEB) POLICY**

### **10.1 Policy and Program – Reference Exhibit I of AE-1933**

### **10.2 Disadvantage Business Enterprise (DBE)**

JAXPORT, as 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 the Consultant that it will affirmatively ensure that for any contract entered into pursuant to this contract, 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 of an award.

## **ARTICLE 11 - NON-DISCRIMINATION**

### **11.1 General.**

With regard to the work performed by the Consultant after award and prior to completion of the contract work, the Consultant shall not discriminate on the grounds of race, ethnicity, religion, gender or national origin, in the selection and retention of Subconsultants. Consultant shall comply with the provisions of Presidential Executive Order 11246, as amended, and with all rules and regulations implementing that Executive Order. Such provisions, rules, and regulations are incorporated herein by reference as set out in their entirety. Consultant shall not participate either directly or indirectly in discrimination. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract.

### **11.2 Information Reports.**

Consultant shall provide all information and reports required by the local and State regulations or orders and instructions issued pursuant thereto, and shall permit access to the Consultant's books, records, accounts, or other sources of information and its facilities as may be determined by the Authority to be pertinent to ascertain compliance with such regulations, orders and instructions.

Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the Authority, as appropriate, and shall set forth what efforts it has made to obtain the information.

### **11.3 Sanctions for Non-compliance.**

In the event of the Consultant's non-compliance with the non-discrimination provisions of this Agreement, the Authority may impose such sanctions as it may determine to be appropriate including, but not limited to, cancellation, termination or suspension of the Agreement in whole or in part.

#### **11.4 Discriminatory Vendor List.**

An entity or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subconsultant, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### **11.5 Incorporation of Provisions.**

Consultant shall include the provisions of Articles 11.1 through 11.5 in every subcontract, unless exempt by the regulations, orders or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract as the Authority may direct, as a means of enforcing such provisions, including actions for non-compliance.

### **ARTICLE 12 - BREACHES AND DISPUTE**

**12.1 Disputes** – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Authority (the "Authorized Representative"). This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Consultant Firm mails or otherwise furnishes a written appeal to the authorized representative of the Authority. In connection with any such appeal, the Consultant Firm shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Authorized Representative shall be binding upon the Consultant Firm and the Consultant Firm shall abide by the decision.

**12.1.1 Performance During Dispute** – Unless otherwise directed by the Authority, Consultant Firm shall continue performance under this Contract while matters in dispute are being resolved.

**12.1.2 Claims for Damages** – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**12.1.3 Remedies** – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority and the Consultant Firm arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in court of competent jurisdiction within the Authority in which the Authority is located.

**12.1.4 Rights and Remedies** – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Authority, (Architect) or Consultant Firm shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an



approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

**12.2 Party Representation.**

It is understood and agreed that for the purpose of this Section, the Chief Executive Officer of the Jacksonville Port Authority or his designee shall represent the Authority in all matters pertaining to this Article, and shall have the authority to bind the Authority, subject to review and approval by the Authority's Governing Board. It is further understood and agreed that James N. Marino, P.E., D.CE, or other representative(s) named in writing by the Consultant to act in its behalf shall represent the Consultant in all matters pertaining to this Article, and shall have the authority to bind the Consultant.

**12.3 Legal Rights.**

Nothing in this Agreement shall be construed as denying either the Authority or Consultant the right to seek judicial relief or from pursuing any other appropriate legal remedy, subject to the above notice requirement.

**ARTICLE 13 - GOVERNING LAW AND NOTICES**

**13.1 Governing Law.**

The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

**13.2 Notices.**

Written notices, including legal service of process during the term of this Agreement and for the period of any applicable Statute of Limitation thereafter, shall be deemed to have been duly served, if sent either by certified mail or by facsimile and ordinary mail to the following named individuals as authorized representatives of the Authority and Consultant.

**FOR: JACKSONVILLE PORT AUTHORITY  
Justin Ryan, Manager, FTZ & Grant Administration  
Post Office Box 3005  
Jacksonville, FL 32206-0005  
Telephone: (904)357-3072**

**FOR: CONSULTANT NAME  
Consultant POC  
Consultant Address  
Consultant City, State, Zip Code  
Telephone: Consultant Phone Number**

Any change in representative(s) of the Authority and/or Consultant authorized to receive notices or their respective addresses and facsimile numbers shall be made in writing as noted above.

**ARTICLE 13 - FORCE MAJEURE**

Performance of this Agreement by both JAXPORT and the Consultant will be pursued with due diligence in all requirements hereof; however, neither JAXPORT nor the Consultant will be considered in default in the performance of its obligations under this Agreement 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.

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.

**ARTICLE 14 - FINAL PAYMENT RELEASE**

Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Authority a release of all contract claims against the Authority arising under or by virtue of this Agreement, except for those which are in the dispute resolution process, or are being adjudicated in court. The release of contract claims shall be of form and content acceptable to the Authority.

**ARTICLE 15 - CONTACT WITH EXTERNAL AGENCIES**

**15.1 Regulatory Agencies.**

The Consultant shall inform the Authority prior to its meeting with outside regulatory agencies concerning the Authority's Project subject to regulation. The Consultant shall inform the Manager, FTZ & Grant Administration of the information to be discussed, and provide an opportunity for the Authority or the Authority's designee to attend the meeting.

**15.2 Commitments.**

The Consultant shall not indicate any commitments by, or for the Authority, unless specifically authorized by the Authority.

**15.3 Public Information.**



The Consultant shall refer any public informational media questions about the Authority's Project to the Public Relations Office of the Authority.

**15.4 Sub-tier Notification.**

The Consultant is responsible for assuring that its employees, as well as any Subconsultants or Subconsultants, understand and adheres to the requirements of this Article.

**ARTICLE 16 - ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of this AGREEMENT and those of the Contract Documents, said conflict shall be resolved by giving precedence to the provisions of this Agreement and the Contract Documents in the following order: (1) amendments to this Agreement (2) this Agreement, (3) addenda to JAXPORT's RFQ AE-1933, (4) JAXPORT's RFQ AE-1933, and (5) Consultants SOQ.

**ARTICLE 17 - EXTENT OF AGREEMENT**

This Agreement represents the entire agreement between the Authority and the Consultant and supersedes all prior agreements, either oral or written. This Agreement may be amended only by written instrument specifically referring to this Agreement, and executed with the same formality as this Agreement.

**ARTICLE 1/0 - PROVISIONS BINDING**

Except as otherwise expressly provided, all provisions of this Agreement shall be binding upon, and shall insure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussions and/or negotiation of the provisions, terms and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to as "Fortius Contra Proferentum" shall not be applied to this Agreement or any interpretation thereof.

**(The remainder of this page is purposely left blank.)**

IN WITNESS WHEREOF, the Authority and the Consultant have executed this Agreement as of the dates indicated below.

**JACKSONVILLE PORT AUTHORITY**

**CONSULTANT NAME**

By: \_\_\_\_\_  
Eric B. Green

By: \_\_\_\_\_

Chief Executive Officer  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A  
TO  
PORT MARITIME ELECTRIFICATION PLAN  
FOR THE  
JACKSONVILLE PORT AUTHORITY  
CONTRACT NO. AE-1933

1. PROFESSIONAL ENGINEERING SERVICES

Job Categories	Resource	Rate
See <u>Consultant Name</u> proposal dated <u>Proposal Date</u> "Hourly Rates and Task by Task Fee Summary" Exhibit B.		

2. The rates included in Exhibit B are for all work through completion in the manner and in conformance with the Implementation Plan authorized for this Agreement. These rates are considered to include all costs to the Authority such as direct personnel wages, employee benefits, overhead, profit, and professional fees as they pertain to the Project. No multiplier is to be applied to the specified rates.
3. Compensation for professional services at specified hourly rates include such routine expenses as local transportation within Duval County in connection with the Project; computer-based data processing analysis; reproductions of drawings and specifications for review purposes; postage, local communications and the like.
4. Reimbursable expenses shall mean the actual documented expenses of a non-salary related nature incurred directly or indirectly by principals or employees of Consultant, or its Subconsultants in specific connection with the services authorized to be rendered for the Project. Reimbursable expenses are considered those costs not already covered in Article 2, above, including but not limited to photographic services, significant printing and reproduction services, and items of similar nature.
5. Fees for utility permits shall either be paid directly by the Authority or reimbursed to the Consultant at cost.

**EXHIBIT B  
TO  
PORT MARITIME ELECTRIFICATION PLAN  
FOR THE  
JACKSONVILLE PORT AUTHORITY  
CONTRACT NO. AE-1933**

**CONSULTANT NAME PROPOSAL DATED PROPOSAL DATE**

DRAFT

**REQUIRED LIMITS OF INSURANCE**

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The minimum amounts of insurance (inclusive of any amounts provided by an umbrella policy) shall be as follows:

**1. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY**

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, or any other coverage required by the contract documents, which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

- \$100,000 (Each Accident)
- \$500,000 (Disease-Policy Limit)
- \$100,000 (Disease-Each Employee)

**2. COMMERCIAL GENERAL LIABILITY**

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with the following minimum limits:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury, Each Occurrence	\$1,000,000
Bodily injury and Property Damage (each occurrence)	\$1,000,000

**REQUIRED LIMITS OF INSURANCE**

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Owner shall be included as an additional insured under the CGL policy for both ongoing and completed operations. ISO additional insured endorsement CG 20 10 10/1 addition date (for ongoing operations) and CG 20 37 10/1 addition date (for completed operations), or substitute endorsements providing equivalent coverage, will be attached to Contractors CGL.

**3. BUSINESS AUTO POLICY**

ISO Form Number CA 00 01 covering any auto (code 1), or if contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**4. UMBRELLA LIABILITY**

\$5,000,000 per Occurrence

\$5,000,000 Aggregate

The umbrella coverage will need to have drop down insurance coverage for workers' compensation, commercial general liability and auto coverage.

**5. PROFESSIONAL LIABILITY**

The Proposer's / Consultant's insurance shall be on a form acceptable to JPA, and shall cover the Proposer / Consultant for those sources of liability arising out of the rendering or failure to render professional services in the performance of this Agreement, including any hold harmless and/or indemnification agreement.

The minimum limits to be maintained by the Proposer / shall be \$5,000,000 per occurrence or claim, and \$5,000,000 in the aggregate. The Proposer / Consultant shall provide and maintain such professional liability insurance from the inception of its services, and until at least three (3) years after completion of all services required under this Agreement. Prior to commencement of services, the Proposer / Consultant shall provide to JPA a certificate or certificates of insurance, signed by an authorized representative of the insurer(s) evidencing the insurance coverage specified in the foregoing Articles and Sections. The required certificates shall not only name the types of policies provided, but shall also refer specifically to this Agreement and Article, and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is provided as required by such paragraphs of this Agreement.

Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Owner to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

## REQUIRED LIMITS OF INSURANCE

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Failure of Contractor to maintain the required insurance shall constitute a default under this Agreement and, at Owner's option, shall allow Owner to terminate this Agreement.

The contractor's CGL coverage will be primary and non-contributory.

A waiver of subrogation is required for Workers Compensation, GL, and Auto Liability. Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this Subcontract. Provide the risk manager with a blanket waiver of subrogation endorsement certificate.

Prior to commencing Work, Contractor shall furnish Owner with certificates of insurance, and copies of additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

Cross-Liability Coverage If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Subcontractor's' Insurance. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in this agreement. When requested by Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor

No Representation of Coverage Adequacy by requiring the insurance as set out in this Agreement, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Owner in this Subcontract.

If the Contractor/Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor/consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance.



## *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:

1. Access the bid package using the “e-Builder Invitation”.
2. 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.

## ARTICLE V

### JAXPORT PROCUREMENT GOALS SMALL AND EMERGING BUSINESS (SEB) PARTICIPATION POLICY, GOALS, CONDITIONS AND INSTRUCTIONS

#### 5.01 POLICY

It is the official policy of the Jacksonville Port Authority (JAXPORT) to require the inclusion of firms owned and controlled by Small and Emerging Business Enterprises in contract awards and projects whenever feasible.

**The Authority has determined that the MANDATORY participation will be Zero 0% SEB (JSEB/DBE/SBA/MBE/WBE) for this contract, however, SEB Participation is strongly encouraged.**

#### 5.02 CALCULATION OF SEB PARTICIPATION

The following percentages will be applied in calculating SEB participation:

- a. Contractor or Subcontractor: 100 percent for work actually performed for this project by SEB vendors.
- b. Services: 100 percent for services actually performed by SEB provided the fee is determined by JAXPORT to be reasonable and not excessive.
- c. Manufacturer: 100 percent of the cost for materials and supplies acquired for this contract and obtained from a SEB manufacturer.
- d. Supplier: 100 percent of the cost for materials and supplies acquired for this contract and obtained from a SEB supplier.

#### 5.03 CERTIFICATION

Jacksonville Small and Emerging Business Enterprise (JSEB): JSEB vendors must be COJ certified and included in the Directory prior to the date of the bid opening or have a pending application that is resolved prior to award.

Disadvantaged Business Enterprise (DBE): DBE means a small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals that own the business. Firms desiring to participate as DBEs in this bid must be duly certified by the Florida Department of Transportation (FDOT) or a member of the Florida Unified Certification Program (FUCP) and listed in the FUCP DBE Directory of certified firms. JTA is the local certifying agency for the DBE Program.

Small Business Administration Certified Firms (SBA): Small Business companies as designated by the U.S Small Business Administration and listed in the Central Contractor Registration (CCR) on-line database. Firms must be active with assigned DUNS numbers.

Minority/Women Business Enterprise (MBE/WBE): A for-profit small business concern that performs a commercially useful function and is legitimately owned and controlled by minorities or women (as described by the Minority Business Development Agency of the Department of Commerce).

#### 5.04 SEB Agencies

City of Jacksonville  
Ed Ball Building  
214 North Hogan Street, Suite 800  
Jacksonville, Florida 32202  
Phone: (904) 255-8840  
Fax: (904) 255-8842  
<http://cojapps.coj.net/jseb/>

Jacksonville Transportation Authority  
Disadvantaged Business Enterprise Program  
100 N. Myrtle Avenue  
Jacksonville, Florida 32203  
(904) 598-8728  
[www.jtafla.com](http://www.jtafla.com)

Florida Department of Transportation (FDOT)  
Equal Opportunity Office  
605 Suwannee Street MS-65  
Tallahassee, Florida 32399  
(850) 414-4747  
<http://www.fdot.gov/equalopportunity/>

US Small Business Administration  
North Florida District Office  
7825 Baymeadows Way, Suite 100-B  
Jacksonville, Florida 32256  
(904)443-1930  
[http://web.sba.gov/pro-net/search/dsp\\_dsbs.cfm](http://web.sba.gov/pro-net/search/dsp_dsbs.cfm)

Minority Business Development Agency  
Miami District Office  
51 Southwest, 1<sup>st</sup> Avenue  
Miami, Florida 33130  
(786) 315-0888  
[www.mbda.gov](http://www.mbda.gov)

#### 5.05 CONTRACT AWARD

The Owner proposes to award the contract to the most responsive and responsible bidder submitting a responsible bid provided the bidder has met the goals for SEB participation, or if failing to meet the goals, the bidder made an acceptable good faith effort to meet the SEB Participation Goals as established in Section 5.10, below. Bidders are advised that the Owner has sole authority to determine if any bidder has made sufficient effort toward meeting SEB goals to qualify for contract award and to make an award in the best interest of JAXPORT. The Owner reserves the right to reject any or all bids submitted.

#### 5.06 ELIGIBILITY

- a. To be considered eligible for contract award, the Contractor must include with the bid/proposal an original notarized copy of SEB Form 1, showing:
  - (1) Total percentage of SEB work or procurement that the Prime Contractor intends to award.

- (2) The identification of the SEB as being a Subcontractor, service organization, manufacturer, or supplier.
  - (3) The quoted price of each JSEB/MBE/WBE/SEB/SBA.
  - (4) The percentage of the SEB price in comparison to the bid price quoted by the Prime Contractor.
- b. Within **48** hours following the Bid Opening, the apparent low conforming bidder shall submit to the Owner, completed and signed:
- (1) A SEB **Form 2** (SEB Certified Participant Identification Affidavit).
  - (2) A SEB **Form 3** (SEB Letter of Intent to Perform) for each firm listed in the Schedule of SEB Participation (SEB Form 1).
  - (3) Information and commitments presented on the latter forms shall be consistent with SEB Form 1, as submitted with the bid.
- c. In the event that the Prime Contractor is unable to obtain bids from SEB Subcontractors that equal or exceed the percentages established in the Participation Goals, he shall include a notarized copy of SEB **Form 4** with supporting written documentary evidence which indicates that the goals could not be met for the following reasons:
- (1) None of the SEB bids received was a low conforming bid.
  - (2) No SEB bids were received. It must be shown that good faith efforts, as stated under Section 5.10 below, were made by the bidder to obtain JSEB/MBE/WBE/DBE/SBA's and that they did not respond.
  - (3) The SEB bids that were received and accepted did not total the required percentages stated in the Participation Goals, but totaled, a lesser percentage, or
  - (4) No bidders were able to obtain SEB participation.

The Authority may, if it deems advisable, request further information, explanation, or justification from any bidder. Failure to provide the required information in the manner indicated may constitute an incomplete, unresponsive and ineligible bid.

#### **5.07 EVIDENCE OF SATISFACTORY GOOD FAITH EFFORT**

Bidders that fail to meet the participation goals shall be required to submit in writing additional information to assist the owner in determining if the Contractor made acceptable good faith efforts to meet the goals. Failure to provide such additional information as may be reasonably required by the owner may be considered grounds for rejection of the bid as nonconforming.

#### **5.08 EXCLUSIONARY AGREEMENTS**

Agreements between any bidder and a SEB in which the SEB promises not to provide subcontracting quotations to other bidders are prohibited.

## 5.09 GOOD FAITH CRITERIA

Bidders who fail to meet the stated SEB participation goals set forth in Section “5.13” are required to submit in writing with their bid all efforts that would demonstrate a “Good Faith Effort” in the solicitation of Subcontractors to meet the SEB participation goals on this project. The following categories, without limitation, will be utilized in considering Good Faith Efforts:

- a. Whether the Contractor attended any pre-solicitation or pre-bid meetings that were scheduled to inform the JSEB/MBE/WBE/DBE/SBA's of contracting and subcontracting opportunities;
- b. Whether the Contractor advertised in **at least two** general circulation trade association, and small business focused media concerning the subcontracting opportunities;
- c. Whether the Contractor followed up initial of interest by contacting JSEB/MBE/WBE/DBE/SBA's to determine with certainty whether the JSEB/MBE/WBE/DBE/SBA's were interested in participating in the project (**via certified mail, hand delivery, or confirmed facsimile**);
- d. Whether the Contractor selected portions of the work to be performed by JSEB/MBE/WBE/DBE/SBA's in order to increase the likelihood of meeting the SEB goals (including where appropriate, breaking down contracts into economically feasible units to facilitate SEB participation) **and provide a copy of those portions selected**;
- e. Whether the Contractor provided interested JSEB/MBE/WBE/DBE/SBA's with adequate information about the plans, specifications, and requirements of the contract (**Each Contractor must post plans and specifications on their website and make those plans and specifications readily available at their business location**);
- f. Whether the Contractor negotiated in good faith with interested JSEB/MBE/WBE/DBE/SBA's not rejecting JSEB/MBE/WBE/DBE/SBA's as unqualified without sound reasons based on a thorough investigation of their capabilities (**Each Contractor must provide a list of all rejected JSEB/MBE/WBE/DBE/SBA's along with specific reasons for rejection**);
- g. Whether the Contractor made efforts to assist interested JSEB/MBE/WBE/DBE/SBA's in obtaining bonding, lines of credit or insurance required by the Contractor (**All efforts must be submitted in writing**);
- h. Whether Contractor sought or used the services of available JSEB/MBE/WBE/DBE/SBA's community organizations, minority Contractor groups, local, State and Federal Minority Business Assistance Offices and other organizations that provide assistance in the recruitment and placement of JSEB/MBE/WBE/DBE/SBA's (including whether a **Contractor contacted in writing at least three contacts made with organizations that provided assistance with recruitment and placement of SEB Firms**); and
- i. **NOTE:** Good Faith Efforts must be indicated where appropriate. JAXPORT will investigate and verify information submitted in determining Good Faith Effort including in its sole discretion, seeking **additional information that is probative of whether the good faith efforts requirements were met.**

## 5.10 SEB MONTHLY REPORT (FORM 5)

Contractors participating in the SEB program shall complete and submit a summary of actual SEB participation using SEB Form 5. A completed monthly report (Form 5) will be included with each pay request. Contractors are required to maintain records of the SEB summaries for three (3) years.

## 5.11 SEB OBLIGATION

Bidders are required to make all efforts reasonably necessary to ensure that SEB have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

## **5.12 PARTICIPATION GOALS**

The SEB Participation Goal stated below has been determined by JAXPORT to be reasonable. Submission of a bid by a prospective Contractor shall constitute full acceptance of all goals and conditions outlined in this bid specification.

The attainment of the Participation Goal must be measured as a percentage of the total dollar value of the Contractor's bid.

**The Authority has determined that the SEB participation is percent (0%) SEB for this project, however, participation is strongly encouraged.**

## **5.13 POLICY**

It is the official policy of the Jacksonville Port Authority to require the inclusion of firms owned and controlled by JSEB/MBE/WBE/DBE/SBA's in contract awards and projects whenever feasible. This policy is consistent with the JAXPORT Charter, mandate of the United States Department of Justice, as set out in Title 28 of the Code of Federal Regulations at Part 66 and 70, which requires owners to provide the fullest possible opportunities for contract participation to JSEB/MBE/WBE/DBE/SBA's.

## **5.14 POST AWARD REQUIREMENTS**

- a. After award of the contract, failure on the part of the successful Contractor to employ JSEB/MBE/WBE/DBE/SBA's at a percentage level equal to or higher than stated on SEB FORM 1, shall constitute a contractual default and may be grounds for termination.
- b. Nothing contained herein shall be construed to require a General (Prime) Contractor to award a subcontract bid to a SEB if it is not the lowest conforming bid.
- c. Prime Contractors shall be obligated to pay SEB Subcontractors within three days of receipt from the JAXPORT funds, and must confirm payment to JAXPORT. Subcontractors will be notified by the JAXPORT when a payment application from a prime Contractor has been submitted reflecting work performed by a SEB Subcontractor.

## **5.15 SUBCONTRACT CLAUSE**

All bidders and potential Contractors hereby agree to incorporate this SEB participation, policy, goals, conditions and instructions in all agreements that offer further subcontracting opportunities.

If a change order presents further subcontracting opportunity beyond current subcontracting, the prime Contractor should make positive efforts to further include SEB participation.

The SEB Contractor shall perform at least 25% of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any work under this contract shall not relieve the SEB Contractor of its full responsibility for the proper and timely performance and for its selection of Subcontractor(s).

## **5.16 SUBSTITUTIONS**

In the event the successful Contractor wishes to make a substitution of a SEB Subcontractor, the bidder must:

- a. Submit satisfactory written proof of "noncompliance" to the JSEB/MBE/WBE/DBE/SBA. (The term "noncompliance" is defined as facts and circumstances that substantially demonstrate a material breach by the Subcontractor of the contract or oral agreement between it and the successful bidder).



- b. Not make any substitutions until all information submitted has been reviewed and approved by the Small & Emerging Business Coordinator.
- c. Substitute a certified SEB performing the same work as the Subcontractor being replaced.
- d. Not contract for an amount lower than the amount submitted by the Subcontractor being replaced.

**5.17 REQUEST FOR SUBSTITUTION**

All requests for changes or substitutions of the SEB Subcontractors named in the Schedule of Participation shall be made to the Small & Emerging Business Coordinator in writing, and shall clearly and fully set forth the basis for the request. A Contractor shall not substitute or perform the work designated for a Subcontractor with its own until the Small & Emerging Business Coordinator approves such substitution in writing.

For further information concerning participation on this bid, please contact:

Michael McCoy, Coordinator  
JAXPORT Vendor Management and SEB Programs  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206  
Office Number: (904) 357-3003  
Fax Number: (904) 357-3077  
[Michael.McCoy@jaxport.com](mailto:Michael.McCoy@jaxport.com)

**JAXPORT  
SCHEDULE OF SUB-CONTRACTOR PARTICIPATION**

Name of Proposer: \_\_\_\_\_

Project Title: \_\_\_\_\_

PROPOSAL Number: \_\_\_\_\_ TOTAL CONTRACT \$: \_\_\_\_\_

**\*\*Please list all JSEB/MBE/WBE/DBE/SBAS**

NAME SUB FIRM CONTRACT	ADDRESS OF FIRM	TYPE SUB SEB	TYPE OF WORK TO BE PERFORMED	TOTAL VALUE & \$\$ PERCENTAGE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

As Applicable, Please Submit this form with your:

**PROPOSAL SHEET (Invitation to Proposal – ITB)  
PRICE PROPOSAL (Request for Proposal – RFP)**

The undersigned will enter into a formal Agreement with the SEB Suppliers/Sub-Contractor(s) identified herein for work listed in this scheduled conditioned upon execution of a contract with JAXPORT. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**JAXPORT  
CERTIFIED SEB PARTICIPANT  
IDENTIFICATION AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I hereby declare and affirm that I am the \_\_\_\_\_  
(Title: Owner, President, etc.)

And duly authorized representative of \_\_\_\_\_  
(Name of Firm)

Whose address is \_\_\_\_\_

I hereby declare and affirm that **I am a CERTIFIED SEB** as defined by the contract documents for this Proposal # \_\_\_\_\_, and that I will provide information to document this fact. This firm is interested in quoting/proposing on the following work being procured by the JAXPORT under this proposal.

Specify whether participation is as a Sub-Contractor, Supplier, Manufacturer or Service

\_\_\_\_\_

Specify % of Contract SEB firm will receive: \_\_\_\_\_ %

Specify Quote or Proposal Amount: \$ \_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

(Date) \_\_\_\_\_  
(Affiant)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public-State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed, typed or stamped  
Commissioned name of Notary Public)

The Consultant must submit (1) one form completely filled out for each individual SEB participant.

**JAXPORT  
LETTER OF INTENT TO PERFORM**

TO: \_\_\_\_\_  
*(Name of General Consultant / Proposer)*

JAXPORT PROJECT TITLE: \_\_\_\_\_ NO.: \_\_\_\_\_

The undersigned intends to perform work in connection with the above Project as *(Check one)*:

_____ An individual	_____ A corporation
_____ A partnership	_____ A joint-venture

**SEB GROUP STATUS:**

_____ African American	_____ Hispanic, Asian, or Native American
_____ Women Business Owner	_____ Other socially disadvantaged individual Including JSEB

I, undersigned, understand that the price below is a representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the status of the undersigned is confirmed on the attached SEB Consultant Identification Affidavit.

Specify in detail, work items or parts thereof to be performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At the following price; \$ \_\_\_\_\_

\_\_\_\_\_ % of the total dollar value of this subcontract will be awarded to non-minority Subcontractor.

The undersigned agrees to enter into a contract with you to perform as a Subcontractor on work for which you have been awarded.

\_\_\_\_\_  
*(Date)*                      \_\_\_\_\_  
*(Telephone)*                      \_\_\_\_\_  
*(Name of Certified SEB Sub-Contractor)*

\_\_\_\_\_  
*(Firm Address)*                      \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(City, State, Zip)*                      \_\_\_\_\_  
*(Typed)*

Title: \_\_\_\_\_

The Consultant must submit (1) one form completely filled out for each individual SEB participant.

**JAXPORT  
SEB UNAVAILABILITY CERTIFICATION**

I, \_\_\_\_\_, \_\_\_\_\_,  
*(Name)* *(Title)*  
of \_\_\_\_\_, certify that on the dates below, I invited the following  
CERTIFIED SEB(s) to propose work items to be performed on JAXPORT Proposal.

Date of Request:	Name of CERTIFIED SEB(s) Firm:	Response (Y/N):
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The following submitted proposals that were not acceptable:

Name of CERTIFIED SEB(s):	Reason for Unacceptability:
_____	_____
_____	_____
_____	_____
_____	_____

Date: \_\_\_\_\_ By: \_\_\_\_\_  
*(Signature)*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

or produced identification \_\_\_\_\_ Notary Public-State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

*(Type of identification)*

\_\_\_\_\_  
*(Printed, typed or stamped commissioned name of Notary Public)*

**JAXPORT  
CONTRACTOR'S "MONTHLY REPORT"**

PRIME CONTRACTOR NAME: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_  
 PROFESSIONAL SERVICES NO.: \_\_\_\_\_ OR - PROPOSAL NO.: \_\_\_\_\_  
 CURRENT CONTRACT TOTAL AMOUNT \$ \_\_\_\_\_ CONTRACT NO.: \_\_\_\_\_

**INVOICE INFORMATION**

INVOICE NO.: \_\_\_\_\_ CURRENT INVOICE \$: \_\_\_\_\_  
 FOR PERIOD ENDING DATE: \_\_\_\_\_ CUMULATIVE INVOICED \$: \_\_\_\_\_  
 CONTRACT % COMPLETE: \_\_\_\_\_

**CONTRACT GOAL TRACKING**

SEB GOAL \$: \_\_\_\_\_ SEB GOAL %: \_\_\_\_\_  
 PRIOR MONTH CUMULATIVE JSEB/MBE/WBE/DBE/SBAS: \_\_\_\_\_  
 PRIOR MONTH CUMULATIVE NON-JSEB/MBE/WBE/DBE/SBAS: \_\_\_\_\_  
 FORMULA FOR CURRENT MONTH %:  
 CUMULATIVE \$ / CUMULATIVE \$ INVOICED  
 CUMULATIVE JSEB/MBE/WBE/DBE/SBAS: \_\_\_\_\_  
 CUMULATIVE NON-JSEB/MBE/WBE/DBE/SBAS: \_\_\_\_\_  
 CUMULATIVE JSEB/MBE/WBE/DBE/SBAS%: \_\_\_\_\_  
 CUMULATIVE NON-JSEB/MBE/WBE/DBE/SBAS%: \_\_\_\_\_

**SEB SUB-CONTRACT(S) TO BE PAID FROM THIS INVOICE**

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB/MBE/WBE /DBE/SBATYPE <small>1</small>	TYPE OF WORK <small>2</small>	\$ THIS PAYMENT
<b>TOTAL:</b>					

<sup>2</sup>TYPE OF WORK: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support

**Notes:**

1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
2. Consultant shall attach to this form a typewritten explanation of any differences in SEB participation from original contract commitment.

The undersigned hereby affirms and declares that the above listed firm(s) were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Signature \_\_\_\_\_

Name (printed): \_\_\_\_\_



# The JAXPORT EXPRESS Project

EXemplifying Potential to Reduce Emissions with Sustainable Solutions



U.S. Department of Transportation – Maritime Administration  
 Port Infrastructure Development Program (PIDP)  
 CFDA Number 20.823

Lead Applicant: Jacksonville Port Authority
Joint Applicants: SSA Jacksonville LLC, Crowley Logistics, Inc.
JAXPORT EXemplifying Potential to Reduce Emissions with Sustainable Solutions (EXPRESS) Project
JAXPORT EXPRESS includes five primary components: 1) installation of electrified refrigerated container stacks to increase throughput and reduce diesel and energy demand; 2) procurement of six hybrid-electric rubber-tired gantry cranes to increase capacity and reduce fuel consumption; 3) 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; 4) installation of 15 high-power direct current fast charging stations and make-ready stub-outs supporting zero-emission cargo handling equipment; and, 5) development of a replicable and scalable plan for transitioning the port and local maritime industry to zero-emission technologies.
Capital Project with Planning Activities
Coastal Port
No, not a small project at a small port.
No. The Project is in a contiguous State.
30°21'22.1"N 81°37'30.2"W, 30°23'34.6"N 81°32'14.6"W
Urban or Rural: Urban
Zip Codes: 32206, 32226
Yes: Area of Persistent Poverty, Historically Disadvantaged Community, Empowerment Zone
Previously Submitted to PIDP? No.
Other Discretionary Federal Grants in 2022? No.
Yes: TIGER FY 2011, BUILD FY 2019.
PIDP Grant Amount Requested: \$23,518,000
Total Future Eligible Project Costs: \$23,518,000
Total Project Cost: \$47,036,000
Total Federal Funding: \$23,518,000
Total Non-Federal Funding: \$23,518,000
Will RRIF or TIFIA funds be used as part of the Project financing? No.

Technical POC Justin Ryan  
 Manager, FTZ & Grant Admin.  
 Jacksonville Port Authority  
 (904) 357-3072  
 Justin.Ryan@JAXPORT.com

Business POC Beth McCague  
 Chief Financial Officer  
 Jacksonville Port Authority  
 (904) 477-6006  
 Beth.McCague@JAXPORT.com

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**\*Note: All appendices are also provided online at the Project landing page: <https://www.jaxport.com/grants>**

## I. Project Description<sup>1</sup>

### I.a Project Overview

The Jacksonville Port Authority (JAXPORT) seeks Federal support through the Port Infrastructure Development Program (PIDP) to develop the JAXPORT *EXemplifying Potential to Reduce Emissions with Sustainable Solutions* (EXPRESS) Project. The JAXPORT EXPRESS Project will develop a plan for a decarbonized port of the future, 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. JAXPORT—an independent authority of the City of Jacksonville—has partnered with SSA Jacksonville LLC (SSA) and Crowley Logistics Inc. (Crowley) to embark on this initial phase of a long-term, port-wide sustainability initiative being developed by JAXPORT.

The capital components of the Project span two terminals: SSA’s 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 move more than 587,000 twenty-foot-equivalent units (TEU) and 3,134,898 tons of cargo on an annual basis. The Project includes five primary components enabling substantial emissions reductions: 1) installation of electrified racks/stacks for refrigerated containers (reefer racks) to increase cargo throughput and reduce diesel and energy demand; 2) procurement of six hybrid-electric rubber-tired gantry (RTG) cranes to increase cargo capacity and reduce fuel consumption; 3) procurement of 16 battery-electric forklifts, 10 battery-electric yard tractors, and seven Tier 4 diesel top picks to reduce emissions and reliance on fossil fuels; 4) installation of 15 high-power direct current (DC) fast charging stations and additional make-ready stub-outs supporting zero-emission (ZE) cargo handling equipment (CHE); and, 5) development of a *Port and Maritime Electrification Plan* (PMEP)—a replicable and scalable plan for transitioning JAXPORT, the local maritime industry, and other similar ports to ZE technologies. The Project will include meaningful community, workforce, and stakeholder engagement to ensure that these efforts drive local benefits, alleviate emissions burdens on neighboring communities, support economic vitality, and advance workforce development providing the local labor pool greater access to good-paying jobs and offering the free and fair choice to join a union.

This PIDP application encompasses the port’s first public-private partnership to deploy hybrid- and ZE CHE, plan for a zero-emission future, and expand sustainable, energy efficient terminal infrastructure. JAXPORT, Crowley, and SSA propose to partner with the U.S. Department of Transportation, Maritime Administration (MARAD) to complete the 100% Buy America-compliant Project to improve the safety, efficiency, sustainability, and reliability of the movement of goods throughout the Southeast and across the Gulf Coast and Eastern Seaboard. The partnership will accelerate construction and procurement for a regionally and nationally significant Project that will act as a beacon for similarly diverse ports to begin decarbonizing their operations to achieve substantial emissions reductions to mitigate the adverse community, climate, and health impacts associated with goods movement; increase safety, efficiency, and

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<sup>1</sup> For the reviewers’ convenience, a glossary of acronyms and abbreviations used within this document is provided as Appendix K.



reliability of goods movement; and enable numerous follow-on benefits of deploying advanced ZE technologies.

JAXPORT (UEI#: WFPRH5GHJLF8), the lead applicant, is one of the fastest growing coastal seaports in the nation, spanning three public marine terminals that handle containerized cargo, roll-on/roll-off, liquid and dry bulk, and breakbulk cargo; one cruise terminal; and two intermodal container transfer facilities. JAXPORT is of critical Military Significance being one of seventeen U.S. Commercial Strategic Seaports within the National Port Readiness Network to move military cargo for national defense, foreign humanitarian assistance and disaster relief, and the only port in Florida with this designation. JAXPORT handled 31 vessels and moved more than 11,000 pieces and 468,000 MTons of military cargo in 2021. Since 2019, JAXPORT's collaboration with SSA and Crowley has helped expand its cumulative annual cargo throughput from 431,578 TEU and 2,371,537 tons to 587,199 TEU and 3,134,898 tons in 2021, representing cargo growth of more than 36% and 32%, respectively (see Appendix H). Notably, cargo activity through JAXPORT generates 138,500 jobs in Florida and supports nearly \$31.1 billion in annual economic output for the region and state.<sup>2</sup> Indeed, the growth of JAXPORT has enabled the United States economy to better endure and recover from the harsh economic impacts of the novel coronavirus (COVID-19) by acting as a conveniently located, accessible, and efficient pressure release valve for ships and cargoes impacted by the incredible backlog experienced at major West Coast ports in 2020 and 2021. JAXPORT's terminals are located in Northern Florida on the St. Johns River, all within 9-21 nautical miles from the Atlantic Ocean, and have convenient access to major Class 1 railroads and the National Highway Freight Network at I-295 and the junction of I-10 and I-95. JAXPORT's facilities span communities designated as Areas of Persistent Poverty, Historically Disadvantaged Communities, and Empowerment Zones. JAXPORT is committed to developing integrated environmental stewardship and resiliency solutions to advance business and operations practices in ways that advance business goals and honor and protect the state and community.

JAXPORT has partnered with SSA and Crowley to initiate this sustainable transition to ZE port technologies. SSA Jacksonville, a private subsidiary of Seattle-based SSA Marine and Carrix, is one of the largest marine terminal operators in the Americas and globally, handling more than 110 million tons of conventional cargo across more than 250 locations. Crowley, a diversified logistics and marine services provider based in Jacksonville, FL, is one of the nation's oldest and largest Jones Act vessel operators, the single largest employer for America's merchant mariners, and a major terminal operator across the Eastern Seaboard and Puerto Rico. JAXPORT has entered into a Memorandum of Agreement (MOA; Appendix D) with SSA and Crowley—the two major subrecipients of the requested PIDP funds—to formalize the roles, responsibilities, and commitments of the parties. This Project has received broad support from Port partners as demonstrated by the letters of support included as Appendix J.

## **I.b Project Components**

As described in Sections I.e and V.a.7, the JAXPORT EXPRESS Project will be implemented over a period of 50 months through a series of 13 key Project tasks. Table 1, below, provides a high-level overview of the overall Project components as well as their function and respective

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<sup>2</sup> The Local and Regional Economic Impacts of the Port of Jacksonville, 2018 (July 2019). Available at <https://www.jaxport.com/wp-content/uploads/2019/08/JAXPORT-Economic-Impact-Report-2018.pdf>.

design status. Available equipment specifications related to the Project components are included as Appendix G.

*Table 1. JAXPORT EXPRESS Project Components, Function, and Design Status*

Component	Quantity	Lead	Location	Function	Design Status
<b>Port and Maritime Electrification Plan</b>	1	JAXPORT	Port-Wide	Electrification Planning	10%
<b>Hybrid RTG</b>	6	SSA	Blount Island	Hybrid CHE	60%
<b>Tier-4 Top Picks</b>	6	SSA	Blount Island	Low-Emission CHE	90%
<b>18,000+-lb Forklift</b>	5	SSA	Blount Island	ZE CHE	90%
<b>150+ kW EVSE</b>	5	SSA	Blount Island	Infrastructure	30%
<b>Make-Ready Stub-Outs</b>	5	SSA	Blount Island	Infrastructure	10%
<b>Reefer Rack Plugs</b>	160	Crowley	Talleyrand	Infrastructure	60+%
<b>Yard Tractor</b>	10	Crowley	Talleyrand	ZE CHE	90%
<b>10,000-lb Forklift</b>	10	Crowley	Talleyrand	ZE CHE	90%
<b>36,000-lb Forklift</b>	1	Crowley	Talleyrand	ZE CHE	90%
<b>150+ kW EVSE</b>	10	Crowley	Talleyrand	Infrastructure	30%
<b>Workforce Development</b>	1	All	Port-wide	Workforce	10%
<b>Technology / Knowledge Transfer</b>	1	All	Port-wide	Industry Engagement	20%

This Project is supported by more than \$370 million of ongoing investment by JAXPORT and SSA to redevelop, expand, and modernize the JCT at Blount Island. Additionally, these emissions reduction efforts build upon \$550 million invested by Crowley to increase the sustainability of the Puerto Rico trade by deploying Liquefied Natural Gas (LNG) Jones Act ships and a state-of-the-art LNG bunkering facility at TMT. These completed activities and components will help facilitate the successful implementation of JAXPORT EXPRESS.

### **I.c Project History & Context**

JAXPORT is one of the most productive and fastest growing cargo destinations in the Americas due to its convenient connections to critical goods movement corridors, including I-10, I-95, and I-75; proximity to critical global maritime shipping lanes, the Atlantic Ocean, and Gulf of Mexico; and the state’s business-friendly environment. JAXPORT is now ranked as the 13th-busiest port in the United States by container volume—1,407,310 twenty-foot-equivalent units (TEU) in 2021—and 38th-busiest by cargo tonnage. Yet, the Port’s critical tenants, comprised of many of the nation’s leading terminal operators and maritime stakeholders, are slow to transition away from their reliance on diesel CHE due to increased cost of ZE or lower emissions CHE and supply chain disruptions in the manufacturing sector. This reliance on fossil fuels to manage the rapid growth in cargo throughput is resulting in increased emissions and substantially higher costs due to the extreme volatility of oil and finished fuel prices. Moreover, as a port located in a state particularly susceptible and threatened by the impacts of climate change, this Project will enable the Port and its tenants to contribute directly to efforts to mitigate those impacts

In 2019, JAXPORT entered into a 25-year lease and terminal development agreement with SSA to develop the JCT at the 754-acre Blount Island marine facility situated nine nautical miles from the Atlantic Ocean along the St. Johns River. Also in 2019, JAXPORT and SSA were awarded a \$20 million BUILD grant for the JAXPORT International Cargo Terminal Modernization (JICTM) Project to support development of the 93+-acre JCT on Blount Island. In September 2021, after a competitive bid process, JAXPORT and SSA entered into a construction services contract with Superior Construction Company LLC, to implement seven of the eight phases—



representing 77 acres—of construction for the JICTM. Phase 8 of the JICTM will expand the terminal to 93 acres dedicated to cargo handling operations. Construction at JCT is on schedule to be completed by 2025 and will increase the terminal's throughput to 500,000 TEU per year—a 150% increase over the facility's current capacity. The expansion of the JCT will reduce the environmental, public health, and congestion impacts of goods movement on communities while increasing the region's cargo capacity and expediting cargo to and from inland destinations in large part due to the facility's access to Class 1 Rail and I-295/I-95.

In 2015, JAXPORT entered into a 20-year lease agreement with Crowley—one of three Jones Act carriers operating at JAXPORT—to develop, modernize, operate, and maintain a 50-acre terminal at TMT, 21 nautical miles from the Atlantic Ocean on the St. Johns River. TMT has 4,780 linear feet of deep-water berth space with a minimum depth of 40' that enables it to handle more than 400,000 TEU per year, with operations largely supporting domestic trade with Puerto Rico. Yet, recent growth in cargo demand, particularly for export and import of refrigerated agricultural products, has resulted in an operational bottleneck requiring additional investment to avoid spoilage and ensure timely, sustainable, and energy efficient cargo throughput. In addition to the requested funding to deploy ZE CHE and electrified reefer racks, Crowley has recently invested \$550 million to deploy two Jones Act LNG vessels servicing Puerto Rico and a state-of-the-art LNG bunkering facility. Crowley has committed to achieving net-zero GHG emissions by 2050.

Similarly, TMT is experiencing substantial growth and undergoing facilities improvements that will support the continued increase in infrastructure use and ZE CHE proposed for the JAXPORT EXPRESS Project. The TMT Berth Reconstruction and Rehabilitation Initiative is currently underway to replace underdeck concrete, refurbish aging concrete piles, and deploy new fenders and bollards to support larger vessels. Under the TMT Improvements Initiative, JAXPORT and its partners are currently expanding container handling and auto processing facilities; upgrading terminal pavement, drainage, and stormwater facilities; modernizing on-dock warehouses; improving safety and refurbishing on-dock rail; upgrading gate infrastructure and access control technologies; and expanding site utilities.

In addition to the proposed JAXPORT EXPRESS Project and the ongoing JICTM BUILD project, JAXPORT, SSA, and Crowley are actively investing in additional port and maritime improvements. In 2014, JAXPORT commenced plans to deepen and widen the harbor channel to 47' to support the cargo activity necessitated by population growth of Florida and the southeastern U.S. The \$484 million project is under budget at approximately \$410 million and three years ahead of schedule. It is expected to be completed in May 2022. The Jacksonville Harbor Deepening Project was fully funded through federal, state, city, and JAXPORT investments, plus contributions from port tenant SSA Atlantic.

JAXPORT, its tenants, and its partner agencies in Florida and the Federal government are also concurrently investing in and have recently completed projects that enhance safe and efficient navigation and goods movement across JAXPORT's marine terminals and the broader multimodal goods movement network in North Florida and across the southeast. The State of Florida has participated in funding substantial infrastructure improvements including \$75 million for the rehabilitation of five berths and expansion of two others on Blount Island. Similarly, regional transportation partners including the Florida Department of Transportation are actively investing in improvements to Florida's portions of the National Highway Freight Network with

approximately \$160 million in programmed projects utilizing National Highway Freight Program funding in Northeast Florida, infrastructure enhancement to railroads (Class I, II, & III), and critical feeder routes to improve the reliability, access, and safety of goods movement networks.

#### **I.d Port-related Transportation Challenges**

The JAXPORT EXPRESS Project addresses significant transportation-related challenges involving terminal congestion, high levels of greenhouse gas and criteria pollutant emissions, and price volatility associated with the cost of diesel. The Project provides measurable improvements to challenges impacting the reliable, expedient, and safe flow of goods movement, as well as reducing greenhouse gas and criteria pollutant emissions which pose a distinct threat to local and global communities. As more beneficial cargo owners (BCOs), cargo carriers (shipping lines), and end customers seek to reduce their Scope 2 and 3 emissions, the ability to compete in this new decarbonized logistics paradigm will require substantial investment in nascent advanced energy and ZE technologies as well as comprehensive planning efforts to prepare for and meet the challenges of tomorrow. The Project will deploy new ZE CHE, install stacked reefer racks and plugs, and plan for a future of zero-emission port and maritime operations at JAXPORT and in the St. Johns River system.

#### **I.e Detailed Statement of Work**

The JAXPORT EXPRESS Project will be completed in discrete phases broken out by Project component, with multiple tasks occurring simultaneously. The Project Team will undertake Project management and administrative activities necessary for Project completion on time and within budget. See Section V.a.8 for a detailed list of milestones and deliverables associated with each task. *Dates shown in parentheses (i.e., 2023Q1) reflect targeted completion date.*

##### I.e.1 Task 1 – Overall Project Management and Planning

JAXPORT will oversee all Task 1 Administrative Activities, act as the lead permitting agency, and work with project partners to manage the Project. JAXPORT will perform overall Project management activities, including project planning and control, permitting, subcontractor control, financial management, data management, management of supplies and/or equipment, risk management, and reporting as required to successfully achieve the overall project objectives. Specific activities will include: 1.1) ongoing project management, administration, and planning for the duration of the grant period; 1.2) submission of permitting and environmental documents; 1.3) monitoring grant awardee selection and Buy America compliance; 1.4) contract execution (2023Q1); 1.5) kickoff meeting (2023Q1); 1.6) project scheduling; 1.7) quarterly reporting; and 1.8) final report development (2026Q4).

##### I.e.2 Task 2 – Component 1 (Crowley): Upsizing to 160 Electric Reefer Plug Capacity

Crowley will install electrical conduit, infrastructure, and plugs to support the grid-tied storage of 160 refrigerated containers on the terminal. Specific activities will include initial planning (underway, completion 2023Q2); 2.1) design and engineering (2023Q2); 2.2) permitting and environmental approvals (2023Q4); 2.3) procurement and delivery (2024Q1); 2.4) construction and installation (2024Q2); 2.5) commissioning and initiate operation (2024Q2); and, 2.6) data collection/reporting (begins 2024Q3).

##### I.e.3 Task 3 – Component 2 (SSA): Deployment of Hybrid-Electric RTGs

SSA will procure and commission six Tier 4 diesel hybrid-electric rubber-tired gantry (RTG) cranes at the JCT to support terminal densification. Specific activities will include initial

planning (underway, completion in 2022Q4); 3.1) design and engineering (2023Q1); 3.2) procurement and delivery (2025Q1); 3.3) commissioning and initiate operation (2025Q2); and, 3.4) data collection/reporting (begins 2025Q2).

I.e.4 Task 4 – Component 3 (SSA): Deployment of Tier 4 Diesel Top Picks

SSA will procure and commission six Tier 4 diesel top picks at Blount Island to reduce the facility's Scope 1 emissions. Specific activities will include initial planning (underway, completion in 2022Q4); 4.1) equipment specification (2023Q1); 4.2) vendor selection via competitive bidding process; 4.3) procurement and delivery (2024Q1); 4.4) commissioning and initiate operation (2024Q2); and, 4.5) data collection/reporting (begins 2024Q2).

I.e.5 Task 5 – Component 3 (SSA): Deployment of ZE High-Capacity Forklifts

SSA will procure and commission five 18,000+-lb battery-electric forklifts at Blount Island to reduce the facility's Scope 1 emissions. Specific activities will include initial planning (underway, completion in 2022Q4); 5.1) equipment specification, design, and engineering (2023Q2); 5.2) vendor selection via competitive bidding process; 5.3) procurement and delivery (2024Q3); 5.4) commissioning and initiate operation (2024Q4); and, 5.5) data collection/reporting (begins 2024Q4).

I.e.6 Task 6 – Component 3 (Crowley): Deployment of ZE High-Capacity Forklifts

Crowley will procure and commission ten 10,000-lb and one 36,000-lb battery-electric forklifts at TMT to reduce the facility's Scope 1 emissions. Specific activities will include initial planning (underway, completion in 2022Q4); 6.1) design and engineering (2023Q2); 6.2) vendor selection via competitive bidding process; 6.3) procurement and delivery (2025Q2); 6.4) commissioning and initiate operation (2025Q3); and, 6.5) data collection/reporting (begins 2025Q3).

I.e.7 Task 7 – Component 3 (Crowley): Deployment of ZE Yard Tractors

Crowley will procure and commission ten battery-electric yard tractors at the TMT to reduce the facility's Scope 1 emissions. Specific activities will include initial planning (underway, completion in 2023Q2); 7.1) design and engineering (2023Q4); 7.2) vendor selection via competitive bidding process; 7.3) procurement and delivery (2025Q2); 7.4) commissioning and initiate operation (2025Q3); and, 7.5) data collection/reporting (begins 2025Q3).

I.e.8 Task 8 – Component 3 (Crowley): Deployment of Tier 4 Diesel Top Pick

Crowley will procure and commission one Tier 4 diesel top pick at the TMT to reduce the facility's Scope 1 emissions. Specific activities will include initial planning (underway, completion in 2022Q4); 8.1) design and engineering (2023Q1); 8.2) vendor selection via competitive bidding process; 8.3) procurement and delivery (2024Q3); 8.4) commissioning and initiate operation (2024Q4); and, 8.5) data collection/reporting (begins 2024Q4).

I.e.9 Task 9 – Component 4 (SSA): Deployment of DC Fast Charging Stations and Make-Ready Stub-Outs

SSA will procure, install, and commission five direct current (DC) fast charging stations, each with a minimum charging capacity of 150-kW to support the proposed ZE high-capacity forklifts and future ZE CHE. SSA will coordinate with the local utility—JEA—for any necessary upstream electric infrastructure improvements and install a minimum of five make-ready stub-outs to support additional future charging station installations. Specific activities will include initial planning (underway, completion in 2022Q4); 9.1) coordination with the local utility to

plan for electrical system upgrades; 9.2) design, engineering, and permitting (2023Q2); 9.3) vendor selection via competitive bidding process; 9.4) procurement and delivery (2024Q2); 9.5) site preparation and pre-construction activities; 9.6) site construction and installation; 9.7) commissioning and initiate operation (2024Q4); and, 9.8) data collection/reporting (begins 2024Q4).

#### I.e.10 Task 10 – Component 4 (Crowley): Deployment of DC Fast Charging Stations

Crowley will procure, install, and commission 10 DC fast charging stations, each with a minimum charging capacity of 150 kW to support the proposed ZE high-capacity forklifts, ZE yard tractors, and future ZE CHE. Additionally, Crowley will coordinate with the local utility—JEA—for any necessary upstream electric infrastructure improvements. Specific activities will include initial planning (underway, completion in 2023Q3); 10.1) coordination with the local utility to plan for electrical system upgrades; 10.2) design, engineering, and permitting (2024Q2); 10.3) vendor selection via competitive bidding process; 10.4) procurement and delivery (2024Q3); 10.5) site preparation and pre-construction activities; 10.6) site construction and installation; 10.7) commissioning and initiate operation (2025Q1); and, 10.8) data collection/reporting (begins 2025Q2).

#### I.e.11 Task 11 – Component 5: Development of *Port and Maritime Electrification Plan*

JAXPORT, the Project Team, and a Technical Advisory Committee (TAC) will develop a replicable, scalable, and actionable strategy and plan for transitioning port facilities, marine terminals, local drayage operations, and maritime operations to zero- and near-zero-emission technologies. The PMEP—modeled off and expanding beyond the Port of Long Beach’s *Port Community EV Blueprint* (2019)—will be developed through substantial coordination and engagement with port tenants, the local utility, regional transportation stakeholders, industry stakeholders, community-based organizations, environmental and energy justice groups, cargo stakeholders, engineering firms, and advanced technology developers and manufacturers. Specific activities will include initial planning (underway, completion in 2023Q3); 11.1) review relevant planning documents, policies, and codes (2024Q2); 11.2) establish the TAC (2024Q3); 11.3) assess baseline vehicles and equipment (2025Q2); 11.4) develop *Public Involvement Plan* with outreach materials and stakeholder questionnaires (2024Q4); 11.5) conduct stakeholder identification, outreach, and engagement (2025Q1); 11.6) create an *Equity Development and Inclusion Plan* (2026Q3); 11.7) evaluate the local and regional workforce and formulate pathways to prepare for a ZE port community (2025Q4); 11.8) develop iterative drafts and the Final PMEP to include the identification of risks, technology options, deployment locations, financial/business models, workforce development strategies, air emissions impacts, disadvantaged community benefits, and outreach strategy (2026Q4); 11.9) conduct measurement and verification (M&V) for the deployed Project components; and, 11.10) present the findings of the PMEP to those engaged during the Project and to port and maritime stakeholders (2026Q4).

#### I.e.12 Task 12 – Workforce Development and Training

The Project Team will coordinate with the Electric Vehicle Infrastructure Training Program (EVITP) and higher education institutions in Northeast Florida to develop and implement workforce development curricula to establish the labor pool necessary to support, operate and maintain the proposed ZE CHE, charging stations, and future widespread deployment of these technologies. Additionally, the Project Team will establish a scholarship program to encourage and support those pursuing EVITP certification and/or career pathways in clean transportation

and sustainable port and maritime operations. Specific activities will include initial planning (underway, completion in 2023Q2); 12.1) coordinate curriculum development and implementation (2023Q4); 12.2) establish metrics for the proposed scholarships (2023Q2); 12.3) review applications and award scholarships (ongoing through 2025Q4); and, 12.4) gather data on the impacts and benefits of this task, to be included in the Final Report (2025Q4).

I.e.13 Task 13 – Technology and Knowledge Transfer

The Project Team will disseminate technological and operational learnings from the Project within the port community and to other technical, regulatory, utility, policy, community, industry, and port stakeholders to facilitate similar future. Specific activities will include initial planning (underway, completion in 2023Q2); 13.1) develop *Technology and Knowledge Transfer Plan* (2023Q4); 13.2) development and maintenance of a JAXPORT EXPRESS Project website (ongoing through 2026Q4); 13.3) develop Project case studies targeting policy makers, fleets, and technology vendors (ongoing through 2026Q3); 13.4) development of marketing materials, Project videos, conference presentations, and Project webinars (ongoing through 2026Q3); and, 13.5) gather data on the outcomes of this task, to be included in the Final Report (2026Q3).

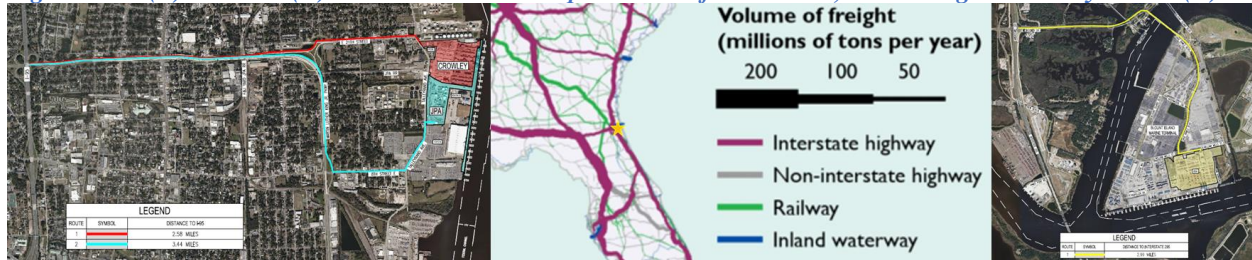
**II. Project Location**

Jacksonville is a port city located along the St. Johns River in Duval County in coastal northeastern Florida. Jacksonville is the nation’s largest city by area and had an estimated population of 949,611 in 2020, making it the 12th most populous city in the United States. The Project area is considered an Urbanized Area by the 2020 U.S. Census. The geospatial data for this Project’s locations are Latitude / Longitude: 30.380833° / -81.564445° (JCT) and 30.355522° / -81.622444° (TMT). The Project spans Census Tracts 3 (TMT and JAXPORT Headquarters) and 101.03 (Blount Island Marine Terminal/JCT) in Duval County. Notably, Census Tract 3 is designated as an Area of Persistent Poverty, a Historically Disadvantaged Community, and an Empowerment Zone. The Project does not fall within any Census Tracts designated as Opportunity Zones, Promise Zones, or Choice Neighborhoods.

**II.a Connections to Existing Transportation Infrastructure**

The proposed Project will span two terminals with reliable, expedient access to the nation’s critical freight networks including the National Highway System’s I-10 and I-95 via I-295 as well as Class 1 rail operated by CSX and Norfolk Southern via the Florida East Coast Railway.

*Fig. 1. TMT (L) and JCT (R) Connections to Transportation Infrastructure; 2018 Freight Flows by Mode<sup>3</sup> (C).*



Notably, JAXPORT and its private partners are also a critical LNG hub for maritime vessels beginning to transition to this alternative maritime fuel with lower climate and public health

<sup>3</sup> U.S. Department of Transportation, Bureau of Transportation Statistics, Freight Facts and Figures (Washington, DC: 2020). Available at <https://data.bts.gov/stories/s/Freight-Transportation-System-Extent-Use/r3vy-npqd>.

impacts compared to traditional marine bunkers and low sulfur marine fuel oil. The Port and its partners offer both on-dock and near-dock fueling capabilities, which, according to an independent third-party source, is the only port on the East Coast to do so. Crowley’s two new LNG-powered, combination container roll-on/roll-off (Con-RO) ships and TOTE Maritimes two 3,100 TEU container ships all call at JAXPORT and rely upon the provided LNG to deliver cargoes to Puerto Rico and the Caribbean more sustainably. Additional detailed maps related to the project location are provided as Appendix E.

### III. Grant Funds, Sources and Uses of all Project Funding

#### III.a Project Costs

The proposed costs shown in Table 2 are reasonable, current, and account for existing and forecasted market conditions. Cost estimates for Buy America-compliant components and assuming the payment of prevailing wage have been obtained within the past six months directly from manufacturers, preferred vendors of manufacturers, and industry-leading firms skilled in the design and cost estimation for ZE infrastructure projects. All cost estimates represent upper cost bounds to account for market uncertainty and include the costs associated with permitting, construction, and commissioning activities. During implementation of the Project, SSA and Crowley commit to paying all reasonable overages to ensure the successful delivery of the Project and accrual of its benefits in a timely manner.

*Table 2. Critical Component Costs & Degree of Design Completion.*

Component	Partner	Design Status	Quantity	Unit Cost <sup>4</sup>	Total Cost <sup>5</sup>
Grant Administration	JAXPORT	N/A	N/A	\$150,000	\$150,000.00
PMEP	JAXPORT	30%	1	\$1,000,000	\$1,000,000.00
Hybrid RTG	SSA	90%	6	\$3,000,000	\$23,400,000.00
Tier-4 Top Pick	SSA	90%	6	\$780,000	\$5,148,000.00
18,000-lb Forklift	SSA	90%	5	\$308,000	\$1,694,000.00
150+-kW EVSE	SSA	30%	5	\$100,000	\$550,000.00
Make-Ready Stub-Outs	SSA	10%	5	\$38,000.00	\$209,000.00
Reefer Stack Upgrade	Crowley	90%	160	--	\$7,700,000.00
Yard Tractor	Crowley	90%	5	\$400,000	\$4,400,000.00
10,000-lb Forklift	Crowley	90%	10	\$65,000	\$715,000.00
36,000-lb Forklift	Crowley	90%	1	\$500,000	\$550,000.00
Tier-4 Top Pick	Crowley	90%	1	\$700,000	\$770,000.00
150+-kW EVSE	Crowley	30%	10	\$50,000	\$550,000.00
Workforce Development	All	N/A	N/A	\$100,000	\$100,000.00
Tech / Knowledge Transfer	All	N/A	N/A	\$100,000	\$100,000.00
<b>TOTAL</b>					<b>\$47,036,000.00</b>

#### III.b Source and Amount of Eligible Project Cost Funds

With this proposal, JAXPORT, SSA, and Crowley propose the \$47,036,000 JAXPORT EXPRESS Project, with \$23,518,000 from the Maritime Administration and \$23,518,000 in cash and in-kind match from the Project Team. This represents a 50% cost/match share to the JAXPORT EXPRESS Project, for which no other Federal funds are currently anticipated to be leveraged. To accelerate JAXPORT’s nascent sustainability and resiliency efforts, the Project

<sup>4</sup> Unit Costs are based upon actual quotes received from vendors since January 2022.

<sup>5</sup> Costs for equipment and infrastructure components include cost contingencies of 10%-30%.



Team may pursue additional future state, local, and Federal grant opportunities which may supplement private cost share commitments.

The Project Team estimates that 97.13% of Project funding will be spent on engineering, procurement, and construction activities, with only 0.32% spent on administrative costs and 2.55% on miscellaneous costs. The miscellaneous spending category includes: \$100,000 for workforce development and scholarships; \$1,000,000 for the PMEP (which includes engaging the TAC, substantial community outreach, utility engagement and coordination, and M&V for the Project); and, \$100,000 for technology/knowledge transfer. See attached budget forms and Table 2, above, for more detail about specific costs.

### III.c Documentation of Funding

The Project Team has documented all existing funding commitments for non-Federal funds to be used on eligible Project costs. Found in Appendix C, this documentation includes:

- Letter of Commitment from JAXPORT dated May 6, 2022; Letter of Commitment from Crowley; and Letter of Commitment from SSA dated May 6, 2022.

### III.d Amount, Nature, and Source of Required Non-Federal Match Funds

The JAXPORT EXPRESS Project’s non-Federal cost share will be supported by \$575,000 from JAXPORT’s Operating Reserves Fund, \$15,600,500 from SSA’s existing capital reserves, and \$7,342,500 from Crowley’s existing capital reserves. JAXPORT, Crowley, and SSA are well-capitalized to be able to meet unforeseen changes in costs of implementing the Project, thereby guaranteeing the Project’s timely success. No TIFIA or RRIF funds will be used as part of Project financing. No PIDP funds will be used to support or oppose union organizing.

*Table 3. JAXPORT EXPRESS Project Budget*

Component	Non-Federal		PIDP		Other Fed		Total of Project	
Grant Admin. and Management	\$75,000	50%	\$75,000	50%	\$0	0%	\$150,000	0.32%
PMEP	\$500,000	50%	\$500,000	50%	\$0	0%	\$1,000,000	2.13%
Hybrid RTG	\$11,700,000	50%	\$11,700,000	50%	\$0	0%	\$23,400,000	49.75%
Top Pick	\$2,574,000	50%	\$2,574,000	50%	\$0	0%	\$5,148,000	10.94%
ZE 18,000-lb Forklift	\$847,000	50%	\$847,000	50%	\$0	0%	\$1,694,000	3.60%
150+-kW EVSE	\$275,000	50%	\$275,000	50%	\$0	0%	\$550,000	1.17%
Make-Ready Stub-Outs	\$104,500	50%	\$104,500	50%	\$0	0%	\$209,000	0.44%
Reefer Stack Upgrade	\$3,850,000	50%	\$3,850,000	50%	\$0	0%	\$7,700,000	16.37%
ZE Yard Tractor	\$2,200,000	50%	\$2,200,000	50%	\$0	0%	\$4,400,000	9.35%
ZE 10,000-lb Forklift	\$357,500	50%	\$357,500	50%	\$0	0%	\$715,000	1.52%
ZE 36,000-lb Forklift	\$275,000	50%	\$275,000	50%	\$0	0%	\$550,000	1.17%
Top Pick	\$385,000	50%	\$385,000	50%	\$0	0%	\$770,000	1.64%
150+-kW EVSE	\$275,000	50%	\$275,000	50%	\$0	0%	\$550,000	1.17%
Workforce Development	\$50,000	50%	\$50,000	50%	\$0	0%	\$100,000	0.21%
Tech & Knowledge Transfer	\$50,000	50%	\$50,000	50%	\$0	0%	\$100,000	0.21%
<b>TOTAL</b>	<b>\$23,518,000</b>	<b>50%</b>	<b>\$23,518,000</b>	<b>50%</b>	<b>\$0</b>	<b>0%</b>	<b>\$47,036,000</b>	<b>100%</b>

All local funds will be available at initiation of the Project to ensure that the Project is completed according to the proposed schedule. There are no restrictions or conditional approvals that could impede their use for the Project. The proposed budget does not include any previously incurred expenses, nor does it include any expenses to be incurred prior to grant award announcement. The proposed budget satisfies the statutory cost-sharing requirements by proposing \$23,518,000 in non-Federal match share as described above, representing a 50% match share for the



\$47,036,000 Project. Table 3, below, provides a breakdown of Project costs by component and source of funds by PIDP, Other Federal, and Non-Federal.

### **III.e Project Budget**

Delivery and commissioning of the various Project components will vary over the Project—as described at Section I.e—but only the PMEP will be intentionally phased. Phasing the PMEP will enable the Project Team to develop a preliminary 2024 PMEP early in the Project and develop an updated 2026 PMEP at the close of the Project to incorporate lessons learned from JAXPORT EXPRESS as well as other ongoing and forthcoming ZE demonstration Projects by JAXPORT, SSA, and CROWLEY. The Project Team anticipates that the 2023 PMEP will cost approximately \$300,000 and the 2025 PMEP will cost approximately \$700,000.

### **III.f Availability and Conditionality of Project Funds**

Federal funds will expedite key Project components by several years or more and support the growth of the United States’ domestic advanced manufacturing industries. Rapidly deploying hybrid and ZE equipment and electrified terminal infrastructure through these investments will incentivize earlier utilization of the facilities’ full capacity, taking advantage of ongoing investments by the Project Team, the USACE, and the U.S. Department of Transportation (via the 2019 BUILD award). Without federal funding, the reefer stacks expansion will be significantly downsized and all Project components will be delayed by several years, with ultimate timing depending upon commercial factors, including increasing component costs and long manufacturing lead times. Without federal assistance for JAXPORT EXPRESS, the Project Team might have to forego or delay the delivery of other critical capital Projects, a challenge that is further compounded by the economic uncertainty surrounding the ongoing recovery from COVID-19. The Project Team elected to request PIDP funding only for Project components that can be federalized, while complying with the strict timeline for the JAXPORT EXPRESS Project. None of the committed funds are subject to expiration nor are they constrained by the timing of implementation of the various components of the Project. No previously incurred or encumbered funds nor ineligible costs have been included in the budget.

## **IV. Selection and Merit Criteria**

### **IV.a Effect on the Movement of Goods – Safety, Efficiency, or Reliability Improvements**

Expanding the cargo handling capacity of JCT and TMT improves safety, efficiency, and reliability of the movement of goods to the benefit of Americans throughout the nation. As discussed in the sections on Net Benefits (Section IV.b) and Additional Considerations (Section VIII), this Project will produce significant quantitative and qualitative benefits to American citizens and businesses throughout the nation by improving the quality and capacity of goods movement infrastructure in the Southeast. As described in Net Benefits section (Section IV.b) and demonstrated in the Benefit-Cost Analysis (BCA) and BCA Report (Appendices A and B, respectively), JAXPORT EXPRESS will realize meaningful, replicable quantitative and qualitative benefits for the economy, neighboring communities, public health, and the environment.

Table 4, below, briefly identifies whether the proposed components impact safety, efficiency, and reliability of goods movement. The JAXPORT EXPRESS Project will strengthen supply chains by increasing throughput capacity and efficiency at one of the nation’s fastest growing hubs for international trade. JAXPORT has seen rapid growth in recent years, particularly as

backlog at major West Coast Ports has necessitated diverting vessels to maintain reliable supply chains and timely cargo deliveries. The benefits of JAXPORT EXPRESS will accrue to all manner of containerized cargoes, including foodstuffs and perishable cargoes bound for Puerto Rico and international destinations.

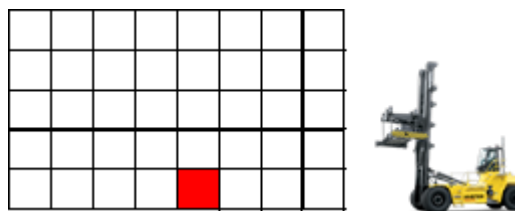
*Table 4. JAXPORT EXPRESS Project Outcomes*

	<b>Component</b>	<b>SAFETY</b>	<b>EFFICIENCY</b>	<b>RELIABILITY</b>
1	160 Electrified Reefer Racks	Yes	Yes	Yes
2	Hybrid RTGs	Yes	Yes	Yes
3	Cargo Handling Equipment	Yes	Yes	Yes
4	Charging Infrastructure	Yes	Yes	Yes
5	Port & Maritime Electrification Plan	Yes	Yes	Yes

The proposed cargo handling and infrastructure improvements—described in Tables 1, 2, and 3—will expand cargo handling capacity and enhance the safety, efficiency, and reliability of goods movement at the JCT and TMT facilities while achieving substantial emissions reductions. These benefits will accrue to the support of all Americans and, particularly, the citizens of Puerto Rico as JAXPORT continues to expand as a key alternative gateway for European and Asian cargoes and the primary transfer point for Puerto Rico-bound cargoes including commodities, food, medicines, and consumer goods. Building out the cargo handling capacity at JAXPORT will result in direct improvements to the efficiency of the movement of goods, reducing vessel and truck turn times, increasing the cargo volumes able to transit the terminal, and improving multimodal connectivity to achieve widespread logistics efficiencies.

**Upsizing to 160 Stacked Reefer Plugs.** Expanding the reefer plug count and transitioning to a stacked system will improve the efficiency of moving refrigerated cargoes through JAXPORT and enable the Port to expand its leadership as one of the United States’ top seaports for exporting refrigerated cargoes. These plugs will enable containers to be stacked—providing energy efficiencies while protecting agriculture products by reducing direct exposure to solar radiation—which will offset thermal heating of shaded containers by 17% (i.e., 12.6° F). This Project component will reduce related air quality impacts compared to existing operations by enabling inefficient diesel-powered refrigerated containers to rely on grid electricity for cooling systems. Annually, the reefer stacks are expected to support the plugging of more than 50,000 refrigerated TEU. These environmental benefits will continue to improve as JEA works to reduce carbon emissions 30% by 2030 as compared to a 2007 baseline.

**Hybrid RTG Deployments.** The proposed hybrid-electric RTG rows will improve yard utilization by increasing terminal density, improve the speed and efficiency of cargo throughput by more than 40%, and substantially reduce terminal emissions. The proposed RTG stacks will be configured as a 5-high, 7+-wide stack with a dedicated truck lane within the span of the hybrid RTGs. The transition to RTG stacks will enable the terminal to fit 144 TEU ground slots per acre as opposed to 119 TEU when serviced by top picks while also reducing average cycle times—the amount of time to grab a container in a stack—to 50 seconds, down from 65 seconds when operated by a top pick. Moreover, when attempting to reach a container at the bottom-middle of a stack, an RTG is expected to take just four moves over 200 seconds to cycle the pile as compared to a top pick taking 20 moves over 1,300 seconds for the same objective.



*Figure 2. Example Top Pick Stack Cycle*

***Low- and Zero-Emission CHE.*** The proposed low- and zero-emission CHE is expected to operate in the same duty cycle as and have equal productivity to existing conventional fossil-fueled CHE operating at the terminal. Yet, proposed CHE will reduce emissions, energy consumption, and operator fatigue caused by noise and vibration while also increasing safety of operators, personnel, and cargo handling operations due to the reduced noise pollution. Moreover, these advanced technology systems, particularly ZE CHE, are well-positioned to support additional enhancements in the future that further support safety and efficiency benefits by enabling future systems—such as intelligent transportation and automation systems—to be powered by the units’ onboard low- and medium-voltage systems. ZE CHE is expected to have significantly reduced downtimes for maintenance due to the extreme reduction in moving parts, elimination of combustion systems, and reduction in reliance on lubricating oils. Additionally, ZE CHE eliminates the associated risk of diesel spills and reduces the likelihood of oil spills.

***Charging Infrastructure.*** The installation of high-powered electrical vehicle supply equipment (EVSE also referred to as charging stations) is critical to the successful operation of the proposed ZE CHE. Deploying higher power charging infrastructure will reduce equipment downtimes for charging, allow for more complete “refueling” during opportunity charges—those that occur during short dwell times such as during meal breaks or shift changes, and be future-proofed to enable additional ZE CHE to charge at higher power levels. The installation of permanent EVSE will reduce truck trips within the terminal for wet-hose mobile diesel refueling of CHE, avoid diesel spills, and further reduce ancillary emissions. The proposed EVSE will include industry-leading safety systems to avoid injury to operators or maintenance professionals, be intuitive, and easy to operate.

***Port & Maritime Electrification Plan.*** The PMEP will inform the most efficient design of the proposed EVSE at JCT and TMT; support future deployments of ZE CHE, drayage trucks, and harbor craft; and, evaluate opportunities to deploy renewable energy and microgrid systems throughout JAXPORT. Properly evaluating charging infrastructure layout, location, and specifications will meaningfully impact efficiency, safety, and reliability by reducing the total ground area dedicated to the infrastructure, intelligently site the infrastructure for convenient and efficient access, and deploy protective systems to reduce risk of collision/allision with the infrastructure. Moreover, the PMEP’s substantial industry and community stakeholder engagement will help the Port and terminal operators learn about additional methods, mechanisms, and technologies that will further increase efficiency of deploying sustainable port terminal systems including ZE CHE, ZE drayage trucks, ZE bunkering, ZE harbor craft, public access drayage charging facilities, and renewably-powered microgrid systems.

#### IV.a.1 Improving the Safety of the Movement of Goods

***Upsizing to 160 Stacked Reefer Plugs.*** Increasing the capacity to store refrigerated goods will improve safety to the end users of those goods by ensuring proper temperatures are maintained throughout shipping. This will prevent spoilage and reduce the risks of bacterial growth in perishable goods that could cause foodborne illness. This investment is critically important for agricultural exports to Puerto Rico and international markets as well as imports from domestic markets, Europe, and Asia. As described above, JAXPORT has become a major hub for vessels experiencing substantial delays at some of our nation’s largest ports and this investment will help ensure that these delayed perishable cargoes have a better chance of reaching market, feeding Americans, and supporting our domestic agriculture and livestock industries.

**Hybrid RTG Deployments.** Transitioning the JCT to an RTG-operated facility to displace top handler operations will increase safety by establishing dedicated travel lanes, reducing the number of required container touches, and minimizing the number of CHE operating within constrained spaces across the terminal. Moreover, by achieving incredible GHG and criteria pollutant emissions reductions of conventional diesel RTGs—more than 90% before accounting for engine tier upgrades—these Tier 4 diesel hybrid RTGs will also improve the health of local communities and terminal personnel while supporting humanity’s goals of avoiding a 1.5° C increase in global average temperatures. Achieving reductions in greenhouse gases will help reduce the risk of the most severe impacts of climate change to which Florida is particularly susceptible due to sea level rise and the increase in occurrences and strength of hurricanes.

**Low- and Zero-Emission CHE.** The initial deployment of the proposed low- and zero-emission CHE will largely benefit safety through reductions in operator accidents, local health impacts, and reducing the climate impacts of port operations. The near-complete elimination of noise and vibration when operating ZE CHE supports improved communication throughout the terminal and reduces worker fatigue and health issues caused by vibrations, resulting in more attentive, safer terminal operations. Additionally, new advanced technology CHE are well-positioned to incorporate emerging and future technologies to enhance operational safety through partial and full automation of the CHE, leveraging the systems’ medium- and low-voltage architectures. While not proposed for this immediate deployment, many technology developers expect to be able to retrofit future ZE equipment to easily incorporate advanced safety systems such as LIDAR detection, RFID geotagging, and other systems that support greater exchange of real-time data related to cargoes, CHE, terminal activities, and the broader freight system.

**Charging Infrastructure.** The Project Team will deploy only charging stations and associated upstream electrical infrastructure that are certified by Nationally Recognized Testing Laboratories (NRTLs), such as Underwriter’s Laboratory (UL), Intertek, MET Laboratories, and SGS North America. Charging stations and charging sessions will also comply with relevant safety, communications, and security standards developed by SAE International, the American National Standards Institute, and others. Safety engineers at NRTLs perform months of extensive safety and standards compatibility testing that the products must pass before they can be safety-certified and made available for sale. After passing, the manufacturer’s factory is randomly inspected four times a year by the certifying NRTL. After installation, qualified local contractors will inspect the sites regularly, as well as when making emergency repair calls. SSA and Crowley will implement a rigorous qualification process to ensure that contractors on the Project meet or exceed high standards in safety, skills, quality, performance, and financial stability with a preference for contractors certified by the EVITP.

**Port & Maritime Electrification Plan.** The PMEP will support enhanced safety of goods moved into, through, and around JAXPORT and the greater southeastern goods movement network by developing a comprehensive analysis of opportunities and challenges for transitioning the port and maritime portions of JAXPORT’s logistics networks to advanced, ZE technologies. The PMEP will evaluate leading technologies, mechanisms for deploying these cost-effectively, and workforce development needed to enable the ZE transition as well as review and recommend policies, codes, regulations, and safety standards that will support the safe adoption, deployment, and utilization of ZE technologies. Through substantial stakeholder engagement, the PMEP will support future deployments of ZE equipment and harbor craft, integration of intelligent

transportation systems (ITS)—including Freight Signal Prioritization and other vehicle-to-infrastructure safety-enhancing systems, and advance efforts to reduce emissions of GHGs and criteria pollutants that impact human health and the environment.

#### IV.a.2 Improving the Efficiency of the Movement of Goods

***Upsizing to 160 Stacked Reefer Plugs.*** Expanding the reefer plug count will improve the efficiency of moving refrigerated cargoes through JAXPORT and enable the Port to maintain its reputation as a leading exporter of refrigerated cargoes. These plugs, in conjunction with the rehabilitation of the pavement, will enable containers to be stacked—providing energy efficiencies while protecting agriculture products by reducing direct exposure to solar radiation—which will offset thermal heating of shaded containers by 17% (i.e., 12.6° F).

***Hybrid RTG Deployments.*** The proposed hybrid RTGs will greatly improve the efficiency of moving goods through the JCT by increasing cargo throughput capacity and speeds compared to existing top pick operations (up to 85% savings), achieve incredible 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, as described in the BCA (Appendix A), the transition to Hybrid RTGs will support up to 21% increase in static cargo capacity at JCT, improving the performance of Blount Island and supporting greater cargo diversion away from Jacksonville’s more heavily-populated areas. The deployment of six RTGs will also support operational resilience by enabling the RTG stacks to still be highly efficient even if one unit were to require maintenance.

***Low- and Zero-Emission CHE.*** Low- and ZE CHE will directly improve the efficiency and reliability of operations at JCT and TMT by reducing fuel energy costs and improving equipment uptime by reducing maintenance needs. The deployment of low- and ZE CHE will demonstrate to the larger regional and national supply chain stakeholders that logistics operations can reliably be transitioned to low- and ZE systems without sacrificing operational efficiency. Moreover, it is expected that the proposed low- and ZE CHE will have lower lifecycle costs by transitioning to stable fuel costs in the form of established electricity rate tariffs and through the nature of ZE CHE requiring less lifetime maintenance due to the elimination of hundreds of moving parts—each an independent point of failure. The BCA (Appendix A) and BCA Report (Appendix B) describe the cost savings to be achieved by transitioning to low- and ZE CHE technologies. These cost savings will accrue to the benefit of BCOs, shippers, and carriers, particularly for goods destined to Puerto Rico. Moreover, the investment in Buy America-compliant ZE CHE will spur further direct investment into the growth of America’s manufacturing capacity and improve its technological advantage over other global partners and competitors.

***Charging Infrastructure.*** Deploying high-powered DC fast charging infrastructure (EVSE) will support greater uptime and operability of the ZE CHE while also future proofing the terminal for additional ZE CHE deployments over the coming years. As terminal operators are beginning to transition to ZE CHE, many are unaware of the full suite of challenges to be considered in designing infrastructure to support this new fuel paradigm. The proposed EVSE will be procured after a competitive bid process influenced by the first phase of the PMEP to ensure that the stations have high uptime and reliability backed by a strong warranty and service agreement. The procurement of EVSE will seek to reduce the total footprint dedicated to the EVSE, supporting upstream infrastructure (transformers, switchgear, power cabinets, etc.), and safety infrastructure (concrete pads, guide rails, bollards, etc.) to allow for more real estate to be dedicated to cargo

operations—the primary economic driver of ports. Higher-powered EVSE will enable more complete charging cycles during opportunity charges (e.g., during brief breaks such as meals or shift changes) and enable power to be shared when charging two units on a single charger—further reducing real estate dedicated to charging infrastructure.

***Port & Maritime Electrification Plan.*** The PMEP will be implemented in its first phase to support the efficient design and deployment of the EVSE and ZE CHE proposed under the JAXPORT EXPRESS Project. The Project Team will engage industry stakeholders to understand leading strategies to drive increased efficiency of charging infrastructure procurement, construction, operations, maintenance, and interaction with the electric grid. In its second phase, the PMEP will incorporate lessons learned and data collected from the JAXPORT EXPRESS Project to identify strategies that support efficient replication of the Project and deployment of additional ZE CHE at JAXPORT and at ports and logistics hubs across the United States.

#### IV.a.3 Improving the Reliability of the Movement of Goods

***Upsizing to 160 Stacked Reefer Plugs.*** Increasing the reefer plug count and stacking the containers at TMT will improve the reliability of exporting perishable products through JAXPORT by expanding capacity and interconnecting to the utility grid instead of relying upon diesel generators. These grid-tied reefer plugs will provide cost certainty to shippers by avoiding the need to purchase diesel—a volatile commodity—and enabling safer long-term dwelling as necessitated by the cargo. As discussed above, these reefer plugs will reliably safeguard refrigerated products from spoliation by reducing the thermal solar heating of the stacked containers by up to 12.6° F.

***Hybrid RTG Deployments.*** The speed and efficiency of transitioning to RTG stacks will support greater reliability of goods movement throughout the Port and the surrounding goods movement network by reducing truck dwell times waiting for target containers to become available for delivery or pickup. By reducing times to reach even the deepest container in the stacks by up to 85% will reduce dwell times for trucks and containers, speeding time to market and providing greater reliability to shippers and receivers of cargoes flowing through the JCT. Time savings for the logistics system utilizing JCT and JAXPORT are included in the BCA (Appendix A).

***Low- and Zero-Emission CHE.*** For safety of cargoes, the proposed low- and ZE CHE will operate at nearly identical speeds to existing equipment, yet reliability will be enhanced by reducing equipment downtime due to the greater reliability of the proposed advanced technology CHE and the reduction in moving parts susceptible to failure on the CHE.

***Charging Infrastructure.*** Deploying high-powered EVSE will support greater operational reliability and uptime of the proposed ZE CHE by enabling faster charging cycles. Moreover, the EVSE ultimately selected under the competitive bidding process will be required to include a stellar maintenance and service agreement that includes covenants around station uptime and service response times should errors be encountered and repairs needed. Deploying industry-leading EVSE backed by strong warranty and service agreements will support increased reliability of operations at the two terminals and thereby supporter a reliable goods movement network through JAXPORT and the surrounding goods movement network.

***Port & Maritime Electrification Plan.*** The PMEP will enhance the reliability of moving goods through JAXPORT and the region, support the ZE CHE deployments in JAXPORT EXPRESS

and the region, and support future ZE deployments on at JAXPORT as well as in the maritime operations along the St. Johns River. The primary reliability enhancements from ZE CHE 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. The PMEP will evaluate trends and technologies supporting a reliable, decarbonized freight system and recommend multiple pathways for deploying advanced energy and ZE technologies to further buttress the reliability of goods movement.

#### IV.a.4 Operational Improvements and Improving Port Resilience

The Port is currently in the process of completing a competitive bidding process to hire a consultant (Appendix F) to support the development of a port-wide sustainability plan that will include establishing a baseline emissions inventory for all port operations and identify mechanisms to enhance port resilience. Currently, JAXPORT measures resilience as a means of cargo throughput and reliability in the face of severe weather (hurricanes, flooding, etc.) and manmade causes such as increased congestion, irregular vessel calls, and grid outages. The JAXPORT EXPRESS Project will enhance the resilience of TMT and JCT by deploying reliable technologies that are largely immune to the price volatility of diesel fuel, capable of acting as bidirectional energy sources in the future, and reducing lifecycle energy demands for port operations. In doing so, the Project supports resilient, diverse, and secure supply chains to ensure economic prosperity and national security by reducing the costs of port operations and increasing demand for goods manufactured in the U.S. Additionally, by deploying these technologies at TMT and JCT, the proposed CHE will deliver these benefits to cargoes destined for or inbound from Puerto Rico, further alleviating the high costs of goods and commodities on the island.

As a Port of Strategic Military Significance, resilience at the Port is critical to national defense and the nation’s ability to support allies and partners around the world in times of conflict, war, and natural disaster recovery. When a hurricane or similar natural disaster strikes Puerto Rico or neighboring states and nearby island nation partners, JAXPORT is relied upon as a first responder to enable critical cargoes and humanitarian aid to be rapidly delivered to communities in need. Through the PMEP, the Project Team will evaluate how ports can increase resilience in a decarbonized future while being able to support the nation’s armed forces and better anticipate, prepare for, withstand, respond to, and recover from natural or human-made disruptions. The Project will directly support resilience from all manner of disruptions by coordinating closely with the Coast Guard, Federal Emergency Management Agency (FEMA), and JEA to ensure grid resilience and explore opportunities to harden the infrastructure to and within the Port. The proposed CHE deployments will further support resilience throughout the region by increasing throughput and reducing the time to get critical goods to their intended destinations.

As described earlier, JAXPORT and its partners are investing heavily in the modernization of the marine terminals throughout the port. These investments are already targeting improvements that enhance the physical infrastructure to avoid and adapt to the future impacts of sea level rise, ongoing threats of hurricanes and other severe weather events, and improve resilience in the face of manmade disasters. JAXPORT has been able to grow its market share in the past few years by acting as a “pressure release valve,” able, for example, to accept cargoes diverted from other ports experiencing unprecedented vessel congestion and cargo backlogs during the height of the COVID-19 pandemic. With this Project, JAXPORT will increase throughput capacity that will improve its ability to accept additional cargoes, including those diverted from other ports and

natural volume growth, to maintain a reliable, safe, and efficient nationwide goods movement network. 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. Lastly, 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.

With the PMEP, the JAXPORT EXPRESS Project will evaluate new and forthcoming ITS technologies that could be deployed to facilitate cybersecurity, emergency response and recovery, data and information exchange across the goods movement chain to potentially improve the resilience of port operations. The deployment of ZE CHE is expected to provide greater real-time data due to their inclusion of enhanced telematics and communications systems. Real-time data transfer will improve freight-related resilience and the ability to operationally plan and coordinate across the goods movement supply chain by enabling greater insight into potential challenges with container throughput, identify issues with CHE and supporting equipment earlier to allow for proactive maintenance, and enable BCOs and freight forwarders to better track their cargoes and request diversions in a timely manner to avoid forecasted disturbances. These enhancements to the reliability and security of goods movement are further described in the BCA Report (Appendix B).

While the Project does not include specific components intentionally targeting improvements to Freight Data Exchange—aside from increased communications among CHE—the PMEP will seek to identify and will encourage the development of mutually beneficial data products to be openly shared with a wide range of supply chain stakeholders while protecting participants' confidentiality. Specifically, the PMEP itself will be shared broadly with stakeholders to support decarbonization strategies throughout the goods movement supply chain both domestically and with JAXPORT's key trade partners.

The JAXPORT EXPRESS Project will positively impact, or correct systemic issues, including making improvements to security and expanding diversity in ways that, without the proposed Project investments, would not be possible. For instance, the proposed workforce development initiatives—coordinating with higher education institutions in Northeast Florida for scholarships and curriculum development enabling a decarbonized freight system—would not be possible absent the real-world deployment of the proposed ZE CHE upon which SSA and Crowley will be gaining operational knowledge. Lessons learned from the Project will support workforce development initiatives and curricula that target underrepresented populations including those living near the Port in Historically Disadvantaged Communities and Areas of Persistent Poverty.

#### IV.a.5 Environmental and Emissions Mitigation Measures

The primary objective of the JAXPORT EXPRESS Project is to deploy infrastructure and CHE that reduce lifecycle emissions to support Crowley and SSA's missions to reduce Scope 1 emissions, thereby enabling Americans and American businesses to reduce their Scope 2 and Scope 3 emissions by right of their reliance upon global maritime trade for their everyday lives. As discussed above and in the BCA Report (Appendix B), the proposed hybrid RTGs and RTG stacks will reduce diesel consumption and associated emissions by more than 90%; the proposed low- and ZE CHE will reduce emissions by 60-100% over existing Tier 2 diesel equipment used at TMT and JCT; the reefer stacks will reduce refrigerated cargo energy demands by as much as



17%; and the PMEP will further support replication and expansion of these efforts both locally and around the world. As described in the BCA (Appendix A), the JAXPORT EXPRESS Project is expected to reduce diesel consumption by more than 12,300,000 gallons over a 20-year period, GHG emissions by more than 254,000 MT CO<sub>2</sub>e, and criteria pollutants by 1,339 tons NO<sub>x</sub> and 6.46 short tons PM<sub>2.5</sub>. Importantly, these emission reductions will substantially increase over time as JEA achieves its goal of reducing the carbon intensity (CI) of its electricity supply by 30% over 2007 levels by 2030, thereby reducing the CI of the fuels used to power ZE CHE and grid-tied infrastructure throughout the Port. Notably, these benefits will primarily accrue to the immediate benefit of communities nearest to the port that suffer from higher health risks including increased rates of asthma and other health problems directly associated to exposure to diesel emissions. Notably, many of these nearby port communities are Areas of Persistent Poverty, low-income communities, and those recently designated as Historically Disadvantaged Communities.

#### **IV.b Net Benefits / Supporting Economic Vitality at the Regional or National Level**

##### IV.b.1 Background

JAXPORT EXPRESS will achieve substantial improvements to safety, reliability, and efficiency of goods movement while reducing emissions and diesel consumption and planning for a sustainable and equitable future of deep decarbonization of the Port and supporting maritime operations. The Project enhances economic vitality at the regional and national level by addressing a diverse range of

multimodal and intermodal needs and challenges while enhancing port sustainability, planning for a ZE future, and strengthening linkages between the Port, its tenants, and the communities served by these operations. Transitioning a portion of JCT to operate with hybrid RTG stacks will displace up to 18 top handlers (3 per RTG) and their resultant emissions. Constructing reefer stacks will reduce the risk of agricultural and food cargoes spoiling and enable JAXPORT to operate as a reliable and sustainable hub supporting natural disaster recovery. See the BCA Report (Appendix B) and Sections I.b and IV for addition detail on Project components and their benefits.

##### IV.b.2 BCA Results

The Applicant has completed a BCA that compares a Base Case, business as usual scenario to the proposed Project. Briefly, the Base Case assumes that the Project Team will continue to rely on diesel-fueled equipment including top picks (no transition to RTG cranes), fossil fuel-powered forklifts, yard trucks, and diesel-powered reefers. Specifically, the Base Case scenario will continue to operate 22 existing top picks, with replacement of existing/ageing equipment starting in 2026. A minimum of two additional top picks will be added by 2030 (conservatively modeled as two in 2030) to support growth in throughput. Comparing the Project to this Base

*Table 5. Net Present Value and Benefit Cost Analysis Calculations Summary*

<b>Cost or Benefit Category</b>	<b>Total Value (7% Discount)</b>
Operations and Maintenance Savings	\$89,250,865
Emissions Benefits	\$26,232,662
Safety Improvements	\$50,784,046
BCA Total Benefit	\$142,816,448
Total Net Additional Capital Costs <sup>6</sup>	\$23,451,124
<b>NET PRESENT VALUE</b>	<b>\$99,706,370</b>
<b>BENEFIT COST RATIO</b>	<b>3.313</b>

<sup>6</sup> Capital costs shown do not consider grant administration, workforce development, or technology/knowledge transfer costs, which are included as operations costs rather than capital, for the purposes of the BCA. Note all costs and benefits are discounted at 7% annually; therefore, capital costs shown here will not match project costs. Refer to the attached BCA documentation for detail.

Case, the Project will result in monetarily significant benefits associated with changes in labor costs, diesel purchase costs, GHG and pollutant emissions, safety benefits, and improved throughput/improved yard operational efficiency. In total, the Project will result in a strongly positive **Benefit Cost Ratio of 3.313**, along with a net present value of \$99.7 million. Refer to the BCA and BCA Report for additional detail (included as Appendices A and B, respectively).

#### IV.b.3 Project Outcomes

By replacing antiquated, polluting, and inefficient equipment with new, higher efficiency, low and zero emission equipment, the Project will help JAXPORT to initiate a new path toward clean, low-emissions operation over the coming decades. The proposed Port and Maritime Electrification Plan will further advance these elements, while supporting continued growth and development by the Port. The Project Team will support economic vitality through partnerships with regional organizations, local educational institutions, vocational schools, and/or universities to facilitate career development and business growth supporting a ZE-ready workforce. The Project is expected to attract additional cargoes on behalf of BCOs and consumers aiming to reduce their Scope 2 and 3 emissions. The Project strongly supports domestic industry by improving throughput capacity at the Port, including increasing capacity on site, increasing availability and reliability of reefer storage, improving safety, increasing demand for advanced low- and ZE-technologies manufactured in the U.S., supporting a Jones Act carrier to further invest in sustainable technologies, and by serving as a regional model for other ports and cargo handling operations seeking to decarbonize, reduce emissions, and improve operational metrics.

Regarding port resilience, the Project will advance the replacement of ageing, polluting Tier 1-3 diesel equipment that is currently in use, thereby reducing maintenance downtime and costs, improving equipment reliability, and eliminating these potential points of failure. By electrifying 160 reefers, the Project will transition reefer operation to rely on the grid, while allowing for backup operation using existing generator equipment in the event of a grid power outage. As a key element of the Project, JAXPORT will develop a proposed Port and Maritime Electrification Plan. The Port is currently hiring a consultant group to establish baseline emissions inventories, identify quantifiable emissions reduction targets and mid- and long-term planning commitments to reduce GHG emissions, and improve other key climate related metrics. JAXPORT EXPRESS will substantially improve the Port's competitive position, through 1) reduced operations costs, 2) improved throughput, 3) more efficient on-dock operation facilitated by the proposed transition from top-pick based operations to the use of RTG cranes, and 4) long-term climate planning under the proposed PMEP, which will accelerate the deployment of advanced low- and ZE-technologies across the Port. Regarding a values-based approach, the Project will greatly advance environmentally-oriented operational and planning elements that will provide significant emissions reduction and environmental and public health benefits for decades to come. The Project will also provide scholarships to develop the future port and maritime workforce and create good-paying jobs with full benefits and the free and fair choice to join a union (such as the International Longshoremen's Association or Teamsters). The Project will increase on site cargo handling capacity, which will in turn increase Port access for businesses that are not currently served by the Port, particularly for those shipping to/from Puerto Rico. Stevedoring services at JCT and TMT operate with unionized workers and the vast majority of jobs anticipated under the Project will be staffed with union workers. With respect to effects on low-income communities, the Project will result in a net reduction in greenhouse gas and criteria

air pollutant emissions, as discussed above, which will provide a net benefit to the low income and underserved Historically Disadvantaged Communities that surround the Port.

#### **IV.c Addressing Climate Change and Environmental Justice Impacts**

JAXPORT EXPRESS and ongoing investments by the Project partners proactively consider climate change and align with the President’s greenhouse gas reduction goals, promote energy efficiency, and increase the climate resilience of port infrastructure. As a Project specifically targeting emissions reductions and reducing the environmental and public health impacts of port cargo handling operations, the Project has incorporated climate change and environmental justice in planning, policy, and design components. This will be further enhanced through the broad stakeholder engagement process proposed for the PMEP to ensure that equity considerations remain at the forefront of future ZE deployments. JAXPORT EXPRESS builds upon years of ongoing infrastructure and capital investments throughout the port that have relied upon public comment and feedback to enhance Project development and delivery to ensure benefits are spread throughout the communities upon which JAXPORT relies for its workforce and which rely upon JAXPORT for goods and services utilized every day within these communities. Prior and ongoing investments have seen both TMT and JCT hardened against future climate impacts including sea level rise, flooding, and severe hurricanes—in alignment with the Federal Flood Risk Management Standard—while also supporting truck routing and cargo diversion to modes that reduce truck traffic in overburdened communities.

While JAXPORT EXPRESS is not currently included within a Climate Action Plan, JAXPORT is actively selecting a consultant to develop a comprehensive sustainability initiative for the entire port. This effort will lead to the development of a Port Climate Action Plan of which the JAXPORT EXPRESS Project will become one of the first flagship initiatives in furtherance of JAXPORT’s nascent commitments to sustainability. Similarly, the Project Team 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 U.S. EPA Environmental Justice Screening and Mapping Tool (EJSCREEN) as suffering elevated levels of air pollution, water contamination, and traffic burdens.

#### **IV.d Advancing Equity and Opportunity for All**

As discussed above in Section IV.b, the Project will advance equity and promote workforce opportunities for all by creating multiple good-paying jobs that offer the free and fair choice to join a union to the greatest extent possible. Indeed, 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 Longshoremen’s Association. JAXPORT EXPRESS 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. JAXPORT, SSA, and Crowley 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 to and opportunities for greater representation, and collaborating with non-profit organizations committed to equity and sustainability. The Project Team will enhance these efforts through the development of 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.

JAXPORT, SSA, and Crowley are all committed Equal Opportunity Employers who have enacted strong labor standards, practices, and policies to protect and benefit direct employees, contractors, and subcontractors. Through the JAXPORT EXPRESS Project, the Project Team will evaluate mechanisms to further strengthen these efforts, including through preferential hiring practices, the payment of above-market wages, and providing all workers the opportunity to organize and join unions without interference. All partners on JAXPORT EXPRESS are committed to developing Project labor agreements that comply with all Federal, state, and local regulations and guidance and will seek to include enhancements that further the equity and benefit to the workforce. The Project Team will encourage subcontractors to maximize opportunities for registered apprenticeships while the Project Partners will expand internship opportunities within their respective organizations to give prospective employees greater exposure to advanced ZE technologies and systems. All Project Partners comply with Federal and state laws regarding distribution and posting of workplace rights notices.

As part of the JAXPORT EXPRESS Project, the 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 ZE 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 ZE transition.

#### **IV.e Leveraging Federal Funding to Attract Non-Federal Infrastructure Investment**

To maximize the impact of the PIDP, the Project Team will leverage the proposed \$23,518,000 in non-federal contributions from both public and private sources to carry out the \$47,036,000 Project, as described in Section III. This represents a \$1.00 : \$1.00 leveraging of federal funds. Through this public-private partnership, costs associated with the Project are being split as shown in Table 3. Requested funds will offset the capital costs of all entities, further strengthen this public-private partnership, and accelerate the accrual of the Project's many benefits.

##### IV.e.1 Maximizing Non-Federal Share of Project Costs

JAXPORT and SSA have dedicated significant labor and capital over the past three years to developing the JICTM Project, with \$4.1 million expended to date. To date, some landside improvements at JCT—separate from this Project—have been undertaken with partial support from the 2019 BUILD grant and primary support from local public funding and private capital investments. For those components proposed to be federalized in JAXPORT EXPRESS, the federal share of costs for which expenditures will be made under the PIDP grant will not exceed 50%—significantly lower than the maximum allowable percentage of 80. Viewed in its totality, this public-private partnership's request for JCT—encompassing \$15,600,000 of the total \$23,518,000 request—seeks to federalize 3.25% of additional costs related to the JICTM Project (\$480+ million). Similarly, Crowley's request for \$7,342,500 in PIDP funds will federalize only 1.33% of its ongoing investments of more than \$550 million. Further, our team understands that

adhering to the proposed cost share is a condition of receiving funding. Cost share funds are not affected by Project or external conditions.

#### IV.e.2 Description of Evaluations for Private Funding

The vast majority of the match share for this Project (97.56%) comprises private funding in furtherance of this public-private partnership. SSA and Crowley are committed to covering any unforeseen cost overruns for their respective deployments. The PMEP will include further evaluations for private funding, including new innovative financing models such as Equipment as a Service, Charging as a Service models, and financing against environmental attributes.

#### IV.e.3 Potential Fiscal Constraints

There are no known or anticipated fiscal constraints that could impact the applicant's ability to increase the amount of non-Federal funds dedicated to the JAXPORT EXPRESS Project. Absent federal investment, the Project Team will need to delay implementing these ZE CHE deployments until these technologies came closer to price parity with conventional diesel CHE, postpone the PMEP by multiple years, and would be forced to reduce the scale of the proposed reefer plugs. The Project Team may pursue additional federal funding opportunities to support further enhancements at JAXPORT and support deeper decarbonization of the terminals and the entirety of the goods movement system in the region.

#### IV.e.4 Previous and Future Non-Federal Investment

The activities and deployments proposed under JAXPORT EXPRESS have not received any Federal investment to date. Section I, above, describes previous and ongoing non-Federal investments being made by the Project Team to improve facilities and the safety, reliability, and efficiency of the movement of goods throughout JAXPORT, the St. Johns River, and the region.

## **V. Project Readiness**

### **V.a Technical Capacity**

#### V.a.1 Experience and Understanding of Federal Requirements

The Project Team has the personnel, knowledge, skills, and expertise necessary to implement the JAXPORT EXPRESS Project on schedule and within budget to ensure the Project's benefits are rapidly realized. The Project Team has the requisite experience and understanding of federal requirements, from contracting to constructing, to ensure the Project can be delivered on time and within budget. Specifically, the Project Team as well as the USACE have already conducted extensive environmental reviews that will reduce the likelihood of any challenges to the Project under the National Environmental Policy Act (NEPA), Endangered Species Act, or Clean Water Act. The Project Team has extensive experience procuring services and goods in compliance with the Federal Acquisition Regulation and is committed to maintaining an open, competitive bidding and procurement process for all components proposed within this application. Indeed, the Project Team will soon begin issuing FAR-compliant bidding packages to enable this Project to begin moving forward shortly after entering into contract with the Maritime Administration. Lastly, the Project Team is committed to complying with the Build America, Buy America Act to the maximum extent possible and recognizes that obtaining a waiver for any Project components would be extremely challenging and detrimental to the goals of this funding opportunity, particularly as the Project seeks to support American businesses and industry during recovery from the recent tumult caused by the novel coronavirus COVID-19.

Cost data and pricing for Project components are reflective of January 2022 data or more recent data. All costs for this Project were compiled directly by the Project Team. Estimates are based upon historical expertise, sourced quotes from trusted vendors, and actual costs from similar Projects implemented at other seaports. JAXPORT, SSA, and Crowley team will continue to monitor costs related to equipment and supplies for the entirety of the procurement cycle.

#### V.a.2 Experience Working with Federal Agencies

The Project Team has vast experience working with a range of Federal Agencies, including the Department of Transportation, Maritime Administration, U.S. Coast Guard, USACE, Environmental Protection Agency, and FEMA. Partnerships with these and other Federal agencies have provided direct funding of critical infrastructure Projects, deployment of sustainable technologies, knowledge sharing and development of best practices, regional readiness planning for disasters, early compliance with forthcoming rules and regulations, and preparing for future economic and community growth.

#### V.a.3 Experience with PIDP, BUILD, and INFRA Awards

JAXPORT has previously successfully implemented one TIGER-funded Project that commenced in 2011 and the Port is currently coordinating with SSA on the 2019 BUILD-funded JICTM Project which is ahead of schedule on within budget. JAXPORT's staff have substantial experience implementing complex large-scale infrastructure Projects which will support the successful implementation of JAXPORT EXPRESS and its primary objectives of deploying low- and ZE CHE and sustainable port infrastructure.

#### V.a.4 Experience with Other Similar Large-Scale Infrastructure Projects

As described above at Section I, JAXPORT, SSA, and Crowley have substantial experience with other similar large-scale infrastructure projects. By 2024, the Project Team will have completed more than \$1 billion in large-scale infrastructure and equipment projects at JAXPORT within the previous ten years. The Project Team understands the importance of complying with all applicable Federal rules, regulations, and guidelines to ensure timely and reliable delivery of Project activities and benefits. MARAD can be assured that this Project Team is highly qualified and well-versed in requirements pertaining to project delivery once Federalized.

#### V.a.5 Resources Dedicated to the Project

The Project Team is committing the full strength of their organizations toward successfully implementing this Project to ensure the timely delivery of the benefits of expansive, resilient, safe, sustainable, and reliable critical goods movement hubs at JCT and TMT. The Project Team comprises decades of developing and operating successful logistics supply chains and critical goods movement infrastructure. As such, the partners guarantee the availability of expert personnel committed to the timely delivery of the Project.

#### V.a.6 Alignment with State, Regional, and Local Planning Efforts

While the JAXPORT EXPRESS Project is not yet included within any ongoing planning efforts at the regional or State levels, the Project Team will work quickly to have the Project incorporated into Florida's State Freight Plan and Transportation Improvement Plan and will work to see similar sustainability-focused initiatives being incorporated into these planning initiatives with greater frequency. Importantly, JAXPORT EXPRESS has the support of the North Florida Transportation Planning Organization. The PMEP will include strategies for

further incorporating sustainability-focused initiatives within local, regional, and State level planning efforts and strengthening alignment with climate initiatives within planning efforts.

V.a.7 Project Schedule

The Project schedule is feasible and designed so that design, procurement, and construction can begin quickly upon obligation of PIDP funds, and that the grant funds will be spent expeditiously once the JAXPORT EXPRESS Project starts. The schedule for Project activities is included in the Detailed Statement of Work at Section I.e.

V.a.8 Major Project Milestones

Table 6 summarizes key milestones and deliverables of JAXPORT EXPRESS in addition to the Project schedule discussed at Section I.e.

*Table 6. JAXPORT EXPRESS Milestones & Deliverables*

Task	Milestone	Deliverable	Due Date
1	Overall Project Management and Planning		
	1.1	MARAD Notification of Awardees	Q4 2022
	1.2	Verified SEPA and NEPA Documentation	Q1 2023
	1.3	Executed Grant Agreement Returned to MARAD	Q3 2023
	1.4	Executed Subcontracts, As Applicable	30 Days After Milestone 1.3
	1.5	Attend Kickoff Meeting	30 Days After Milestone 1.3
	1.6	Internal Project Schedule	Q1 2023
		Updates to Project Schedule	As Necessary
	1.7	Quarterly Progress Reports	15 Business Days after Quarter End
	1.8	Draft Final Report	Q2 2026
		Final Report	Q4 2026
2	Upsizing to 160 Electric Reefer Plug Capacity		
	2.1	Permitting & Environmental Approvals Report	Q4 2023
	2.2	Procurement and Commissioning Report	Q3 2024
3	Deployment of Hybrid-Electric RTGs		
	3.1	Procurement and Commissioning Report	Q2 2025
4 & 8	Deployment of Tier 4 Diesel Top Picks		
	4.1, 8.1	Procurement and Commissioning Report	Q2 2024 (SSA), Q3 2024 (Crowley)
5 & 6	Deployment of ZE High-Capacity Forklifts		
	5.1, 6.1	Procurement and Commissioning Report	Q4 2024 (SSA), Q3 2025 (Crowley)
7	Deployment of ZE Yard Tractors		
	7.1	Procurement and Commissioning Report	Q3 2025
9 & 10	Deployment of DC Fast Charging Stations & Make-Ready Stub-Outs		
	9.1, 10.1	Permitting & Environmental Approvals Report	Q2 2023 (SSA), Q2 2024 (Crowley)
	9.2, 10.2	Procurement and Commissioning Report	Q4 2024 (SSA), Q1 2025 (Crowley)
11	Development of Port and Maritime Electrification Plan		
	11.1	Establish Technical Advisory Committee	Q3 2024
	11.2	Public Involvement Plan	Q4 2024
	11.3	Initial Port and Maritime Electrification Plan	Q2 2024
	11.4	Equity Development and Inclusion Plan	Q3 2026
	11.5	Final Port and Maritime Electrification Plan	Q3 2026
12	Workforce Development and Training		
	12.1	ZEV Workforce Curriculum Plan	Q4 2023
	12.2	Sustainable Logistics Scholarship Report	Annually in Q4 through 2025
13	Technology and Knowledge Transfer		
	13.1	Technology and Knowledge Transfer Plan	Q4 2023
	13.2	Project Website and Outreach Materials	Ongoing
	13.3	Technology and Knowledge Transfer Report	Q3 2026

## **V.b Environmental Approvals and Environmental Risk**

### **V.b.1 National Environmental Policy Act**

The Project Team has reviewed guidance documents regarding the NEPA process and, based on this and prior experience, believes the Project will merit a Categorical Exclusion or similar approval that enables expeditious contracting and Project implementation. Port staff, which is versed in the permitting processes, will seek outside consultancy guidance as needed to ensure full adherence to previously conducted NEPA review. The costs for outside consultants for NEPA guidance are not included in the budget for this Project. No NEPA review is currently underway. JAXPORT will be responsible for the completion of MARAD's NEPA documentation, in collaboration with MARAD's NEPA Coordinator in the Office of Environmental Compliance, prior to execution of the grant agreement. The Project Team has not yet engaged the MARAD NEPA Coordinator but will do so prior to the award announcement. The Project Team has reviewed guidance documents regarding the NEPA process and, based on this and prior experience, believes the Project will merit a Categorical Exclusion or similar approval that enables expeditious contracting and project implementation.

### **V.b.2 Environmental Permits and Reviews**

As the lead agency having jurisdiction (AHJ) for permitting the proposed infrastructure, JAXPORT has initiated a review of the proposed deployments and believes they will receive discretionary building permits. As there is no anticipated adverse environmental impact, JAXPORT expects to make a determination that the proposed components are exempt from further environmental reviews at the local level. No USACE approvals or permits are required for the JAXPORT EXPRESS Project and only a Fire Marshal inspection will be required to certify the proper installation of the proposed electrical infrastructure. The Project is not expected to trigger any reviews under the Endangered Species Act. As discussed above, the Project Team has conducted limited outreach to public stakeholders but will conduct substantial outreach to local communities and regional and industry stakeholders through the PMEP process. No right-of-way acquisition is required to successfully complete the Project and the Project does not rely upon nor is it affected by investments or planned activities of the USACE.

### **V.b.3 State and Local Approvals**

As described in the previous section, JAXPORT will act as the lead permitting agency and expects to issue these permits on a discretionary basis within 60 days of receipt of complete permit application packages. The JAXPORT EXPRESS Project will take place wholly on existing developed marine terminals and will not negatively impact protected wetlands, species, habitat, or cultural or historic resources. This Project has broad public support by right of its alignment with efforts to avoid the worst impacts of climate change. As the first large-scale demonstration of ZE technologies in Florida, this Project will initiate a paradigm shift in the Southeast in which organizations begin to seriously account for and address the critical environmental impacts of their ongoing industrial operations. The only other agency required to be engaged to authorize commissioning of the deployed infrastructure will be the local Fire Marshal who will inspect the proposed electrical infrastructure to verify its safe installation.

## **V.c Risk Mitigation**

### **V.c.1 Assessment of Project Risks and Mitigation Strategies**

In addition to in-depth planning efforts, the Project Team is undertaking a range of strategies to mitigate Project risks and manage any issues that may arise. The Project Team will apply the



following risk mitigation strategies:

- ***Project Change Management.*** In the extremely unlikely event of a major Project change the Applicant will alert MARAD at its earliest notice. The Project Team will recommend a preferred solution, having investigated all feasible options to find the lowest-cost approach with the least impact to the schedule. The Project Team will consult MARAD, update the Statement of Work, and complete required administrative actions.
- ***Quality Assurance and Quality Control (QA/QC).*** The Project Team will deploy its own internal standard QA/QC processes, including but not limited to 1) adherence to specifications and design; 2) regular (at least monthly) inspections by project managers, including verification for all construction, installation, equipment, and functionality; 3) adherence to standard inspection plans and timeframes; 4) regular inspection of critical checkpoints for quality, safety, and operability; 5) inspections by port staff as warranted; and, 6) project managers will report to the project management team following each QA/QC event to identify and mitigate QA/QC issues or concerns as soon as identified.
- ***Communications among Project Team.*** The Project Team will collaborate on grant administration activities on the proposed Project. The Project Team already maintains communication among Project participants, providing updates and proactive strategy development. The Project Team will coordinate regular contractor meetings and team reviews of appropriate deliverables while using the latest electronic project management sharing programs.

The Project Team has included budget contingencies ranging from 10% to 30% and identified conservative budget estimates that will greatly reduce the likelihood of the Project encountering cost overruns. The Project schedule also has reasonable, built-in buffers that comply with all requirements for permitting, obligation, and expenditure of funds as outlined within the PIDP requirements—within five years of entering into the contract and the encumbrance of funds.

The Project includes PIDP Planning Grant activities under the PMEP. JAXPORT will solicit proposals from qualified and experienced firms to support the development of the PMEP, such as those with a focus on skillsets supporting community and stakeholder engagement, evaluation of renewable energy and microgrid technologies, and ZE multimodal goods movement. These Planning Grant Activities will be implemented and updated to reflect lessons learned from initial deployments proposed for this Project.

#### V.c.2 Risk Management Strategy

The greatest risk to any terminal construction Project is the requirement to shut down operations at select locations of the terminal during site preparation, construction, and commissioning. When phased improperly, marine terminal construction Projects can require sporadic, long-term, isolated shutdowns, particularly where larger projects must span multiple seasonal construction periods. To avoid the potential for components dragging across multiple construction periods, the Project Team is requesting funding from the PIDP that would enable it to complete key elements of the Project early and simultaneously, before on-site operations ramp up. As a result, the Project Team will greatly reduce the need to temporarily reduce operational capacity to support construction activities. Constructing the Project on this accelerated timeframe would not be possible without federal funding due to the economic risk of expanding terminal infrastructure beyond immediate demand and the risk of stranded investments.

**Table 7. JAXPORT EXPRESS Risks and Mitigation Strategies**

<b>Risk</b>	<b>Mitigation Strategies</b>
Environmental Review	Based on prior experience, the Project Team is confident it will be able to satisfy all NEPA requirements in a timely manner. The expedited timeline for the Project is flexible in the event that a larger NEPA review is required, without sacrificing the ability to enter into contract with MARAD within two years of award announcement.
Permitting & Approvals	The Project will require some permits to be issued by the City of Jacksonville. The Project Team will work diligently to secure permits in a timely manner to avoid disrupting Project implementation. As the AHJ, JAXPORT ensures any Project construction activities may only commence upon securing all necessary permits and entitlements, including those required or issued by other AHJs.
Technical Feasibility	All proposed Project components are reliant upon existing technologies and construction methodologies. The Project Team has extensively assessed technical and commercial risks, resulting in this proposal and its mitigation activities. The Project Team is committed to futureproofing and making the Project a success.
Funding & Costs	The Project Team has committed substantial capital outlays in excess of \$1 billion to developing the TMT and JCT and ensuring their successful completion. This funding is fully obligated and is not subject to expiry or divestiture. Further discussion of the available funding, including concrete steps and procedures in the event of an overage, is discussed in Section III.
Capacity to Manage Project Delivery	The entire Project Team has significant experience overseeing large marine terminal development projects and managing large-scale port infrastructure projects. The Project Team will leverage its decades of experience to ensure the Project is delivered on time and within budget.
Supply Chain Disruptions	The Project Team will implement a competitive bidding process with Buy America-compliant vendors/manufacturers targeting early procurement of long-lead items. The Project’s schedule includes sufficient buffer to allow for reasonable delay while still complying with the PIDP encumbrance deadlines. The Project Team will request extended warranties to ensure high levels of maintenance and operability.
Procurement Delays	The Project Team has chosen to exclude Project components that are on a tight schedule from this request to avoid any risks associated with procurement delays. The components for which funding is requested will be delivered within three years of obligation.
Buy America Compliance	The Project Team is committed to supporting the growth of America’s domestic manufacturing and technological competitiveness. With this Project, the Project Team is committing to procuring Buy America-compliant equipment and components. In the unlikely event that a proposed component is found to be unavailable from an American manufacturer, JAXPORT will coordinate with MARAD to determine whether a waiver would be appropriate or if the component should be descope from the grant.

To mitigate ongoing risks, monthly Project reviews will include progress analysis, summary of costs incurred, tracking of expenditures against budget, stakeholder analysis, and monthly failure mode and effects analysis (FMEA) for all the risks on the Project. In the FMEA, the Project Team will identify and score for likelihood and severity potential risks to all applicable Project elements (engineering / design, procurement, construction, operation). The Project Team will regularly assess risk severity and mitigation strategies, developing a risk mitigation plans when determined appropriate. The Project Team has mitigated anticipated risks to base infrastructure and permitting requirements by managing them separately from the JAXPORT EXPRESS Project. Importantly, funding for all aspects of JAXPORT EXPRESS is fully secured.

## **VI. Domestic Preference**

All proposed iron, steel, manufactured products, and construction materials to be used in the Project will be produced in the United States. The Project Team has worked with vendors to confirm the future availability of and receive quotes or cost estimates for only Buy America-compliant components for all Project activities. The Project Team will exercise all efforts to maximize purchases of components manufactured in the U.S. In the unforeseen event that a

component is not available domestically, JAXPORT will coordinate with MARAD to determine if the Project should seek waivers for those components or descope them from the Project.

## **VII. Determinations**

As described above in Section IV, JAXPORT EXPRESS improves the safety, efficiency, and reliability of the movement of goods through a port or intermodal connection to the port while also reducing emissions impacting human health and the environment. JAXPORT is an eligible applicant having the authority to carry out the Project as a local Port Authority and governmental division of the City of Jacksonville. As shown above at Section III, the Project Team has sufficient funding available to meet and exceed the matching requirements, proposing 50% of total proposed costs, exceeding the minimum 20% non-Federal cost share requirement. The Project is backed by industry-leading experts, a reasonable Project schedule, and sufficient capital to ensure the Project will be completed without unreasonable delay. Yet, as described at Sections IV.e.3 and VII.f, the Project would not be economically feasible and, thus, will not be easily and efficiently completed without Federal funding or financial assistance.

### **VII.a Improving Safety, Efficiency, and Reliability**

As discussed in depth at Section IV, JAXPORT EXPRESS will improve the safety, efficiency, and reliability of the movements of goods through the port, port terminals, and to intermodal connections throughout North Florida. The Project will reduce truck and vessel dwell times through more efficient container operations (RTG stacks), reduce emissions per unit of cargo moved (low- and ZE CHE), reducing cargo spoliation (160 reefer plugs in stacks), and support further decarbonization of JAXPORT and its supporting maritime industries (PMEP). JAXPORT EXPRESS will be a flagship Project for the East Coast, demonstrating the viability of transitioning to ZE port and logistics operations even in the absence of supporting cap and trade programs that exist on the West Coast. The PMEP will support further expansion of these efforts and benefits.

### **VII.b Project Cost-Effectiveness**

The JAXPORT EXPRESS Project is extremely cost-effective as a Project deploying advanced technologies, ZE CHE, and sustainable terminal infrastructure and cargo operations. The BCA reveals that the Project will generate substantial quantitative benefits to the Port, stakeholders, and nearby communities equating to \$3.313 of benefit for every Federal dollar invested.

### **VII.c Authority to Carry Out the Project**

As discussed above, JAXPORT is an eligible lead applicant as a government agency responsible for overseeing all coastal seaport and maritime operations along the St. Johns River. JAXPORT is the lead AHJ for the Project and will maintain its authority over all aspects of the Project to ensure compliance with all Federal, State, and local laws, codes, rules, regulations, and policies.

### **VII.d Availability of Match Share Funds**

As describe in Section III.c the Project Team is well-capitalized and has committed all funds to implementing this Project subject to an award by MARAD. The funding is stable, dependable, and dedicated to the Project as described in the Project Team's MOA dated May 6, 2022, and the Letters of Commitment submitted with this proposal (Appendix C). All funds will be made available immediately upon the successful award of PIDP funds and prior to obligation of funds.

#### **VII.e Completion without Unreasonable Delay**

Upon being awarded PIDP funds, the Project Team expects to submit a Waiver to allow the Project to move forward expeditiously while the Project Team coordinates with MARAD to execute all contractual agreements. Thus, the Project Team hopes to be able to commence the Project in October 2022 but has identified January 2023 as the target date for completing all contracting activities and initiating the Project should a Waiver not be issued by MARAD. Please see Sections III and V.a.8 for additional detail regarding the budget and Project schedule.

#### **VII.f Completion without Federal Funding or Financial Assistance**

The Project scope would be significantly—and negatively—modified if PIDP funds are not awarded. Deployments of ZE CHE will be largely delayed until they come into price parity with conventional diesel CHE and the deployments of new hybrid RTGs and stacked reefer plugs would be scaled down or canceled entirely. The Project Team will determine which proposed activities will be modified or removed due to funding constraints. By modifying the Project, quantitative analysis of operational efficiency, emission mitigation, and resiliency will be compromised. Reducing funding will impact the scope and scale of work while also delaying additional JAXPORT, Crowley, and SSA capital investments in future sustainable and ZE technologies that will buttress port resilience, decarbonize maritime trade, and reduce the substantial public health and environmental impacts generated by port cargo handling operations.

### **VIII. Additional Considerations**

#### **VIII.a Historically Disadvantaged Community and Community Development Zones**

As described above, the portions of the Project will occur within Duval County's Census Tract 3 which is designated as both a Historically Disadvantaged Community, an Area of Persistent Poverty, and an Empowerment Zone. As a Historically Disadvantaged Community, the communities surrounding the Project are heavily burdened according to the U.S. EPA's EJSCREEN, including the TMT scoring above the 70<sup>th</sup> percentile for all Environmental Justice Indexes and Socioeconomic Indicators (except for Linguistic Isolation and Over Age 64).

#### **VIII.b R.O.U.T.E.S.**

JAXPORT EXPRESS is located in an urban area and directly serves some of the most rural communities in the nation that fall under the purview of the ROUTES initiative, including Puerto Rico, the Midwest, and the deep Southeast. Thus, many aspects of the Project align with the priorities of ROUTES including Engage Rural Communities, Harmonize DOT Programs (a reminder that quantitative data analysis will be shared with other similar ports), and Utilize a Whole-of-Government Approach—a pillar of this public-private partnership. Additionally, the proposed Project will support cargo diversions to reduce the number of trucks traveling on local roadways, decreasing traffic congestion and the risk of crash-related injury or death.

#### **VIII.c Harbor Maintenance Trust Fund**

The increased capacity and efficiency expected from the full implementation of the JAXPORT EXPRESS vision will increase the shipping and movement of cargo through JAXPORT. As The HMT is charged against the value of imports and domestic cargo arriving at U.S. ports that have federally-maintained harbors and channels, increased cargo movement will result in increased revenue created for HMT.

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](mailto:Justin.Ryan@jaxport.com)

and

Kelsey Cox  
Senior Director, Engineering & Construction  
Jacksonville Port Authority  
2831 Talleyrand Avenue  
Jacksonville, FL 32206-3417  
(904) 357-3082  
[Kelsey.Cox@jaxport.com](mailto:Kelsey.Cox@jaxport.com)

and

Beth McCague  
Chief Financial Officer/Chief of Staff  
Jacksonville Port Authority  
2831 Talleyrand Avenue  
Jacksonville, FL 32206-3417  
(904) 357-3061  
[Beth.McCague@jaxport.com](mailto:Beth.McCague@jaxport.com)

and

Retta Rogers

Manager, Procurement Services  
Jacksonville Port Authority  
2831 Talleyrand Avenue  
Jacksonville, FL 32206-3417  
(904) 357-3058  
[Retta.Rogers@jaxport.com](mailto: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  
[k.mitchell-carroll@dot.gov](mailto:k.mitchell-carroll@dot.gov)

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](mailto: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.**

<b>Document Description</b>	<b>Date</b>
<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.**

<b>Milestone</b>	<b>Schedule Date</b>
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.**

<b>Milestone</b>	<b>Deadline Date</b>
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**

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

**4. Cost Classification Table.**

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

**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.

<sup>1</sup> 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.**

<b>Funding Act</b>	<b>Amount</b>
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**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
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"> <li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li> <li>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;</li> <li>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;</li> <li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li> <li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li> <li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li> </ol> <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 Longshoremen’s 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

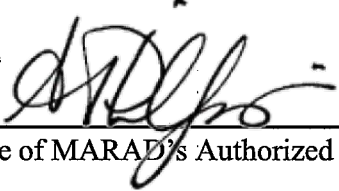
Title



**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).