



**CROWLEY<sup>®</sup>**

**Electrical Infrastructure Equipment for Talleyrand Marine  
Terminal Refrigerated Container Storage System.**

**Invitation to Bid**

**June 5, 2026**

Crowley Liner Services, Inc.  
9487 Regency Square Boulevard  
Jacksonville, FL 32225



**Electrical Infrastructure Equipment for  
Talleyrand Terminal Refrigerated  
Container Storage System.**

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## 1. Introduction

Crowley Liner Services, Inc. ("Crowley" or "Owner") invites qualified manufacturers and suppliers ("Bidders") to submit sealed bids for the furnishing, manufacturing, testing, certification, and delivery of Electrical Infrastructure Equipment as Owner-Furnished Equipment ("OFE") for the Talleyrand Marine Terminal Refrigerated Container Storage System Project (the "Project"), located in Jacksonville, Florida.

The Project includes the construction of a new refrigerated container storage system at the Talleyrand Marine Terminal. Under a separately awarded construction contract, the Reefer Rack construction contractor (the "Contractor") will perform all civil, structural, and installation work associated with the system. The electrical infrastructure equipment procured under this ITB will be purchased by the Owner as OFE and installed by the Contractor.

This electrical equipment is being procured under a separate Invitation to Bid in order to:

- Align with federal procurement requirements associated with grant funding;
- Ensure compliance with the Build America, Buy America (BABA) Act and related domestic content requirements; and
- Provide enhanced control over long-lead electrical manufacturing and delivery schedules critical to overall Project completion.

This procurement is funded in part through the United States Department of Transportation Port Infrastructure Development Program (PIDP), administered by the Maritime Administration (MARAD). All applicable federal requirements, including but not limited to 2 CFR Part 200, Build America, Buy America (BABA), Suspension and Debarment, and other federal compliance provisions, apply to this solicitation and resulting Contract.

The successful Bidder shall furnish all labor, materials, manufacturing, testing, documentation, packaging, delivery, and required on-site technical support necessary to provide the electrical infrastructure equipment in accordance with the Contract Documents.

## 2. Company Overview

Crowley Maritime Corporation is a U.S.-owned marine solutions, transportation, and logistics company providing services in domestic and international markets across liner services, logistics, and marine solutions.

Founded in 1892, Crowley has evolved into a privately held organization owned by the Crowley family and employees. Today, the company operates a diversified fleet and maintains a broad portfolio of land-based assets including terminals, warehouses, and transportation equipment in support of its global operations.

Crowley maintains approximately \$2 billion in annual revenues and a workforce of over 5,000 employees.

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For additional information, refer to: <https://www.crowley.com/company-overview/>

## 3. ITB Guidelines

### 3.1. Acknowledgment of ITB Receipt

Within 48 business hours of your receipt of this ITB please send your acknowledgment, via email, to: [Marvin.batres@crowley.com](mailto:Marvin.batres@crowley.com)

In the event you elect not to proceed with submission of proposal to Crowley, please inform us of your decision via email to [Marvin.batres@crowley.com](mailto:Marvin.batres@crowley.com)

### 3.2. ITB Questions, Inquiries, and Clarifications

All questions or requests for clarification concerning this bid must be submitted via email to both [Marvin.batres@crowley.com](mailto:Marvin.batres@crowley.com) and [lisa.fazenbaker@crowley.com](mailto:lisa.fazenbaker@crowley.com)

To keep to the bid schedule, Crowley requests that all questions regarding the bid be submitted via email by **the date listed in the following Bid Schedule** to both [Marvin.batres@crowley.com](mailto:Marvin.batres@crowley.com) and [lisa.fazenbaker@crowley.com](mailto:lisa.fazenbaker@crowley.com)

To ensure consistent interpretation of the ITB, the written responses to Bidder Questions that materially impact the project will be shared with all Bidders. Information which would identify the inquiring Bidder will be removed. Responses will be shared by **the date listed in the following Bid Schedule**.

Each Bidder has the responsibility to request further explanation if the Bidder does not fully understand or believes it could be interpreted in more than one way. Crowley shall have no obligation to correct, nor bear any responsibility for errors (whether by commission or omission), ambiguity, or inconsistency in this bid package.

If any Bidder is aware of or believes that the bid package contains such an error, it is the Bidders responsibility to promptly notify Crowley in writing and submit to Crowley's Procurement department at: [Marvin.batres@crowley.com](mailto:Marvin.batres@crowley.com) and [lisa.fazenbaker@crowley.com](mailto:lisa.fazenbaker@crowley.com)

By submitting information, the Bidder represents that they have read and clearly understand this ITB and they can provide the required services.

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### 3.3. Contacts and Important Dates

A notice of intent to respond to the ITB is requested to be submitted via email no later than 5:00 p.m. EST on the date listed in the Bid Schedule. Submission of intent to respond will ensure Bidder is added to the contact list for all notices relating to this ITB.

**Bid responses** must be submitted by electronic (email) submission. Electronic submissions must be delivered no later than 5:00pm EST on **the date listed in the following Bid Schedule**. Electronic copies are to be submitted to: [Marvin.batres@crowley.com](mailto:Marvin.batres@crowley.com) and [lisa.fazenbaker@crowley.com](mailto:lisa.fazenbaker@crowley.com).

Responses must be in PDF Format and should include all requirements as outlined in the Bid Documents including the following:

- The name, title, mailing address, email address, and telephone number of the submitter.
- All responses shall be signed by an individual authorized to legally represent the organization.
- All submittals shall include complete responses as outlined in the ITB and Bid Documents.
- Refer to the Instructions to Bidders and Supplementary Instructions to Bidders for additional information.

#### ITB Schedule:

Milestones	Date
Release of ITB	May 29, 2026
Communication of intent to bid to Crowley	June 12, 2026
Bidder Questions Due	June 22, 2026
Crowley answers to all Bidder Questions	June 29, 2026
<b>Bid responses received by Crowley</b>	<b>July 6, 2026</b>

#### Anticipated Project Milestones:

Milestones	Date
Anticipated Award	July 15, 2026
Latest Delivery of all Equipment	April, 2027
Equipment Commissioning & Testing	May, 2027

### 3.4. No Guarantee

Crowley is not committed to any course of action as a result of issuing this ITB or receiving responses from Bidders. The issuance of this ITB does not constitute an offer or commitment to award a contract or to enter into any agreement with any Bidder.

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Crowley reserves the right, in its sole discretion, to accept all or any portion of any response, or to reject any or all responses. Submission of a response does not obligate Crowley to award a contract, even if all requirements of this ITB are met.

All costs incurred by the Bidder in preparing and submitting a response to this ITB, including any costs associated with providing additional information requested by Crowley, shall be the sole responsibility of the Bidder and will not be reimbursed by Crowley.

### 3.5. Conflict of Interest

The Supplier shall disclose any actual or apparent conflict of interest that may exist between the Supplier, any employee or owner, or any party that the Supplier contemplates may provide services or materials to Crowley if the Supplier is selected and any party having an interest in Crowley.

### 3.6. Supplier Responses

Bidders shall submit a complete and organized response to this ITB in accordance with the requirements set forth below.

Detailed requirements for each component of the Bidder's response are provided in the referenced Appendices. The following summarizes the minimum required submission components.

#### Minimum Submission Requirements

Each Bidder's response shall include, at a minimum:

#### Cover Letter:

- Signed by an authorized representative
- Identifies primary point of contact
- Confirms understanding of and intent to comply with the ITB

#### ITB Bid Form (Appendix C):

- Fully completed and executed
- Includes:
  - Itemized equipment pricing
  - Separate lump sum pricing for:
    - Delivery
    - On-Site Energization Support
    - Spare Parts Package
  - Proposed delivery dates for major equipment

#### Bidders Qualifications Statement (Appendix B):

- Completed in full
- Demonstrates relevant experience, manufacturing capability, and compliance with federal requirements

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Technical Compliance:

- Confirmation that proposed equipment complies with Appendix A – ITB Scope of Work (SOW)
- Identification of any deviations, exceptions, or clarifications

Project Schedule:

- Fabrication and delivery schedule in accordance with Appendix A
- Includes key milestones such as submittals, fabrication, FAT, and delivery

Exceptions and Clarifications:

- Clearly identified list of:
  - Exceptions to ITB requirements
  - Assumptions
  - Proposed alternatives

**Exceptions and Contract Documents**

In the event of any conflict between the Bidder’s standard terms and conditions and the Contract Documents, the Contract Documents shall govern. Any exceptions, deviations, or proposed alternative terms by the Bidder must be clearly identified in the Bid for Owner review and acceptance. Failure to identify such exceptions shall constitute acceptance of the Contract Documents as written.

**Mandatory Bid Scope and Partial Bid Structure**

Bidders may submit a Bid for the entire scope of Work or for one or both of the bid packages identified below and in Appendix C. Each Bidder shall clearly identify in its response the bid package or packages for which it is submitting pricing.

**Bid Package A – Main Electrical Distribution Equipment**

Bid Package A shall include the following equipment:

- 480V Reefer Rack Switchboard (3000A)
- 480V Generator Docking Station (2000A)
- Reefer Distribution Panels (RP1–RP5)
- Mini Power Centers (MPC1 and MPC2)
- Reefer Maintenance Panel

**Bid Package B – Reefer Outlet Equipment**

Bid Package B shall include the following equipment:

- 4-Gang Reefer Outlet Assemblies
- 2-Gang Pedestal Assemblies

Notwithstanding any partial bid structure, each Bidder shall submit a complete and organized response to this ITB, including all submission components identified in this Section 3.6, unless otherwise expressly authorized by the Owner in writing. Required submission components include the Cover Letter, ITB Bid Form (Appendix C), Bidders Qualifications Statement (Appendix B), Technical Compliance information, Project Schedule, and any identified Exceptions and Clarifications.

For each bid package included in the Bidder’s response, the Bidder shall provide complete pricing

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for all equipment, services, and other requirements associated with that package, as identified in Appendix C. A Bid that omits required components of a selected package may be deemed non-responsive.

The following items shall be separately priced as mandatory bid items, as applicable to the selected package or packages:

- Delivery
- On-site energization support
- Spare parts package

Delivery and the spare parts package shall be priced for each selected package. On-site energization support shall be priced for Bid Package A and, if applicable, for Bid Package B as identified in Appendix C. Pricing for Delivery shall include transportation, freight, transit insurance, and delivery coordination only, and shall exclude unloading, rigging, and site handling, which shall be performed by others in accordance with Appendix A. Failure to include applicable mandatory bid items may result in the Bid being deemed non-responsive.

Owner reserves the right to award the Contract in whole or in part, to award one package, both packages, or the full scope to one or more Bidders, and to procure certain equipment items or services separately at its sole discretion. Bidders shall provide sufficiently detailed, itemized pricing to support evaluation of partial award scenarios and package combinations.

Submission Requirements:

- Responses shall be submitted electronically in PDF format, unless otherwise directed
- All required forms and appendices shall be included
- Incomplete responses may be deemed non-responsive at the Owner's sole discretion

### 3.7. Selection Criteria

Award will be made on a Lowest Price Technically Acceptable (LPTA) basis. Bids will first be evaluated for technical acceptability and responsiveness to the requirements of this ITB. Among bids determined to be technically acceptable, award will be made to the responsive bidder offering the lowest price, with consideration of the proposed delivery schedule.

Technical acceptability will include compliance with the technical requirements of this ITB, including applicable Build America, Buy America (BABA) requirements.

1. Technical compliance
2. Delivery schedule
3. Price

### 3.8. Award – Primary Contractor Statement and Guarantee

Crowley reserves the following rights concerning the proposals received in response to the ITB:

- To accept or reject a proposal in whole or in part.
- To reject any or all proposals received from this request without explanation.
- In regard to this request Crowley's decision will be final and not subject to review.
- Crowley's standard payment terms are N60. Discounted payment terms will be evaluated in the bid analysis.



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## 4. Appendices

Appendix A – ITB Scope of Work (SOW)

Appendix B – Bidders Qualifications Statement

Appendix C – ITB Bid Form

Appendix D – Minimum Insurance Requirements

Appendix E – Supplier Safety and Ethics

Appendix F – Terms and Conditions

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## Appendix A. ITB Scope of Work (SOW)

The successful Bidder shall furnish all labor, materials, engineering, manufacturing, assembly, testing, documentation, packaging, delivery, and required on-site technical support necessary to provide the Electrical Infrastructure Equipment identified in Attachment A – Equipment Schedule.

The electrical infrastructure system is based on a 480-volt, three-phase distribution system serving the Talleyrand Marine Terminal Refrigerated Container Storage System. All equipment furnished under this ITB shall be designed and rated for 480V operation and shall comply with the Contract Documents, latest applicable editions of the National Electrical Code (NEC), Florida Building Code, and applicable industry standards.

No medium-voltage equipment, standalone transformers, or power monitoring/SCADA systems are included in this procurement.

### Equipment to Be Furnished

The scope of supply includes items identified in the Contract Documents as Owner Furnished Equipment including, but is not limited to:

Single Line ID	Description	Quantity
GDS01	Generator Docking Station (2000 Amp)	1
RSD1	Reefer Container Rack Switchboard (3000 Amp)	1
RP1	Reefer Panel 1	1
RP2	Reefer Panel 2	1
RP3	Reefer Panel 3	1
RP4	Reefer Panel 4	1
RP5	Reefer Panel 5	1
MPC2	Mini-Power Center Rack 1	1
ROA - 4	Reefer Outlet Assemblies (4-gang)	40
RM1	Reefer Maintenance Panel (480V)	1
RM1-1 – RM1-10	Reefer Outlet Assemblies (2-gang pedestal)	10
MPC1	Mini-Power Center Reefer Maintenance	1

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Equipment shall be furnished with associated breakers, bus assemblies, grounding provisions, and integral components necessary for a complete and operable 480V distribution system.

Equipment shall be furnished as complete assemblies ready for installation and energization by the Contractor. Equipment quantities shall be as identified in the Bid Form / Pricing Sheet. The Bidder shall base its pricing and schedule on those quantities.

**System Responsibility**

The Bidder may be an original equipment manufacturer (OEM), authorized distributor, or system integrator. The Bidder shall be responsible for furnishing a complete and fully coordinated electrical distribution system, regardless of whether components are sourced from multiple manufacturers. The Bidder shall ensure compatibility of all supplied equipment and shall be solely responsible for system integration, performance, and compliance with the Contract Documents.

**Codes and Standards**

All equipment shall:

- Comply with the Contract Documents including drawings and specifications.
- Be UL listed or listed by a Nationally Recognized Testing Laboratory (NRTL), where applicable
- Be rated for outdoor marine terminal conditions (minimum NEMA 3R unless otherwise specified); bidders shall provide an alternate adder for NEMA 4X enclosures for applicable equipment
- Meet required short-circuit current ratings indicated in the Contract Documents
- Comply with Build America, Buy America (BABA) requirements
- Be manufactured in accordance with applicable ANSI, IEEE, and UL standards

**Exclusions**

The following are excluded from this procurement:

- Field installation
- Conduit and wiring
- Foundations and structural supports
- Power monitoring systems
- Transformers (except integral, factory-installed units within packaged equipment)
- Medium-voltage equipment

Installation shall be performed by the Contractor under separate contract.

**Submittals**

Within fourteen (14) calendar days of Notice of Award, the successful Bidder shall submit, as applicable:

- Submittals as outlined in the Contract Documents

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- Complete shop drawings
- Equipment data sheets
- One-line diagrams (reference IFC drawings; supplemental or manufacturer-specific diagrams required only if deviations are proposed)
- Breaker coordination data
- Short-circuit rating documentation
- Detailed bill of materials sufficient to support BABA compliance review
- BABA Certificate of Compliance for each equipment scope item.
- Factory Acceptance Testing (FAT) procedures

Fabrication shall not commence until written approval of submittals, including BABA compliance documentation, is issued by the Owner or Engineer of Record.

**Factory Acceptance Testing (FAT)**

All switchboards and major distribution equipment shall undergo FAT prior to shipment. The Owner reserves the right to witness FAT and shall be provided a minimum of fourteen (14) calendar days advance notice.

FAT shall include, at a minimum:

- Visual inspection
- Mechanical operation testing
- Electrical continuity testing
- Verification of breaker operation
- Verification of nameplate ratings
- Verification of short-circuit ratings
- Documentation of results

Certified FAT reports shall be provided prior to shipment.

**Delivery and Offloading**

Equipment shall be delivered FOB Destination, Jacksonville, Florida, with title and risk of loss transferring upon delivery and acceptance.

The Bidder shall be responsible for transportation and transit insurance until delivery.

**Unloading, rigging, and site handling shall be performed by others (Contractor or Owner-directed means).**

Delivery shall be coordinated with the Owner and Contractor. Advance written notice of shipment shall be provided no less than seven (7) calendar days prior to delivery.

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Upon delivery and acceptance, the Contractor shall assume responsibility for receipt, inspection, unloading, storage, protection, inventory control, and installation of the equipment.

The Contractor shall maintain the equipment in a secure and protected condition until final installation and acceptance.

**On-Site Technical Support and Energization**

The successful Bidder shall provide qualified technical personnel onsite during initial energization.

Vendor support shall include:

- Verification of proper installation
- Assistance with breaker settings and adjustments
- Verification of torque requirements
- Participation in functional testing

**On-site support shall be priced as a separate lump sum line item in the Bid Form.**

**Warranty**

Minimum one (1) year from date of system energization. Extended manufacturer warranties shall be included where available or identified as optional.

**Project Schedule and Delivery Requirements**

The Electrical Infrastructure Equipment is critical path to the Project.

The Bidder shall provide a detailed fabrication and delivery schedule. At a minimum, the schedule shall identify:

- Submittal preparation duration
- Estimated submittal date
- Fabrication duration (weeks)
- FAT timing
- Shipment dates
- Delivery dates
- Delivery sequencing

The Owner reserves the right to coordinate construction sequencing based on the Bidder's proposed schedule.



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**Delivery Requirements**

The Bidder shall propose delivery dates aligned with the Project's anticipated construction sequencing and energization timeline. Delivery shall be coordinated with the Owner and Contractor.

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## Appendix B. Bidders Qualifications Statement

To be considered responsive, the Bidder shall meet the following minimum qualifications:

- Bidder shall be either:
  - The original equipment manufacturer (OEM), or
  - An authorized distributor of the OEM with written authorization provided at time of bid.
- The manufacturer of the 480V switchboard shall have a minimum of five (5) years documented experience manufacturing UL-listed 480V switchboards rated 3000A or greater.
- The switchboard shall be UL 891 listed.
- Final manufacturing and assembly of major electrical distribution equipment shall occur within the United States in compliance with Build America, Buy America (BABA) requirements.
- Bidder shall demonstrate successful completion of at least three (3) comparable industrial or marine electrical distribution projects within the past five (5) years.
- Bidder shall not be suspended or debarred from federal contracting and shall be eligible for award in accordance with 2 CFR Part 200. Bidder shall be registered (or able to register prior to award) in the System for Award Management (SAM). No state contractor licensing is required under this ITB unless otherwise mandated by applicable law.

In the event of any conflict between the Bidder's standard terms and conditions and the Contract Documents, the Contract Documents shall govern. Any exceptions, deviations, or proposed alternative terms by the Bidder must be clearly identified in the Bid for Owner review and acceptance. Failure to identify such exceptions shall constitute acceptance of the Contract Documents as written.

### **Company Information**

- Legal Name
- Headquarters Location
- Years in Business
- Type of Organization (OEM / Distributor / Integrator)

### **Manufacturing & Supply Capability**

- Identify manufacturer(s) of major equipment (switchboard, panels, ROAs, pedestals)
- Manufacturing location(s)
- Description of production capacity
- Current backlog (approximate lead times)

### **Technical Capabilities**

- Experience with UL 891 switchboards
- Experience with 480V distribution systems
- Description of system integration approach (if multi-OEM)



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**Federal Compliance Experience**

- Prior BABA-compliant projects (if any)
- Approach to domestic content tracking and documentation

**Delivery & Schedule Capability**

- Typical fabrication durations
- Ability to meet project schedule
- Description of supply chain risks (if any)

**Warranty & Support**

- Standard warranty terms
- Availability of field technical support and startup assistance

**Certification**

- Not debarred from federal contracting
- SAM registration status

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## Appendix C. ITB Bid Form

Bidders shall submit pricing for the entire scope of Work or for one or both of the bid packages identified below and in Section 3.6.

The Bidder shall clearly identify the bid package or packages for which it is submitting pricing and shall provide a detailed pricing breakdown for each selected package, including separate line items as required herein.

### **Package-Based Pricing Breakdown Requirements**

The Bidder shall provide a detailed pricing breakdown, at a minimum, as follows for each selected bid package:

- **Bid Package A – Main Electrical Distribution Equipment**
  - 480V Reefer Rack Switchboard (3000A)
  - 480V Generator Docking Station (2000A)
  - Reefer Distribution Panels (each panel identified separately)
  - Mini Power Centers (MPC1 and MPC2, each unit identified separately)
  - Reefer Maintenance Panel
  - Subtotal for Bid Package A
- **Bid Package B – Reefer Outlet Equipment**
  - 4-Gang Reefer Outlet Assemblies
    - Unit Price
    - Extended Total
  - 2-Gang Pedestal Assemblies
    - Unit Price
    - Extended Total
  - Subtotal for Bid Package B
- Total Price for All Selected Bid Packages and Mandatory Bid Items

**The following mandatory bid items shall be provided as separate line items and shall not be included within individual equipment pricing:**

- Delivery for Bid Package A
- Delivery for Bid Package B
- Spare Parts Package for Bid Package A
- Spare Parts Package for Bid Package B
- On-Site Energization Support for Bid Package A
- On-Site Energization Support for Bid Package B, if applicable

Pricing for Delivery shall include transportation, freight, transit insurance, and delivery coordination only, and shall exclude unloading, rigging, and site handling, which shall be performed by others in accordance with Appendix A. Failure to provide the required pricing breakdown may result in the Bid being deemed non-responsive.

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The Owner reserves the right to award the Contract in whole or in part, to award one package, both packages, or the full scope to one or more Bidders, and to procure certain equipment items or services separately at its sole discretion. Bidders shall provide sufficiently detailed, itemized pricing to support such evaluation.

The Bidder shall not condition its Bid upon award of all components unless explicitly stated in writing.

**Spare Parts Package**

The Bidder shall provide a recommended spare parts package sufficient to support initial operations and warranty service. At a minimum, the spare parts package shall include:

- Spare breakers (only where not already included; quantities recommended by the Bidder based on criticality, lead times, and cost-effectiveness, subject to Owner review)
- Spare fuses (if applicable)
- Spare control power components
- Spare indicating lights and control devices
- Proprietary components with lead times exceeding four (4) weeks

The spare parts package shall be separately itemized by component for each selected package, including description, manufacturer or part number, quantity, unit price, and extended price, and shall also be summarized as a total lump sum for each selected package.

**Unit Pricing**

Unit pricing for equipment assemblies (e.g., 4-Gang Reefer Outlet Assemblies and 2-Gang Pedestal Assemblies) shall be provided exclusive of all delivery, freight, insurance, and logistics costs.

All delivery, freight, insurance, and logistics costs shall be included under the separate "Delivery" line item.

Unit pricing shall reflect the cost of the equipment only and shall be based on typical production quantities.

Unit pricing shall not assume shipment of individual units unless specifically requested by the Owner.

Optional or future unit pricing may be provided for:

- 4-Gang Reefer Outlet Assemblies
- 2-Gang Pedestal Assemblies

If provided, such pricing shall be identified as budgetary and shall not be binding beyond the initial

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Container Storage System.****Pricing Requirements**

All pricing shall be firm and fixed for the duration of the Contract and shall include all applicable taxes, duties, and fees.

Bidders shall clearly identify any sales or use tax assumptions in their Bid. Bidders shall not assume tax exemption unless explicitly confirmed by the Owner.

No escalation or material price adjustments shall be permitted after bid submission.

**Bid Form Format**

Bidders shall complete and submit the Bid Form included herein, providing all required pricing, quantities, and proposed delivery dates for the Electrical Infrastructure Equipment.

The following standardized Bid Form shall be completed and submitted by each Bidder for the package or packages selected.

## 1. Bidder Information

<b>Field</b>	<b>Bidder Response</b>
Legal Name of Bidder	
Address	
Primary Contact Name	
Title	
Email	
Phone	
Type of Organization (OEM / Authorized Distributor / Integrator)	
SAM Registration Status	
State of Incorporation	

## 2. Bid Package Selection

<b>Bid Package</b>	<b>Bidder Response</b>
Full Scope	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bid Package A – Main Electrical Distribution Equipment	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bid Package B – Reefer Outlet Equipment	<input type="checkbox"/> Yes <input type="checkbox"/> No



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### 3. Bid Package A – Main Electrical Distribution Equipment

Item No.	Single Line ID	Description	Qty.	Lump Sum Price	Leadtime to Shipment
A-1	RSD1	Reefer Container Rack Switchboard (3000 Amp)	1		
A-2	GDS01	480V Generator Docking Station (2000A)	1		
A-3	RP1	Reefer Distribution Panel RP-1	1		
A-4	RP2	Reefer Distribution Panel RP-2	1		
A-5	RP3	Reefer Distribution Panel RP-3	1		
A-6	RP4	Reefer Distribution Panel RP-4	1		
A-7	RP5	Reefer Distribution Panel RP-5	1		
A-8	MPC1	Mini Power Center MPC-1	1		
A-9	MPC2	Mini Power Center MPC-2	1		
A-10	RM1	Reefer Maintenance Panel	1		
<b>Subtotal – Bid Package A</b>					

### 4. Bid Package B – Reefer Outlet Equipment

Item No.	Single Line ID	Description	Qty.	Unit Price	Extended Total	Leadtime to Shipment
B-1	ROA-4	4-Gang Reefer Outlet Assemblies	40			
B-2	RM1-1 to RM1-10	2-Gang Pedestal Assemblies	10			
<b>Subtotal – Bid Package B</b>						



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### 5. Mandatory Separate Bid Items

Item No.	Description	Price
M-1	Delivery for Bid Package A	
M-2	Delivery for Bid Package B	
M-3	Spare Parts Package Total for Bid Package A	
M-4	Spare Parts Package Total for Bid Package B	
M-5	On-Site Energization Support for Bid Package A	
M-6	On-Site Energization Support for Bid Package B (if applicable)	

### 6. Itemized Spare Parts Detail – Bid Package A

Line No.	Description	Mfr / Part No.	Qty.	Unit Price	Ext. Price	Notes
SPA-A-1						
SPA-A-2						
SPA-A-3						
<b>Total – Bid Package A Spare Parts</b>						

### 7. Itemized Spare Parts Detail – Bid Package B

Line No.	Description	Mfr / Part No.	Qty.	Unit Price	Ext. Price	Notes
SPA-B-1						
SPA-B-2						
SPA-B-3						
<b>Total – Bid Package B Spare Parts</b>						

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## 8. Bid Summary

<b>Summary Item</b>	<b>Amount</b>
Subtotal – Bid Package A	
Subtotal – Bid Package B	
Delivery for Bid Package A	
Delivery for Bid Package B	
Spare Parts Package Total for Bid Package A	
Spare Parts Package Total for Bid Package B	
On-Site Energization Support for Bid Package A	
On-Site Energization Support for Bid Package B (if applicable)	
<b>Total Bid Price for All Selected Packages and Mandatory Items</b>	

## 9. Proposed Delivery Schedule

<b>Milestone</b>	<b>Proposed Date / Duration</b>
Submittal Preparation Duration	
Initial Submittal Date	
Fabrication Duration	
FAT Date / Window	
Shipment Date(s)	
Delivery Date(s)	
Delivery Sequencing Notes	

## 10. Exceptions, Deviations, and Assumptions

<b>Category</b>	<b>Bidder Response</b>
Exceptions to ITB Requirements	
Technical Deviations	
Assumptions	
Proposed Alternatives	



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## 11. Certifications

<b>Certification</b>	<b>Yes / No</b>
Bidder has reviewed and understands the ITB and Contract Documents	
Bidder's pricing is firm and fixed for the duration of the Contract	
Bidder confirms compliance with Appendix A technical requirements, except as expressly noted	
Bidder confirms ability to meet proposed schedule	
Bidder confirms compliance with applicable federal requirements, including BABA, as applicable	
Bidder confirms that Spare Parts Package Totals match the itemized spare parts tables provided	

## 12. Signature

<b>Field</b>	<b>Bidder Response</b>
Authorized Signature	
Printed Name	
Title	
Date	



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## Appendix D. Minimum Insurance Requirements

The awarded supplier will be required to provide the following minimum insurance coverage as found on Crowley's [Supplier](#) page on Crowley.com.

- Supplier will provide the minimum insurance requirements and a confirming COI.
- Supplier will provide minimum insurance requirements with exception (Describe the exception)
- Supplier will not meet or provide minimum insurance requirements.

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## Appendix E. Supplier Safety and Ethics

The awarded supplier will be required to acknowledge and follow [Crowley's Code of Conduct for Suppliers](#). Please review the link. As a supplier, you are required to agree to the requirements, and by accepting a purchase order you are acknowledging acceptance of the follow the code of conduct.

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## Appendix F. Terms and Conditions

Nothing in this ITB or proposal shall create any contractual relationship between Crowley and the service provider. Entering into any agreement hereunder shall be subjected to Crowley internal review and approvals, including approval by Crowley's management.

Supplier's response to this ITB shall constitute its agreement to accept the terms and conditions set forth in this ITB as the basis for a contract, if one should be offered. Any award made pursuant to this ITB is expressly conditioned upon the execution of a final agreement between the parties.

### Order of Precedence; Exceptions

In the event of any conflict between the Bidder's standard terms and conditions and the Contract Documents, the Contract Documents shall govern. Any exceptions, deviations, or proposed alternative terms by the Bidder must be clearly identified in the Bid for Owner review and acceptance. Failure to identify such exceptions shall constitute acceptance of the Contract Documents as written.

**ALL BUSINESS ACCEPTED IS SUBJECT TO CROWLEY'S [STANDARD PURCHASE ORDER TERMS AND CONDITIONS](#), WHICH ARE INCORPORATED BY REFERENCE. FOR MORE INFORMATION ABOUT DOING BUSINESS WITH CROWLEY, PLEASE VISIT THE [VENDORS & SUPPLIERS](#) PAGE ON OUR WEBSITE.**

**Exhibit A - Federal Funding Requirements, Special Provisions and Mandatory Clauses.**

**Exhibit B . Section 01 41 00. Regulatory Requirements.**

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## 5. Exhibits.

### 5.1 Exhibit A . Federal Funding Requirements, Special Provisions and Mandatory Clauses.

#### EXHIBIT

#### **FUNDING REQUIREMENTS, SPECIAL PROVISIONS AND MANDATORY CLAUSES**

The Agreement, Contract, Construction Contract, Subcontract, Purchase Order, Supplier Agreement and/or Letter of Agreement (generally referred to herein as “Contract”) to which this Exhibit is attached or otherwise incorporated is funded, in whole or in part, using federal assistance from one or more Award Agencies.

In accordance with such federal funding assistance, the Award Agencies’ regulations implementing the applicable funding statutes including the Award Terms and Conditions, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, (generally referred to herein as “Funding Requirements”) the following terms and conditions apply to the Contractor, Subcontractor, Vendor, Supplier or Seller, as the case may be (generally referred to herein as “Contractor”) in connection with its performance of the Contract.

These terms and conditions are in addition to, and in no way limit or alter, the other terms, conditions, rights, and remedies set forth in or applicable to the Contract. In the event of any conflict among the requirements applicable to the Contract, the most stringent requirements, as determined by the Owner, shall apply.

Contractor agrees to comply with the provisions of the Funding Requirements that are applicable to the “Recipient” relative to the Work that will be performed by the Contractor at the Project. Such “pass through” or “flow down” provisions applicable to Contractor include, but are not limited to, those outlined in this Exhibit.

Contractor shall be responsible for understanding and ensuring compliance with all such Funding Requirements.

To the extent necessary and applicable, Contractor shall likewise contractually require its subcontractors, vendors and suppliers to comply with the Funding Requirements as set forth in this Exhibit. Contractor shall be responsible for overseeing and ensuring compliance with all such requirements, including the collection of documentation necessary to demonstrate compliance to Owner and oversight government agencies.

Capitalized terms not defined herein shall have the meaning set forth in the Contract between Owner and Contractor to which this Exhibit is attached. Where there is a direct conflict between the terms and conditions, or the definitions set forth in this Exhibit and the Contract, those conflicting or inconsistent terms shall be read as complimentary to the greatest extent possible and in furtherance of the intent of the Funding Requirements, as determined by the Owner.

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Contractor shall comply with the U.S. Department of Transportation Maritime Administration (MARAD) General Terms and Conditions Under the Fiscal Year 2022 Port Infrastructure Development Program (PIDP)

Grants effective as of October 7, 2024 (link below), as part of the Contract and incorporated herein by reference (“Award Terms and Conditions”). Key provisions of which are set forth herein and may be accessed in their entirety at:

- MARAD General Terms and Conditions (FY 22) PIDP Grants (*available at:* <https://www.maritime.dot.gov/grants-finances/federal-grant-assistance/fy-2022-pidp-general-termsconditions-october-7-2024>)

Contractor shall comply with the U.S. Department of Transportation Maritime Administration Exhibits to MARAD Grant Agreements Under the Fiscal Year 2022 Port Infrastructure Development Program effective as of October 7, 2024 (link below), as part of the Contract and incorporated herein by reference. Key provisions of which are set forth herein and may be accessed in their entirety at:

- Exhibits to MARAD Grant Agreements PIDP FY22 (*available at:* <https://www.maritime.dot.gov/grantsfinances/federal-grant-assistance/fy-2022-pidp-exhibits-october-7-2024>)

**1. MARAD Grant Agreement Exhibit B, Term B1, Appendix A**

During the performance of the Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

- a. **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 the Contract.
- b. **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.
- c. **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 the contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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- d. **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 Owner 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 Owner or MARAD, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of the Contract, the Owner 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.
- f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs a through f 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 Owner or MARAD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 2. Non-Discrimination.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- a. 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.
- b. 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);
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d. 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;

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- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- f. 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);
- g. 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);
- h. 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;
- i. 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);
- j. 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;
- k. 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);
- l. 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).

### **3. Equal Employment Opportunity**

Contractor must be an Equal Employment Opportunity employer as defined by Department of Labor Standards.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federal assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and

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implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

**4. Trafficking in Persons.**

Contractor agrees that it, its employees, and subcontractors that participate in the Contract must not engage in the actions listed below. Violation of this provision provides Owner the right to unilaterally terminate the Contract.

- a. Severe forms of trafficking in persons;
- b. The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
- c. The use of forced labor in the performance of this award or any subaward; or
- d. Acts that directly support or advance trafficking in persons, including the following acts:
  - i. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
  - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
    1. Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
    2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
  - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
  - iv. Charging recruited employees a placement or recruitment fee; or
  - v. Providing or arranging housing that fails to meet the host country's housing and safety standards.

**5. Suspension and Debarment (Executive Orders 12549 and 12689).**

- a. The Contract is funded through funds subject to 2 CFR Part 200 and U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19. The Contract is a covered transaction for purposes of such regulations.
- b. As such, the Contractor is required to verify, and by executing the Contract the Contractor hereby certifies, that neither it nor any of the Contractor's principals, or subcontractors, are excluded, disqualified, or otherwise ineligible (as such terms are defined at 31 CFR Part 19, Subpart I) for participation in a covered transaction. Such parties are ineligible if listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with 2 CFR Part 180 and U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."

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- c. The Contractor must comply with 31 CFR Part 19, subpart C, and shall include a requirement to comply with these requirements in any lower tier covered transaction it enters into under this award.
- d. The Contractor shall have an ongoing duty during the term of the Contract to disclose to Owner on an ongoing basis any occurrence that would prevent the Contractor from making the certifications contained in this Section. Such disclosure shall be made in writing to Owner within five (5) business days of when the Contractor discovers or reasonably believes there is a likelihood of such occurrence. This certification is a material representation of fact relied upon by Owner. If it is later determined that the Contractor did not comply with 31 CFR Part 19, subpart C, in addition to remedies available to Owner, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

**6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).**

The Contractor certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
- b. 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Contract was entered into or amended. The making of this certification is a prerequisite for entering into or amending the Contract imposed by 31 U.S.C. 1352. 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.

**7. Certification Regarding Federal Tax Liability and Recent Felony Convictions**

By attempting to enter into a Contract, the Contractor certifies that it:

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

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

**8. Build America, Buy America (BABA)**

- a. Contractor shall comply with, and implement all provisions for Build America, Buy America (BABA) compliance including:
  - i. § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle. A, 135 Stat. 429, 1298 (2021); and
  - ii. 2 C.F.R. part 184, Buy America Preferences for Infrastructure Projects.
- b. The Project is “an infrastructure project.” The Contractor acknowledges that iron, steel, manufactured products, and construction materials used in the Project are subject to the Buy America preference.
- c. The Contractor shall not use funds provided under the Contract unless:
  - i. 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;
  - ii. 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
  - iii. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
- d. The Buy America preference 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.
- e. If the Contractor uses iron, steel, manufactured products, or construction materials that are not produced in the United States in violation of BABA compliance, MARAD may disallow and deny reimbursement of costs incurred and take other remedial actions under the funding terms and conditions and 2 C.F.R. 200.339–200.340. The Contractor will be liable for any and all costs, penalties or actions associated with MARAD action for violation.
- f. Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

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**9. Minimum Wage Rates – Davis Bacon Act (40 U.S.C. 3141-3148).**

The Contractor shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the Owner. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to the Owner.

**10. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

To the extent the Contract involves the employment of mechanics or laborers (as defined in 29 CFR Part 5 and including watchmen and guards) for any part of the contract work, the Contractor agrees to the following terms:

- a. *Overtime requirements.* The Contractor shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and onehalf times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

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withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. *Records.* The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the Owner and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- e. *Subcontracts.* The Contractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

**11. Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.**

- a. When possible, the Contractor or subcontractor should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.
- b. Such consideration means:
- i. These business types are included on solicitation lists;
  - ii. These business types are solicited whenever they are deemed eligible as potential sources;
  - iii. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
  - iv. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
  - v. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring a contractor under a Federal award to apply this section to subcontracts.

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216).**

- a. Pursuant to 2 CFR §200.216, Owner is prohibited from using funds to procure, obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that

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use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- b. As described in Public Law 115-232, section 889, "Covered telecommunications equipment or services" is:
- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - Telecommunications or video surveillance services provided by such entities or using such equipment; and
  - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- c. The Contractor agrees that it shall not provide covered telecommunications equipment or services in the performance of the Contract.
- d. A compilation of prohibited telecommunications and video surveillance equipment and services entities may be found in the System for Award Management (SAM) excluded parties list.
- e. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information to Owner immediately.
- f. Contractor agrees to include the above clause in each subcontract for the Project.

### **13. Foreign Market Restrictions**

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

### **14. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Contractor agrees to report each violation to Owner and understands and agrees that Owner will, in turn, report each violation as required to assure notification to the Award Agencies and other authorities having jurisdiction, as may be appropriate.

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- c. The Contractor agrees to include the above requirements in each subcontract exceeding \$150,000 financed in whole or in part with funding statutes funds.

**15. Other Federal Laws and Regulations.**

The Contractor shall comply with all other applicable federal environmental laws and regulations. Including those listed in Exhibit A of the U.S. Department of Transportation Maritime Administration Exhibits to MARAD Grant Agreements Under the Fiscal Year 2022 Port Infrastructure Development Program referenced herein.

**16. Protection of Sensitive and Personally Identifiable Information**

Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the funding agency or Owner designates as sensitive. Contractor agrees to include the above clause in each subcontract for the Project.

**17. Increasing Seat Belt Use in the United States.**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company owned, rented or personally owned vehicles. Contractor is further encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**18. Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

- 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 section, “**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 section, “**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.

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For the purpose of this section, “**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 section, 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 Owner, 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 Owner shall insert the substance of this section, 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.

**19. Maintenance of and Access to Records.**

- a. The Contractor shall maintain records pertinent to the Contract in a manner consistent with 2 C.F.R. §200.334.
- b. The Contractor shall make available to Owner, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers, or other records, including electronic records, of the Contractor that are pertinent to the Contract, in order to make audits, investigations, examinations,

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excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor’s personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

**20. Subcontractors**

To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor agrees to incorporate all relevant provisions of this Exhibit into its written agreement with the subcontractor.

**21. Remedies for Contract Violation.**

Should the Contractor violate of any of the terms of the Contract, Owner may pursue all available administrative, contractual, or legal remedies, including suspension or termination of the Contract or other such action that may be necessary to enforce the rights of the parties of this agreement.

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## 5.2 Exhibit B . Section 01 41 00. Regulatory Requirements.

### SECTION 01 41 00

#### REGULATORY REQUIREMENTS

##### **PART 1 GENERAL**

- A. All Work shall be completed as hereinafter specified and in accordance with the latest rules and regulations of all regulatory and public agencies having jurisdiction over the Work of this contract.
- B. All Work and materials shall fulfill the requirements of the latest building, electrical, mechanical codes, and codes and standards listed in the contract documents. Codes shall be the latest issue, including supplements, unless otherwise noted, be trademarked and grade marked, as per industry standard for that product, and shall meet the approval of the Engineer, and all other regulations and standards indicated on the drawings and included in the specifications and approved submittals.
- C. Only the latest editions or revisions of reference standards, codes, and specifications in force at the time of installation shall be applicable unless otherwise specifically noted. These shall comply with the Florida Building Code, and applicable requirements of the code shall be followed as if especially noted herein unless otherwise directed by the Engineer.
- D. The Specifications of the American Society for Testing and Materials (ASTM), latest edition, shall apply to any and all for which the ASTM Standard has been established, unless otherwise specified. Each manufacturer or supplier of each material shall certify that their material conforms to the applicable ASTM Specification.
- E. The Contractor shall be responsible for knowing and complying with regulatory requirements of the project permits - Federal, State and Local - pertaining to legal disposal of all construction and demolition waste materials.
- F. All Work shall conform to the minimum accessibility standards set by the Uniform Federal Accessibility Standards, 1984, or as adopted by the State of Florida.

##### **1.2 PAYMENT**

- A. There will be no separate payment for the work specified herein. The costs shall be considered included in the work and included in the prices bid for the associated contract items.

##### **1.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

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A. Funding Requirements: Contractor shall comply with provisions associated with the project funding including Build America, Buy America Act; OSHA; Brooks Act; Federal prevailing wage rate requirements, and Title VI.

B. Minimum wages: to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

C. Build America, Buy America

1. Contractor shall comply with, and implement all provisions for Build America, Buy America (BABA) compliance including:
  - a. § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle. A, 135 Stat. 429, 1298 (2021); and
  - b. 2 C.F.R. part 184, Buy America Preferences for Infrastructure Projects.
2. The Project is “an infrastructure project.” The Contractor acknowledges that iron, steel, manufactured products, and construction materials used in the Project are subject to the Buy America preference.
3. The Contractor shall not use funds provided under this contract unless:
  - a. 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;
  - b. 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
  - c. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
4. The Buy America preference 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

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the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

5. If the Contractor uses iron, steel, manufactured products, or construction materials that are not produced in the United States in violation of BABA compliance, MARAD may disallow and deny reimbursement of costs incurred and take other remedial actions under the funding terms and conditions and 2 C.F.R. 200.339– 200.340. The Contractor will be liable for any and all costs, penalties or actions associated with MARAD action for violation.

6. Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

D. The Owner has obtained the following permits and authorizations. Contractor shall be responsible for complying with the conditions of Owner’s Regulatory permits as obtained on behalf of the Project.

1. National Environmental Policy Act (NEPA)

The project NEPA requirements have been completed and the project has been awarded a Categorical Exclusion (CatEx) from MARAD.

2. JEA Electrical Approval.
3. Jacksonville Port Authority (JAXPORT) Alterations Project Approval.

E. The Contractor shall be responsible for the filing of all other local and required applications, permits, reports and forms with all Governmental Agencies or Authorities having jurisdiction. The Contractor shall obtain all work permits and certificates as required to complete the Work required by the Contract Documents. Contractor shall be responsible for all costs associated with procurement of Contractor supplied permits except that Owner will pay all reasonable and necessary permit fees charged by Governmental Agencies or Authorities having jurisdiction for building and permanent utility permits required for execution of the Work. Contractor shall be responsible for all fees associated with permits for temporary services and work incidental to facilitate construction.

F. The Contractor shall be responsible, at no additional cost to the Owner, for complying with any and all open applications, permits, reports and forms with all Governmental Agencies or Authorities having jurisdiction.

## 1.5 SUBMITTALS (NOT USED)



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**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION 01 41 00**