



# **Georgia Ports Authority**

**PROJECT NO. 1407-0700**

## **Request for Qualifications (RFQ)**

To Construct

## **Colonel's Island Terminal Berth 4**

At the Colonel's Island Terminal  
Glynn County, Georgia

March 20, 2024

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# I. REQUEST FOR QUALIFICATIONS

**Construction Services  
Project No. 1407-0700  
Colonel's Island Terminal Berth 4 Project  
Glynn County, Georgia**

The Georgia Ports Authority (GPA), as "Owner," is seeking Qualifications from contractors interested in construction of the project known as **Project No. ENG-GA-1407-0700, Colonel's Island Terminal Berth 4** in Glynn County, Georgia. This Request for Qualifications (RFQ) seeks to identify the most qualified potential prime contractors for the above-mentioned services. Some contractors who respond to this RFQ, and who are determined by the Owner to be qualified, may be invited to provide a bid for these services (to be requested in a separate procurement process). All respondents to this RFQ are subject to instructions communicated in this document and additional terms and conditions listed in the Project Drawings and Manual. GPA reserves the right to reject any or all submissions of qualifications or proposals, and to waive technicalities and informalities at the discretion of GPA.

## 1. GENERAL PROJECT INFORMATION

### Project Description

The Project will consist of four major Project component elements:

- Demolition
- Dredging
- Berth 4 Construction
- Berth 1 Strengthening

#### Demolition

Demolition for the proposed project will include the demolition of approximately 16,675 square feet of Berth 1 current berthing structures in conflict with the new construction. This work will consist of demolition of a portion of the existing berth 1, edge beam, and light pedestals. Demolition limits on the western end of the berth will end at the first bent cap where the Berth 1 access trestle starts with a pavement sawcut. Demolition limits on the eastern end will extend to the edge of Berth 1 for the installation of a dock connector bridge to Berth 4.

#### Dredging

Dredging for the proposed Project consists of hydraulic dredging of the proposed berth to a depth matching the South Brunswick River depth of -36.0 feet mean low water (MLW) with an allowance for advance maintenance and overdredge of 4.0 feet (-40.0' MLW). The volume of hydraulic dredging is 285,000 cubic yards (CY). Hydraulic dredge material will be placed within the Andrew's Island Confined Disposal Facility.

#### Berth 4 Construction

Dock construction consists of the Berth 4 main dock, a pile-supported, concrete-surface Ro/Ro vessel dock measuring nominally 600 feet long and 140 feet wide. The proposed structure will utilize precast pile caps and deck panels to minimize over-the-water construction activity. The facility will be capable of accommodating a Ro/Ro vessel up to 970 feet long and 134 feet wide. Bollards and cone type fenders will be installed to support the design vessels. A dock approachway and dock connector bridge will be constructed for berth 4. This will include the construction of a pile supported access bridge connecting Berth 4 with the main access road (Joe Frank Harris Boulevard). This access bridge will provide for the movement of automobiles and other self-propelled machinery between the vessel berth and storage locations and customer facilities that are located in the two sections of the terminal. The Project will also include the construction of a dock connector between Berths 1 and 4. The dock connector provides access for high and heavy cargo to travel from Berth 4, across Berth 1, and into the northwest storage lots within CIT.

Marine Structures for Berth 4 will consist of three (3) pile-supported breasting structures and four (4) pile-supported mooring dolphins extending east (downriver) from the end of the berth to secure the bow of the ship when moored at the berth. The marine structures are connected to the berth via pile-supported catwalks spanning between the structures.

### Berth 1 Strengthening

The landside portion of existing Berth 1 will be upgraded to provide a direct access route for the movement of heavy equipment between Berths 1 and 4, and terminal storage areas on the mainland. This upgrade will streamline cargo movements between the berths and the heavy equipment storage area that will improve operational throughput and efficiency.

Electrical, Mechanical, and Civil Work – The Project’s electrical scope includes: extension of the electrical feed from existing CIT Berth 1 to Berth 4; installation of area lighting along the approachway, connector bridge and dock platform; and work lighting at each of the breasting and mooring dolphins. The mechanical scope includes the installation of potable/fire water piping, vaults and fixtures at the proposed dock. Water service for the proposed berth will come from the existing watermain located landside of the downstream end of existing Berth 1. Civil site work includes backfilling, grading and compacting select material for subgrade, installation of a graded aggregate base course, paving with hot mix asphaltic concrete and installation of traffic control devices such as signage and striping. This work is limited to the portion of the Project where the proposed dock approachway intersects with the existing Joe Frank Harris Boulevard.

### **Project Delivery Method**

The delivery method for this Project will be Design-Bid-Build.

### **Project Schedule**

The project is expected to begin in September of 2024 and the anticipated duration is 18 months. (Note: *All dates indicated in this document are estimates and as such are subject to change.*)

## **2. QUALIFICATIONS REVIEW PROCESS**

Selection of the Prime Contractor will be a multi-step process and follow GPA procurement policies.

The **Qualifications Review Process** is initiated with this **RFQ**, which is issued for the purpose of acquiring Qualifications from prospective contractors to serve as prime contractors. A selection of finalist contractors will be made by a Selection Committee consisting of representatives of the GPA, and possibly a third-party representative (Design Professional). The Selection Committee will receive and review Qualifications submitted in response to this RFQ. To be deemed eligible for evaluation, contractors must meet the following minimum qualifications:

### **Minimum Qualifications Required**

- The contractor or its principals are not currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority (See [Appendix A, Exhibit A](#)).
- The contractor or its principals have not been terminated for cause or are not currently in default on any contract or are not currently in default on any contract. (See [Appendix A, Exhibit A](#)).
- Contractor must have sufficient bonding capacity for anticipated total cost of work. Only those sureties listed in the Department of Treasury’s Listing of Approved Sureties (Department Circular 570) are acceptable to the Owner. At the time of issuance, all insurance and bonds must be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. Such company shall be an insurer (or, are qualified self-insurers or group self-insureds, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength rating of “A-“ or better and an A.M. Best Financial Size Category of Class V or larger (See [Section 5, A6.a](#)).
- Contractor must have a current Certificate of Insurance (COI) that meets the coverages as outlined in the Insurance Requirements provided by GPA (See [Appendix B](#)). Requirements provided by GPA supersede any other reference to insurance requirements within this Request. The Owner reserves the right to require additional limits and/or coverage for actual contract. Provide your current insurance certificate. (See [Section 5, A6.b](#)).
- Contractors must have all necessary, valid, and current licenses to do business in the State of Georgia (See [Section 5, A6.c](#)).
- Contractor must demonstrate sufficient cash flow to undertake the project as evidenced by a current ratio (assets/liabilities) of 1.0 or higher (See [Section 5, A6.d](#)).

- The contractor must demonstrate a commitment to safety with regard to Worker’s Compensation by having a current Experience Modification Rating (EMR) of 1.2 or less (See Section 5, A6.e).

The Selection Committee will then evaluate the submittals which have met the above minimum qualifications. Criteria for the evaluation are listed below:

**Criteria for Evaluation of Qualifications–Based on a score from 1-10 (10 Being the Highest, See Appendix D).**

- Stability of the contractor, including the contractor’s corporate history, growth, resources, form of ownership, litigation history, financials, etc.
- Contractor’s relevant project experience and qualifications, including the demonstrated ability of contractor in effective construction of facilities comparable in complexity, size, and function, for Owners such as the State of Georgia and other similarly structured organizations. This includes relevant experience and qualifications of the contractor’s principal Project Executive, Project Manager, and Superintendents. This evaluation will include the demonstrated proficiency of the contractor in projects similar to this Project.
- Contractor’s suitability to provide services for project, including the contractor’s apparent fit to the project type and/or needs of the Owner, any unique qualifications for the project, current and projected workloads, the proximity of office to project location, non-discrimination policies, and record of addressing public safety, social, environmental concerns, accessibility for persons with disabilities and special needs, and the ability to meet all requirements of the federal PIDP grant.

From the criteria, a shortlist of contractors will be established and asked to participate in bidding as a qualified contractor.

**3. SCHEDULE OF EVENTS FOR SUBMISSION OF QUALIFICATIONS**

The following Schedule of Events represents the Owner’s best estimate of the schedule that will be followed. All times indicated are prevailing times in Savannah, Georgia. The Owner reserves the right to adjust the schedule as the Owner deems necessary.

<b>QUALIFICATIONS REVIEW</b>			
a. GPA issues public advertisement of Request for two weekends.	<b>Sun.</b>	<b>03/17/24</b>	<b>03/24/24</b>
b. GPA issues the Request for Qualifications	<b>Wed.</b>	<b>03/20/24</b>	-----
c. Deadline for submission of written questions and requests for clarification (See 4. Submittals of questions and request for clarification below)	<b>Tues.</b>	<b>04/09/24</b>	<b>5:00 PM</b>
d. Response to questions provided	<b>Fri.</b>	<b>04/12/24</b>	<b>5:00 PM</b>
e. Deadline for submission of Qualifications	<b>Wed.</b>	<b>04/17/24</b>	<b>5:00 PM</b>
f. GPA completes qualification evaluation and determines Qualified Contractors	<b>Wed.</b>	<b>05/08/24</b>	-----

<b>REQUEST FOR PROPOSALS (Qualified Contractors Only)</b>			
a. GPA issues the Qualified Contractors the Contract Documents including Final Plans and Project Manual	<b>Thur.</b>	<b>05/09/24</b>	-----
b. Pre-Bid Meeting for Qualified Contractors	<b>Thur.</b>	<b>05/23/24</b>	<b>TBD</b>
c. Bids Due	<b>Thur.</b>	<b>06/27/24</b>	<b>TBD</b>
d. Board Approval	<b>Mon.</b>	<b>Jul-24</b>	-----
e. Notice to Proceed (Estimate)	<b>Tues.</b>	<b>09/03/24</b>	-----

#### 4. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION

It is the responsibility of each respondent to examine the entire RFQ, to seek clarification in writing, and review its submittal for accuracy before submitting the document. Once the submission deadline has passed, all submissions will be final. The Owner will not request clarification from individual respondents relative to their submission but reserves the right to ask for additional information from all parties who have submitted qualifications. Questions about any aspect of the RFQ, or the project, shall be submitted in writing via e-mail to [mpettijohn@moffattnichol.com](mailto:mpettijohn@moffattnichol.com) with copy to [fparker@moffattnichol.com](mailto:fparker@moffattnichol.com).

**The deadline for submission of questions relating to the RFQ is the time and date shown in the Schedule of Events (Section 3).** All relevant and significant questions that have been submitted in writing prior to the deadline will be compiled, and answers will be sent to all respondents.

#### 5. INSTRUCTIONS FOR PREPARING SUBMISSION OF QUALIFICATIONS

### READ CAREFULLY

Interested contractors shall submit SUBMISSION OF QUALIFICATIONS by the deadline stated. Emphasis should be on completeness, relevance, and clarity of content. To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined below. Failure to submit any of the included forms will result in rejection of the Contractor's submittal.

#### SUBMISSION OF QUALIFICATIONS

##### **A. Description and Resources of Contractor**

A.1 Provide basic company information: Company name, address, name of primary contact, telephone number, e-mail address, and company website (if available). If the contractor has multiple offices, the qualifications shall include information about the parent company and branch office separately. Identify office from which project will be managed and this office's proximity to the project site. **If applicable, indicate the year the local office was established and the number of persons staffing that office and their disciplines.** Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the offeror a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure? For joint venture entities that have not undertaken at least *two* projects together, each contractor should submit its qualifications separately. Joint submittals are subject to the same submittal page limit.

- A.2 Briefly describe the history and growth of your firm. Provide general information about the contractor's personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices.
- A.3 Has the contractor been involved in any litigation in the past five (5) years? Describe your experience with litigation with Owners and/or Architects. List any active or pending litigation and explain. List any claims against your contractor or against Owners where your contractor is named.
- A.4 List the contractor's annual revenue, **for the parent office and the local office separately, if applicable**, for the past 5 years and supply main financial and banking references.
- A.5 Has the contractor, or a member thereof, ever been removed from a contract or failed to complete a contract as assigned? If yes, provide explanation.
- A.6 In order to be deemed eligible for evaluation, the contractor must provide supporting documentation asserting that the contractor meets the minimum qualifications required for this project.
- a. Certify that the contractor has sufficient bonding capacity for anticipated total cost of work and surety and insurance companies are in the current Department of Treasury's Listing of Approved Sureties (Department Circular 570). All insurance and bonds will be obtained through a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. The company is an insurer (or qualified self-insurers or group self-insureds, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength rating of "A-" or better with an A.M. Best Financial Size Category of Class V or larger. **Provide** a letter or other supporting documentation from the contractor's surety indicating the contractor's bonding capacity.
  - b. Certify the contractor has a current Certificate of Insurance (COI) that meets the coverages as outlined in the Insurance Requirements provided by GPA (see Appendix B). Requirements provided by GPA supersede any other reference to insurance requirements within this Request. The Owner reserves the right to require additional limits and/or coverage for actual contract. **Provide** your current insurance certificate.
  - c. Certify the contractor has all necessary, valid and current licenses (including a valid and current Georgia General Contractor's License) to do business in the State of Georgia. *General Contractor **must** provide a valid and current Georgia General Contractor License at the time of submission of qualifications.* **Provide** a valid copy of your Georgia General Contractor's license and provide a Georgia Certificate of Existence or Certificate of Authority demonstrating your contractor has registered with the Georgia Secretary of State and is authorized to do business in Georgia.
  - d. Certify the contractor has sufficient cash flow to undertake the project as evidenced by a current ratio (assets/liabilities) of 1.0 or higher. **Provide** a one-page statement evidencing your current ratio.
  - e. Certify the contractor demonstrates a commitment to safety with regard to Worker's Compensation by having a current Experience Modification Rating (EMR) of 1.2 or less. **Provide** evidence from your contractor's carrier on the carrier's letterhead of your contractor's EMR.
  - f. **Provide** the contractor's federal employer identification number and a completed IRS Form W9.
- A.7 Complete the Certification Form (Appendix A, Exhibit "A") and provide original copy with response as section "A7" of the contractor's SUBMISSION OF QUALIFICATIONS.

- A.8 Complete and submit a “CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)” (Appendix A, Exhibit “B”) with response as Section “A8” of the contractor’s SUBMISSION OF QUALIFICATIONS. **Failure to submit this form with SUBMISSION OF QUALIFICATIONS will result in the contractor being eliminated from consideration for this project.**
- A.9 Complete and submit the “Disclosure Statement” (Appendix A, Exhibit “C”) with response as Section “A9” of the contractor’s SUBMISSION OF QUALIFICATIONS.
- A.10 Complete and submit the “Certificate Regarding Lobbying Form” (Appendix A, Exhibit “D”) with response as Section “A10” of the contractor’s SUBMISSION OF QUALIFICATIONS.

**B. Experience and Qualifications**

- B.1 Provide professional qualifications and description of experience for principal Project Executive, Project Manager, and/or Superintendent. *(At this stage, contractors are asked for information on lead staff only, but may list qualifications and experience on more than one lead individual who is qualified and available for proposed project).*
- B.2 Provide information on the contractor’s experience on projects of similar size, function, and complexity (similar type of construction as the incumbent project). Describe no more than five (5) and no less than three (3) projects, in order of most relevant to least relevant, which demonstrate the contractor’s capabilities to perform the project at hand. For each project, the following information should be provided:
- a. Project name, location and dates during which services were performed.
  - b. Brief description of project and physical description (delivery method, contract value, site description, structural description, project constraints).
  - c. Provide information regarding the contractor’s experience in waterfront construction with an emphasis on the construction of this type of berth.
  - d. Provide information regarding the contractor’s experience with construction activity inside active terminals. Describe strategies used by the contractor to maintain ongoing port operations at adjacent areas with construction activities.
  - e. Services performed by the contractor and (if multiple offices) the location of the office involved.
  - f. Respective Owner’s stated satisfaction in construction and service of the contractor. Provide any Owner- written letters of reference/recommendation about the contractor’s performance on the project.
  - g. Owner/User contact information.
- B.3 Provide a written description of your experience on marine projects with a minimum of 150,000 CY of new work dredging. The contractor should indicate whether they have the ability to self-perform or intend to subcontract this work. List at least 3 project examples.
- B.4 Provide a written description of the contractor’s experience working on projects with federally sourced funding. Provide examples of specific procedures that have been employed on previous projects to ensure compliance with federal requirements. List no more than 3 project examples.

**C. Statement of Suitability**

- C.1 Provide any information that may serve to differentiate the contractor from other contractors regarding their suitability for the project. Suitability may include but is not limited to: the contractor’s fit to the project and/or needs of the Owner, any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, contractor’s safety program, and any techniques or methodologies offered by the contractor that may be particularly suitable for this project type.
- C.2 Provide information on any special services offered by the contractor that may be relevant and available for this project.
- C.3 Provide information on previous construction project experience at GPA’s facilities.



- C.4 Similar project experience including, but is not limited to, demolition of berth and current berthing structures, hydraulic dredging, construction of pile supported wharf structures installed over water, construction of pile supported access bridge, construction of pile supported breasting structures and mooring dolphins, construction in an active terminal, installation of utilities, storm and electrical duct banks for lighting.
- C.5 Provide history of working with subcontractors in the southeast Georgia markets. Describe how the contractor would secure competitive proposals from local subcontractors.
- C.6 Describe the role of QA/QC in the execution of construction projects including the structure of the contractor's QA/QC department with an emphasis on specific personnel, procedures, and processes used to maintain quality of the construction project and the approach used to achieve workplace compliance.

**6. SUBMISSION OF QUALIFICATIONS**

**READ CAREFULLY**

Submit one (1) original, one (1) hard copy and one (1) electronic copy (thumb drive) of the complete package in an opaque sealed envelope or box.

Address envelope or box to:

The Georgia Ports Authority,  
 P.O. Box 2406, Savannah, GA 31402.  
 Attention: Mr. Christopher B. Novack, Vice President of Engineering and Facilities Maintenance.

The contractor's name and the project number must be written on the outside of the envelope or box.

1. If qualifications package is mailed, enclose package envelope in separate mailing envelope that bears notation " Qualifications Package Enclosed" in lower-left corner.
2. If qualifications package is delivered by express delivery service, enclose package envelope in delivery pouch addressed to The Georgia Ports Authority, 2 Main Street, Garden City, GA 31408. Attention: Mr. Christopher B. Novack, Vice President of Engineering and Facilities Maintenance. Include notation " **Qualifications Package Enclosed**" on face of delivery pouch.
3. If qualifications package is delivered by representative of contractor, deliver envelope to the lobby of the Georgia Ports Authority's Executive Office Building located at 2 Main Street, Garden City, GA by the deadline listed in Section 3.

**TOTAL PAGE COUNT OF THE SUBMITTAL MUST NOT EXCEED 100 PAGES.**

**ALL PAGES COUNT REGARDLESS OF CONTENT**

**QUALIFICATION SUBMITTALS THAT EXCEED THE PAGE LIMIT WILL BE DEEMED NON-RESPONSIVE AND WILL BE REJECTED.**

**Proposers are further reminded to include a completed CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1) with the SUBMISSION OF QUALIFICATIONS. (See Appendix A, Exhibit B) FAILURE TO PROVIDE THIS AFFIDAVIT WILL RESULT IN REJECTION OF PROPOSAL.**

Qualifications must be received by the Owner prior to the deadline indicated in the Schedule of Events (*Section 3 of RFQ*).

**End of Section**

# **APPENDIX A**

## **Required Submittal Documents**

# Exhibit A

## CERTIFICATION FORM

I, \_\_\_\_\_, being duly sworn, state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the request for qualifications is full, complete and truthful.

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer and any principle employee of the proposer have not, in the immediately preceding five years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer or any principle employee of the proposer has not in the immediately preceding five years been defaulted in any federal, state or local government agency contract, and further, that the proposer is not now under any notice of intent to default on any such contract or have been terminated for cause on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the Owner may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the Owner may contact any individual or entity named in the SUBMISSION OF QUALIFICATIONS for the purpose of verifying the information supplied therein.

I acknowledge and understand the successful Proposer will be required to certify compliance with the Immigration Reform Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et seq., by meeting or having complied with the provisions in the Act and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01: Contractor will also be required to warrant that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

I acknowledge and agree that all of the information contained in the SUBMISSION OF QUALIFICATIONS is submitted for the express purpose of inducing the Owner to award a contract.

*A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.*

\_\_\_\_\_  
Signature

Sworn and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
NOTARY SEAL

My Commission Expires: \_\_\_\_\_

Exhibit B

**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)**

Project No. and Name: \_\_\_\_\_  
\_\_\_\_\_

Contractor: \_\_\_\_\_

**STATE OF GEORGIA**

**COUNTY OF:** \_\_\_\_\_

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **Georgia Ports Authority** has registered with, is authorized to use and used the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_ (This is **NOT** an FEI number)  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ in (City), (State).

\_\_\_\_\_  
Signature of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE**

\_\_\_\_\_ **DAY OF** \_\_\_\_\_, **20** \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## Exhibit C

### DISCLOSURE STATEMENT

All proposers should be aware that the project you are submitting a proposal on is a public project, and the Owner is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, GPA shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting contract. As part of any submittal you intend to make for this project, **you must include this Disclosure Statement with your submittal** that answers or addresses the following specific statements:

1. Describe any business transactions occurring within the prior two years between your firm and GPA, the Using Agency, or the ultimate end-user of the proposed project.
2. Describe any gift, hospitality, or benefit of any sort that your firm has provided to GPA, the Using Agency, or the end-user of the proposed project within the prior one-year period.
3. A *conflict of interest* or *potential conflict of interest* is defined as any action, decision, or recommendation by a person acting in a capacity as a public official, the effect of which is or could be to the private monetary or financial benefit or detriment of the person, the person's relative, or any business with which the person or a relative of the person is associated. The potential conflict of interest is viewed from the perspective of a reasonable person who has knowledge of the relevant facts. Based upon this definition, describe any conflict of interest or potential conflict of interest that your firm has with GPA.

This Disclosure Statement should be dated and signed by an authorized signatory for the Contractor and submitted with the Contractor's Submittal.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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## Exhibit D

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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 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.

(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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose 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 a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. 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.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* CONTRACTOR'S ORGANIZATION

\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:  \* First Name:  Middle Name:

\* Last Name:  Suffix:

\* Title:

\* SIGNATURE:  \* DATE:

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## **APPENDIX B**

# **GPA Insurance Requirements**

## ARTICLE 11

### INSURANCE AND BONDS

Project : 1407-0700 CIT Berth 4

Delete entire Article 11 and substitute the following:

#### 11.1 CONTRACTOR'S LIABILITY INSURANCE

**11.1.1** The Contractor shall not commence work under this Contract until he has obtained all insurance required under this Article and such insurance has been approved by the Owner. The Contractor shall provide certificates of insurance in a form acceptable to the Owner which affirms the Contractor has purchased the insurance described below. Such insurance shall be provided by an insurer or insurers licensed or approved/authorized to transact insurance in the State of Georgia. Such coverage shall be maintained over the Contract period.

**11.1.1.1** Workers' Compensation and Employer's Liability insurance covering employees of the Contractor and employees of Subcontractors. Such insurance shall cover the Contractor's full statutory liability for workers' compensation benefits under the laws of Georgia (or any other state if such liability arises in another state from Work performed under the Contract Documents). Such insurance shall provide coverage for bodily injury, occupational sickness or disease or death. Such insurance shall be provided in accordance with all applicable federal and state laws. The limits of employer's liability coverage shall be not less than \$1,000,000 for each accident and \$1,000,000 aggregate for disease. Such limits may be provided by a single policy or by a combination of primary and excess policies.

**11.1.1.2** If boat, barge, ship or other watercraft is employed in performance of Work, the Workers' Compensation and Employer's Liability policy shall be endorsed to include maritime liability coverage for obligations and liabilities arising from the Jones Act and General Maritime Law and the United States Longshore and Harborworkers Act. The contractor shall also provide (a) Protection and Indemnity Insurance, including Jones Act coverage and wreck removal coverage, and (b) Hull coverage with running down clause covering such watercraft. The policy limit for Protection and Indemnity Coverage shall be \$1,000,000 for each accident. Such coverage shall include contractual liability coverage. **The policy shall be endorsed to name the Owner and Architect/Engineer as additional insureds. A fully executed endorsement providing additional insured status to the Owner and the Architect/Engineer shall be attached to and made a part of each policy, and a copy of each executed endorsement shall accompany each certificate of insurance filed with the Owner.** The policy limit for the Hull Coverage shall equal the value of the insured watercraft.

**11.1.1.3** United States Longshore and Harborworkers Act coverage shall be provided where applicable.

**11.1.1.4** Automobile Liability insurance coverage for "any" automobiles owned, rented, leased, borrowed, or otherwise used by the Contractor and Subcontractors. Limits of automobile liability coverage shall be not less than \$1,000,000 combined single limit for bodily injury and property damage arising from one occurrence or, if the policy provides separate limits for bodily injury and property damage, not less than \$1,000,000 for bodily injury and \$1,000,000 for property damage. Such limits may be provided by a single policy or by a combination of primary and excess policies. The policy or policies shall provide coverage at least as broad as that provided by the most recent edition of the Business Automobile Insurance Policy promulgated by the Insurance Services Office (ISO).



**11.1.1.5** Commercial General Liability insurance providing the following coverages or their equivalents:

- .1 Premises and Operations, including bodily injury and property damage coverage;
- .2 Products and Completed Operations;
- .3 Broad Form Property Damage;
- .4 Contractual Liability;
- .5 Personal and Advertising Injury Liability; and
- .6 X, C, and U coverage;
- .7 If lead based paint or any other hazardous material is present, the Contractor must provide proof of insurance satisfactory to the Owner that provides coverage for claims associated with lead based paint or any other present hazardous material.

**11.1.1.6** Limits of Commercial General Liability insurance coverage shall be not less than \$15,000,000 combined single limit for bodily injury, personal and advertising injury and property damage arising from one occurrence or, if separate limits are provided, not less than \$15,000,000 for bodily injury, \$15,000,000 for personal and advertising injury, and \$15,000,000 for property damage. Such limits may be provided by a single policy or by a combination of primary and excess policies. The policy or policies shall provide coverage at least as broad as that provided by the Commercial General Liability policy promulgated by the Insurance Services Office (ISO) and be written on an occurrence basis only. Coverages shall be maintained continuously from the commencement of Work until the date of final payment and acceptance of the Work by the Owner. However, Products and Completed Operations coverage, with the Owner and Architect/Engineer named as additional insureds, shall be continued for three years following final payment. **The policy or policies shall be endorsed to name the Owner and the Architect/Engineer as additional insureds. A fully executed endorsement providing additional insured status to the Owner and the Architect/Engineer shall be attached to and made a part of each policy, and a copy of each executed endorsement shall accompany each certificate of insurance filed with the Owner.**

**11.1.2** Each workers' compensation and liability insurance policy shall include a waiver of subrogation as follows: All workers' compensation and liability insurance policies shall contain a waiver of subrogation endorsement in favor of the Owner and the Architect/Engineer with respect to claims or losses insured by the policies. **A fully executed endorsement providing a waiver of subrogation in favor of the Owner and the Architect/Engineer as required for each policy shall be attached to and made a part of each policy, and a copy of each executed endorsement shall accompany each certificate of insurance filed with the Owner.**

**11.1.3** Property or Inland Marine Insurance shall be carried by and be the responsibility of the Contractor as the Contractor may deem advisable on any personal property, cargo, equipment, machinery, or any other property on Georgia Ports Authority property. Except as caused by its own negligence, the Georgia Ports Authority is not responsible for personal property, cargo, equipment, machinery, or any other property which is owned or leased by Contractor or in the Contractor's care, custody or control.

**11.1.4** The insurance required herein by Article 11 shall be endorsed to provide that it is primary with respect to any insurance carried by the Owner and no insurance coverage of the Owner shall be called upon to contribute payment of any losses that would otherwise be paid by the Contractor or covered or paid by the Contractor's insurer.

**11.1.5** Certificates of insurance shall be provided to the Owner and the Architect/Engineer not later than the date Owner-Contractor Agreement bearing the Contractor's signature is delivered to the Owner. Such certificates shall be in a form acceptable to the Owner, and shall show the policies with all required coverages and endorsements. **All required endorsements shall be fully executed and shall accompany each certificate of insurance filed with the Owner.** The Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Updated certificates of insurance must be provided to the Owner at every policy renewal.

**11.1.6** The certificate(s) of insurance shall contain a provision whereby the insurer(s) issuing coverage is required to notify the Georgia Ports Authority Risk Management Department at least 30 days in advance of any cancellation or non-renewal of insurance noted on the certificate.

**11.1.7** If Contract Documents require removal or abatement of asbestos, a special endorsement deleting asbestos exclusions shall be attached to and made a part of each policy. In the absence of such endorsement, the Contractor shall purchase Pollution Legal Liability coverage meeting the requirements as shown under 11.1.1.5.7 and 11.1.7.

## **11.2 PROPERTY INSURANCE**

**11.2.1** The Contractor shall purchase and maintain at its own expense Builders Risk insurance as it deems advisable to cover this Project. The Owner shall not provide Builders Risk or other property insurance for this Project.

Such insurance shall provide coverage solely for the Project or the portion of Project which includes construction. The units of insurance shall be in at least the amount of the initial Contract Sum and shall be increased as necessary to cover any subsequent modifications or changes to the initial Contract Sum. Such insurance shall cover property employed in construction while at the Project site and property of the Owner, including materials and supplies that will become a permanent part of the construction, used in a part of or incidental to the construction operations. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed to in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has insurable interest in the property covered by the insurance provided for by this Paragraph 11.2, whichever is earlier.

**11.2.1.1** Property insurance shall be underwritten on a replacement cost basis in a "special" policy format and shall insure against the perils of fire and extended coverage including (but not limited to), without duplication of coverage, theft, vandalism, and collapse.

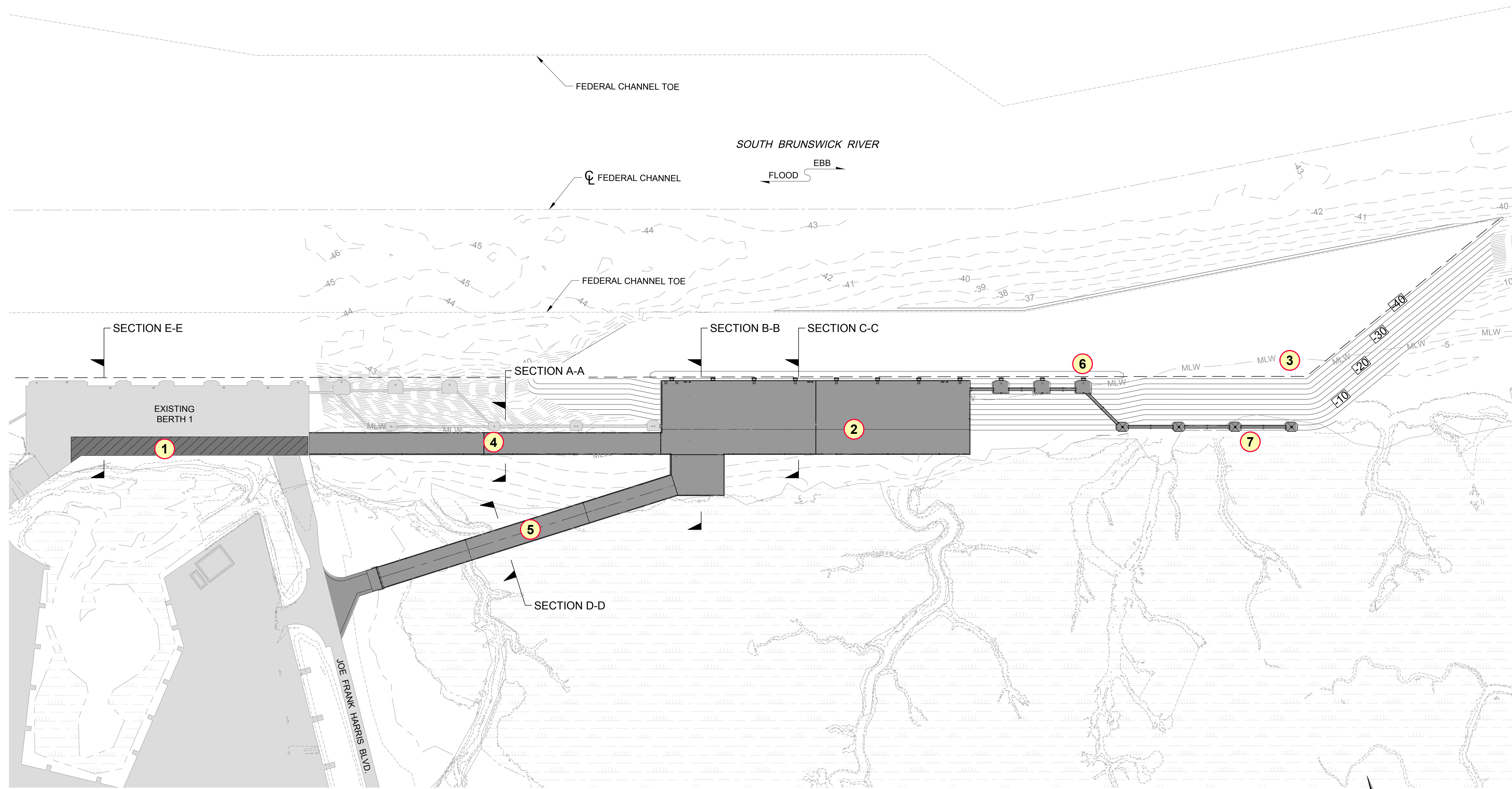
**11.2.1.2** The policy or policies shall be endorsed to name the Owner and the Architect/Engineer as additional insureds. Proof of adequate Builders Risk coverage must accompany each certificate of insurance submitted to the Owner pursuant to Section 11.1.5, above, and such certificates must contain the provision required by Section 11.1.6.

**11.2.3** A loss insured under the Contractor's Builders Risk insurance shall be settled by the Contractor as fiduciary of the Owner and any proceeds shall be made payable to the Owner.

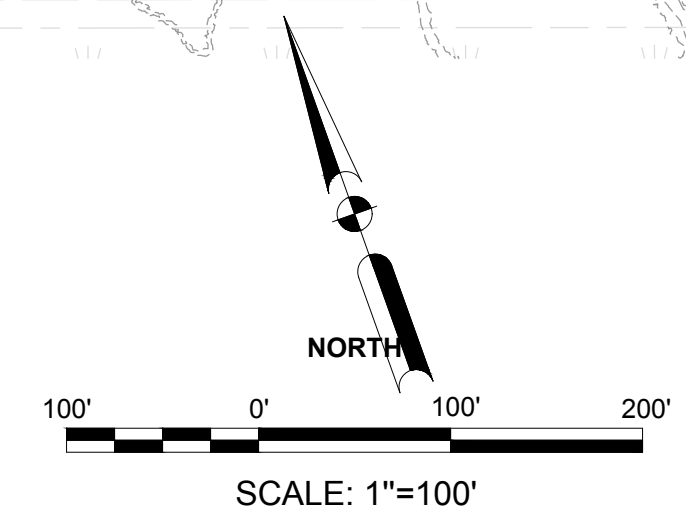
## **APPENDIX C**

### **Colonel's Island Existing and Proposed Exhibits with Cross Sections**





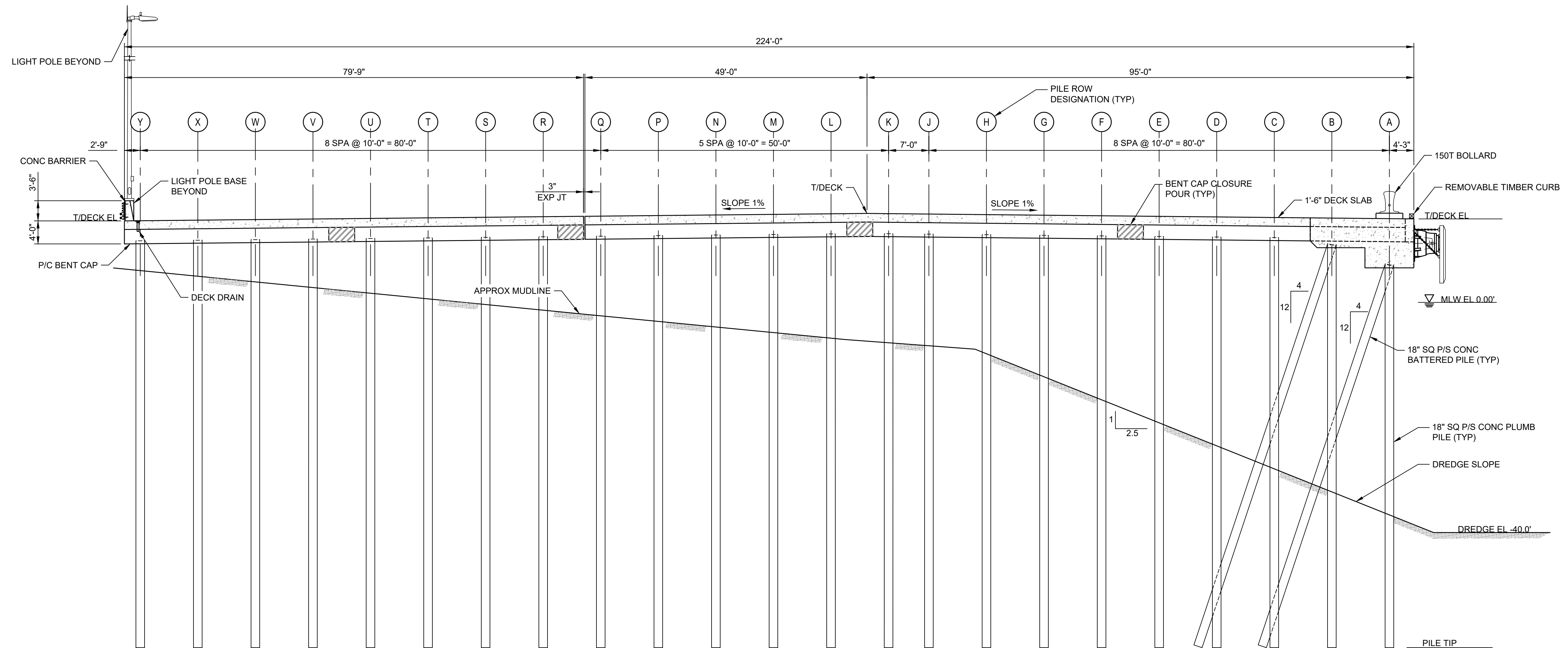
- KEY**
- ① BERTH 1 UPGRADES
  - ② BERTH 4
  - ③ DREDGING LIMITS
  - ④ DOCK CONNECTOR BRIDGE
  - ⑤ ACCESS TRESTLE
  - ⑥ BREASTING DOLPHINS
  - ⑦ MOORING DOLPHINS



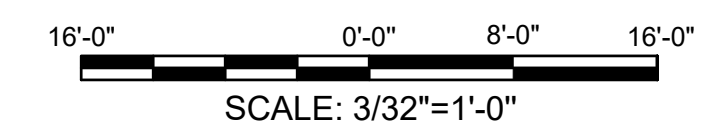
**EXHIBIT B - COLONEL'S ISLAND TERMINAL  
PROPOSED BERTH 4**





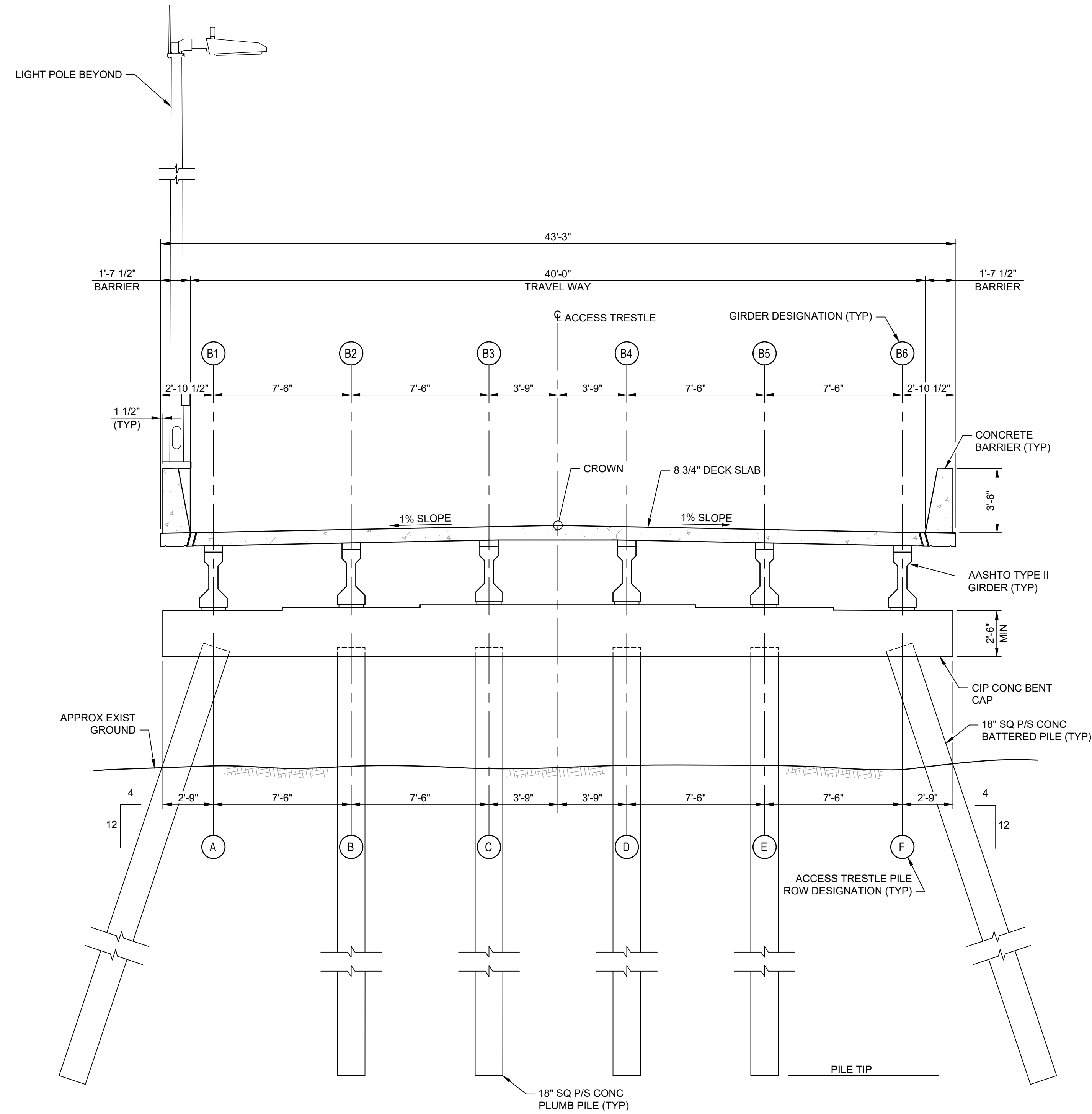


**COLONEL'S ISLAND TERMINAL BERTH 4  
BERTH 4 CONNECTION TO ACCESS TRESTLE AND DOCK CONNECTOR BRIDGE  
SECTION B-B**





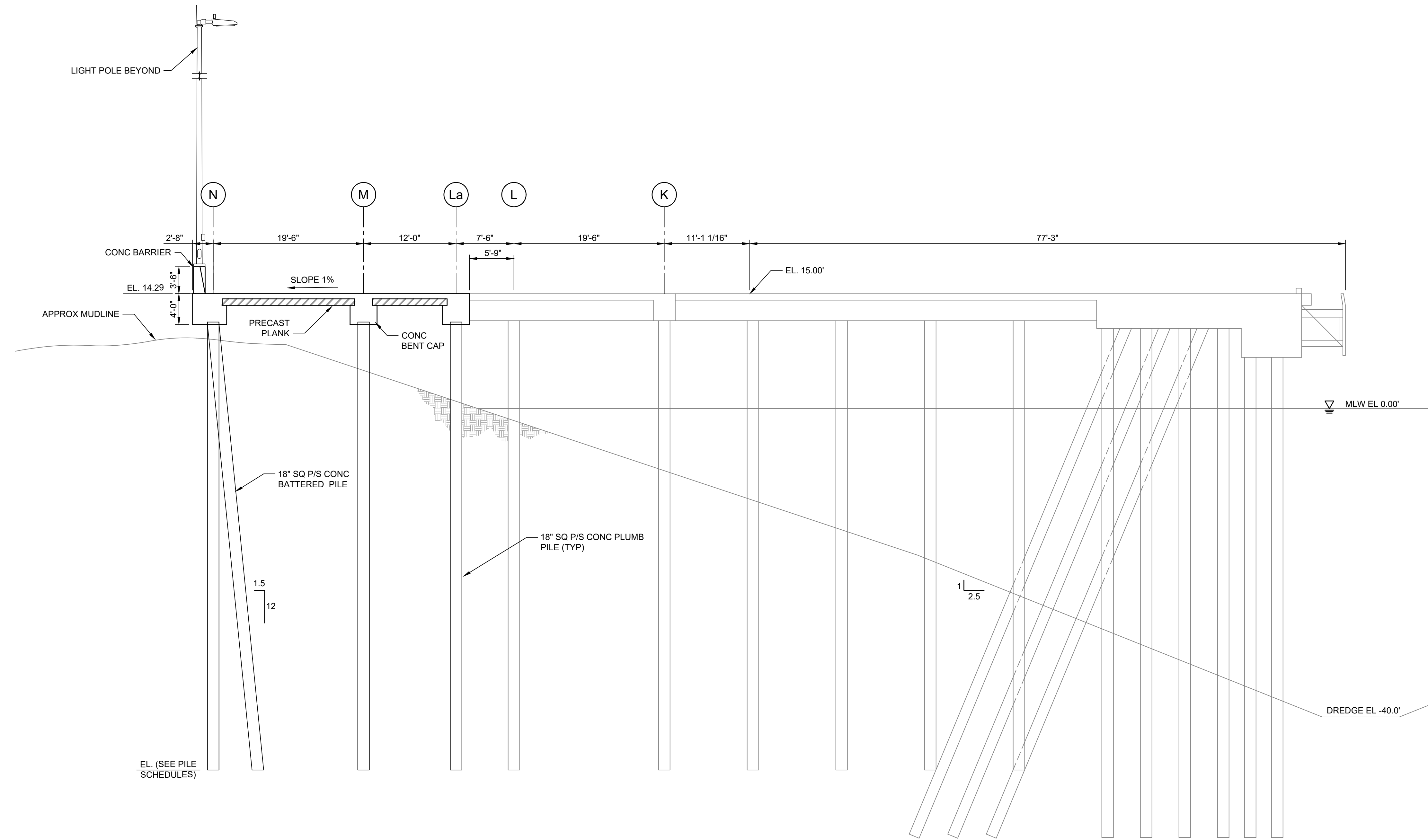




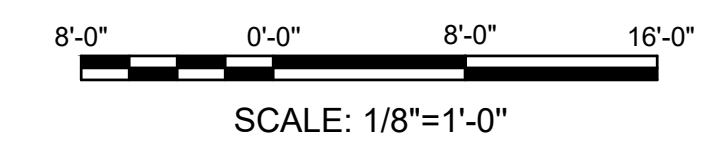
**COLONEL'S ISLAND TERMINAL BERTH 4  
ACCESS TRESTLE TYPICAL SECTION  
SECTION D-D**

4'-0" 0'-0" 4'-0" 8'-0"  
SCALE: 1/4"=1'-0"





**COLONEL'S ISLAND TERMINAL BERTH 4  
 BERTH 1 UPGRADES  
 SECTION E-E**



# **APPENDIX D**

## **Qualification Scoring Matrix**

Qualifications Scoring Matrix				
<b>Criteria 1 - Stability / 25 points Maximum</b>				
Stability of the firm, including the firms corporate history, growth, resources, form of ownership, litigation history, financials, etc.	<b>Max Pts / Item</b>	<b>Submitted</b>	<b>Response</b>	<b>Score</b>
A1. Provide basic company information: Company name, address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available). If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office separately. Identify office from which project will be managed and this office's proximity to the project site. If applicable, indicate the year the local office was established and the number of persons staffing that office and their disciplines. Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the offeror a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure? For joint venture entities that have not undertaken at least two projects together, each firm should submit its qualifications separately. Joint submittals are subject to the same submittal page limit.	4			
A2. Briefly describe the history and growth of your firm(s). Provide general information about the firm's personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices.	4			
A3. Has the firm been involved in any litigation in the past five (5) years? Describe your experience with litigation with Owners and/or Architects. List any active or pending litigation and explain. List any claims against your firm or against Owners where your firm is named.	4			
A4. List the firm's annual revenue, for the parent office and the local office separately, if applicable, for the past 5 years and supply main financial and banking references.	4			
A5. Has the firm, or a member thereof, ever been removed from a contract or failed to complete a contract as assigned? If yes, provide explanation.	5			
A6. Required bonding, insurance, licenses, cash flow, safety and Federal EIN	1			
A7. Certification Form (Exhibit A)	1			
A8. Contractor Affidavit (Exhibit B)	1			
A9. Disclosure Statement (Exhibit C)	0.5			
A10. Certificate Regarding Lobbying Form (Exhibit D)	0.5			
<b>Subtotal Points for Stability</b>				<b>0</b>
<b>Criteria 2 - Experience and Qualifications / 50 points Maximum</b>				
Firm's relevant project experience and qualifications, including the demonstrated ability of firm in effective management of construction of facilities comparable in complexity, size, and function, for Owners such as the State of Georgia and other similarly-structured organizations. This includes relevant experience and qualifications of the firm's principal Project Executive, Project Manager, and/or Superintendents; and the demonstrated proficiency of the firm in projects similar to this Project.	<b>Max Pts / Item</b>	<b>Submitted</b>	<b>Response</b>	<b>Score</b>
B1. Provide professional qualifications and description of experience for principal Project Executive, Project Manager, and/or Superintendent. At this stage, firms are asked for information on lead staff only, but may list qualifications and experience on more than one lead individual who is qualified and available for proposed project.	15			
B2. Provide information on the firm's experience on projects of similar size, function, and complexity (similar type of construction as the incumbent project). Describe no more than five (5) and no less than three (3) projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the project at hand.	20			
B3. Provide a written description of your experience on marine projects with a minimum of 150,000 CY of new work dredging. The contractor should indicate whether they have the ability to self-perform or intend to subcontract this work. List at least 3 project examples.	10			
B4. Provide a written description of the contractor's experience working on projects with federally sourced funding. Provide examples of specific procedures that have been employed on previous projects to ensure compliance with federal requirements. List no more than 3 project examples.	5			
<b>Subtotal Points for Experience and Qualifications</b>				<b>0</b>
<b>Criteria 3 - Statement of Suitability / 25 points Maximum</b>				
Suitability of the firm, including the firm's unique qualifications for the project, special services, previous experience with the Owner, regional expertise, and the firm's use of QA/QC policies relating to construction projects.	<b>Max Pts / Item</b>	<b>Submitted</b>	<b>Response</b>	<b>Score</b>
C1: Provide any information that may serve to differentiate the firm from other firms in suitability for the project. Suitability may include, but is not limited to, the firm's fit to the project and/or needs of the Owner, any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, contractor's safety program, and any techniques or methodologies offered by the firm that may be particularly suitable for this project type.	4			
C2. Provide information on any special services offered by the firm that may be relevant and available for this project.	3			
C3. Provide information on previous construction project experience at GPA's facilities.	5			
C4. Similar project experience including, but is not limited to, demolition of berth and current berthing structures, hydraulic dredging, construction of pile supported wharf structures installed over water, construction of pile supported access bridge, construction of pile supported breasting structures and mooring dolphins, construction in an active auto terminal, installation of utilities, storm and electrical duct banks for lighting.	5			
C5. Provide history of working with subcontractors in the Glynn County area market. Describe how the contractor would secure competitive proposals from local subcontractors.	4			
C.6 Describe the role of QA/QC in the execution of construction projects including the structure of the contractor's QA/QC department with an emphasis on specific personnel, procedures, and processes used to maintain quality of the construction project and the approach used to achieve workplace compliance.	4			
<b>Subtotal Points for Statement of Suitability</b>				<b>0</b>
<b>Total Points</b>				<b>0</b>

# **APPENDIX E**

## **Federal Grant Requirements**

**(For Reference)**

**U.S. DEPARTMENT OF TRANSPORTATION**  
**EXHIBITS TO MARAD GRANT AGREEMENTS UNDER THE**  
**FISCAL YEAR 2021 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP)**  
**GRANTS**

**October 27, 2023**

**EXHIBIT A**  
**APPLICABLE FEDERAL LAWS AND REGULATIONS**

By entering into this agreement for a FY 2021 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. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§ 1101–1104

- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- ee. Freedom of Information Act - 5 U.S.C. § 552, as amended
- ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. §§ 1801, et seq.
- gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. §§ 4201, et seq.
- hh. Noise Control Act of 1972 – 42 U.S.C. §§ 4901, et seq.
- ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. §§ 661, et seq.
- jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. § 303 and 23 U.S.C. § 138
- ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. §§ 9601, et seq.
- mm. Safe Drinking Water Act – 42 U.S.C. §§ 300f, et seq.
- nn. The Wilderness Act – 16 U.S.C. §§ 1131, et seq.
- oo. Migratory Bird Treaty Act – 16 U.S.C. §§ 703, et seq.
- pp. 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)
- qq. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- rr. Buy American Act – 41 U.S.C. §§ 8301–8305
- ss. 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 2021 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 2021 PIDP grant program, 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 2021 PIDP grant program:

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 2021 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 2021 PIDP grant program. 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 2021 PIDP grant program.

## 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 Consolidated Appropriations Act, 2021 (Pub. L. 116-260, Dec. 27, 2020), the Regulations for the Administration of FY 2021 PIDP grant program, 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 2021 PIDP grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2021 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, 2021 (Pub. L. 116-260), 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 MARAD 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 MARAD.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify MARAD in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify MARAD 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 MARAD 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 MARAD 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.4, “**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.4, “**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.4, “**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.4, 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 2 C.F.R. part 184.

*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 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.

*Waivers.*

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the Buy America 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*

**“Component”** means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.

**“Construction materials”** means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

- (1) The listed items are:
  - (i) Non-ferrous metals;
  - (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - (iii) Glass (including optic glass);
  - (iv) Fiber optic cable (including drop cable);
  - (v) Optical fiber;
  - (vi) Lumber;
  - (vii) Engineered wood; and
  - (viii) Drywall.

- (2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

**“Infrastructure project”** means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary

purpose of the project. See also paragraphs (c) and (d) of 2 C.F.R. 184.4.

**“Iron or steel products”** means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

**“Buy America preference”** means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

**“Manufactured products”** means:

(1) Articles, materials, or supplies that have been:

- (i) Processed into a specific form and shape; or
- (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under 2 C.F.R. 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 C.F.R. 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

**“Manufacturer”** means the entity that performs the final manufacturing process that produces a manufactured product.

**Predominantly of iron or steel or a combination of both”** means that the cost of the iron and steel content 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.

**“Produced in the United States”** means:

(1) In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) In the case of manufactured products:

(i) The product was manufactured in the United States; and

(ii) 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, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the

minimum amount of domestic content of the manufactured product. The costs of components of a manufactured product are determined according to 2 C.F.R. 184.5.

(3) In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. *See* section 2 C.F.R. 184.6 for more information on the meaning of “all manufacturing processes” for specific construction materials.

**“Section 70917(c) materials”** means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See section 70917(c) of the Build America, Buy America Act.

**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 2021 PIDP grant program 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. 200 subpart F (Audit Requirements).
- ii. The certification required under 2 C.F.R. 200.415(a).

# APPENDIX E

## EXHIBIT D

### SMALL BUSINESS AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) OUTREACH FORM

Each Bidder shall submit this form to document its outreach efforts. The GPA may request the Bidder provide additional information regarding its efforts. Attach additional pages as necessary.

**I. Small Business and DBE firms solicited during the bidding phase:**

- a. Firm 1:  
Firm Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Area of Expertise: \_\_\_\_\_  
Small Business & DBE Status: \_\_\_\_\_  
Date Contacted: \_\_\_\_\_  
Response: \_\_\_\_\_
- b. Firm 2:  
Firm Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Area of Expertise: \_\_\_\_\_  
Small Business & DBE Status: \_\_\_\_\_  
Date Contacted: \_\_\_\_\_  
Response: \_\_\_\_\_
- c. Firm 3:  
Firm Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Area of Expertise: \_\_\_\_\_  
Small Business & DBE Status: \_\_\_\_\_  
Date Contacted: \_\_\_\_\_  
Response: \_\_\_\_\_

**II. Small Business and DBE firms proposed to be utilized for this contract:**

- a. Firm 1:  
Firm Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Area of Expertise: \_\_\_\_\_  
Small Business & DBE Status: \_\_\_\_\_
- b. Firm 2:  
Firm Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Area of Expertise: \_\_\_\_\_  
Small Business & DBE Status: \_\_\_\_\_
- c. Firm 3:  
Firm Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Area of Expertise: \_\_\_\_\_  
Small Business & DBE Status: \_\_\_\_\_

**III. No Subcontracting is anticipated for this Project:** \_\_\_\_\_

By submitting this form, the Bidder certifies that it has contacted the identified firms in an effort to solicit small business and/or DBE firm(s) for this Contract:

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

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