

Request for Proposal (RFP)

November 26, 2025

RFP ID – 26401A

SSA Jacksonville, LLC

5800 William Mills Street, Jacksonville Florida, 32226

Tier 4 Diesel Loaded Container Handler (Top-Pick) Deployment

PROPOSAL DUE DATE AND TIME: Jan 7, 2026, by 11:59 p.m. Eastern Time (ET)

Contact: Micah Hultgren – micah.hultgren@ssamarine.com

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Request for Proposal (RFP) – 26401.A

BACKGROUND AND SUMMARY: SSA Jacksonville LLC (SSA) is issuing this Request for Proposal (RFP) to Qualified Vendors (Vendors) for the procurement of twenty-one (21) Tier 4 Diesel Loaded Container Handler (Top-Picks) Vehicles to be deployed starting in calendar year 2026 through 2028 at SSA Jacksonville LLC's (SSA) Blount Island Jacksonville Container Terminal (JCT). The Top-Picks are planned to be awarded to Vendors in batches of seven (7) units at a time where subsequent RFPs 26401.B and 26401.C are to be released in accordance with the provided details of within this RFP. Technical specifications and requirements are outlined in the documentation.

The Vendors shall note Buy American requirements apply based on the work being partially funded by a USDOT Maritime Administration (MARAD) Port Infrastructure Development Program (PIDP) grant.

REQUEST FOR PROPOSAL RELEASE DATE - 26401.A:	November 26, 2025
VENDOR CONFIRM INTENT TO PROPOSAL BY:	December 19, 2025
PROPOSAL DUE DATE:	January 7, 2026

Vendors are required to submit Proposals no later than the due date/time set forth in the RFP.

Vendors must complete, sign, and submit the following documents with their Proposal:

Proposal Submittal Document 1 – SSA Specification and Vendor Equipment Alignment (Attachment 1)

Proposal Submittal Document 2 – Bid Sheet, Proposal Form (Provided in Section II of the RFP)

Proposal Submittal Document 3 – Federal Supplemental Condition Forms (Provided in Section IV and V of the RFP)

RFP POINT OF CONTACT: micah.hultgren@ssamarine.com

NOTE: Potential Vendors are instructed to read all Sections of the RFP to familiarize themselves with all terms and conditions and to identify dates, times, and submittal requirements related to the development and submittal of Proposals. Vendors are further instructed to submit any questions or requests for clarification regarding this RFP to the listed contact as soon as possible.

Attachments and Exhibits are accessible at the following link:

<https://tideworks.box.com/s/4s355i8telxadq5awr97p4ff6tipkun6>

SECTION I: INSTRUCTION FOR RFP PREPARATION AND SUBMITTAL

INSTRUCTIONS REQUEST FOR PROPOSAL (RFP) & SUBMITTAL

1. INTRODUCTION

1.1. We invite qualified Vendors to submit a Proposal for SSA Jacksonville LLC (SSA) Tier 4 Tier 4 Diesel Loaded Container Handler (Top-Picks) Project, in accordance with the following Proposal Documents.

1.1.1. Attachment 1 – SSA Specification and Vendor Equipment Alignment

1.1.2. Section IV, Appendix A - Grant Documents

1.1.2.1. 00 80 10 Federal Supplementary Conditions

1.1.2.2. Buy American Acknowledgement Certification Form (00 80 10)

1.1.2.3. Disclosure of Lobbying Activities Certificate Form (00 80 10)

1.1.2.4. Certification Regarding Debarment, Suspension, Proposed Debarment & Other Responsibility Matters (00 80 10)

1.1.2.5. Fiscal Year 2020 MARAD PIPD Grant Agreement General Terms and Conditions, April 2, 2021. (See Article 18.2 Buy American Requirements)

1.1.2.6. Exhibits to MARAD Grant Agreements Under Fiscal Year 2020 PIDP Grants, March 31, 2021

1.1.3. Section V, Appendix B – SSA Contract Documents and Agreements

1.1.3.1. Main Purchase Agreement

Attachments and Exhibits are accessible at the following link:

<https://tideworks.box.com/s/4s355i8telxadg5awr97p4ff6tipkun6>

1.2. All questions or requests for clarification concerning this RFP must be submitted via email to micah.hultgren@ssamarine.com. SSA To ensure consistent interpretation of the RFP, the written answers will be sent to all Vendors. Information which would identify the inquiring Vendor will be removed. Each Vendor is responsible for requesting further explanation if they do not fully understand or believe it could be interpreted in more than one way. SSA shall have no obligation to correct, nor bear any responsibility for errors (whether by commission or omission), ambiguity, or inconsistency in this RFP. If any Vendor is aware of or believes that the RFP contains such an error, it is the Vendor's responsibility to promptly notify SSA in writing. By submitting information, the Vendor represents that they have read and clearly understand this RFP and can provide the required services.

1.3. Title VI Notice

1.3.1. SSA Jacksonville LLC, in accordance with the provision 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 Vendors 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 Proposals in response to this invitation and no businesses will be

discriminated against on the grounds of race, color, national origin, (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability in consideration for an award.

2. ESTIMATED PROCUREMENT SCHEDULE

- 2.1. The Top-Picks are to be Deployed at SSA Jacksonville LLC's (SSA) Blount Island Jacksonville Container Terminal (JCT). The Top-Picks are to be awarded in batches (intervals) of seven (7) units within estimated schedule windows. Vendors are expected to provide pricing for the first seven (7) Top-Picks for this RFP interval. Subsequent addendums, 26401.B and 26401.C, are planned for be release from SSA to Vendors during or near the described times below. Vendors will have the opportunity to provide updated pricing and proposals for subsequent interval awards. SSA reserves the right to adjust any not yet awarded quantities and delivery schedule intervals at any time. Any award to a specific Vendor does not guarantee future interval awards to that Vendor.

Equipment Award and Interval Delivery Schedule

<p><u>2026 – 1st Interval of 7 Top-Picks - 26401.A</u></p> <p>Equipment Required Delivery: October 2026 through December 2026</p> <p>Timing of 26401.A: This RFP</p>
<p><u>2027 - 2nd Interval of 7 Top-Picks - 26401.B</u></p> <p>Equipment Required Delivery: April 2027 through June 2027</p> <p>Timing of 26401.B Addendum: Estimated March 2026</p>
<p><u>2028 - 3rd Interval of 7 Top-Picks - 26401.C</u></p> <p>Equipment Required Delivery: Jan 2028 through March 2028</p> <p>Timing of 26401.C Addendum: Estimated November 2026</p>

Delivery Address: SSA Jacksonville: 5800 William Mills Street, Jacksonville FL, 32226

Delivery Hours: 8:00AM to 3:00PM Monday Through Friday. No weekend deliveries.

- 2.2. These are estimated dates which are subject to change and are provided for planning purposes only.

Task	Estimated Date
RFP 26401.A Issue Date	Nov 26, 2025
Vendor Questions Due	Dec 12, 2025,
Issue Final Addenda and Answers to Questions	Dec 19, 2025
Due Date for Proposals	Jan 7, 2026, by 11:59pm ET
SSA Evaluation of Proposals Complete (Target)	Jan 16, 2026
Notice of Intent to Award 26401.A (Target)	Jan, 2026
Contract Execution (Target)	Feb, 2026

3. NOTIFICATION TO VENDORS

3.1. INTERPRETATION, CLARIFICATION AND REQUESTS FOR INFORMATION

- 3.1.1. It is the responsibility of each Vendor before submitting a Proposal:
 - 3.1.1.1. To thoroughly examine all data identified in this Proposal Document.
 - 3.1.1.2. To become familiar with the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work and Equipment.
 - 3.1.1.3. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work and Equipment.
 - 3.1.1.4. To study and carefully correlate Vendor's knowledge and observations with this Proposal Document.
 - 3.1.1.5. To promptly notify SSA of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in or between these Proposal Documents.
- 3.1.2. Clarifications, interpretations, or supplemental instructions which change the Scope of Work and/or schedule described in the contract documents, will be issued only in the form of written addenda.
- 3.1.3. Questions received less than 4 days prior to the RFP submission date may not be answered.
- 3.1.4. Oral and other interpretations or clarifications will be without legal effect. All writing and/or oral communications not expressly included in issued addenda will be considered unofficial. Reliance on any information not expressly included in the RFP terms and conditions or in issued addenda thereto shall be done at the sole risk and expense of the Vendor.

3.2. QUALIFICATION OF VENDORS

- 3.2.1. To demonstrate qualifications to perform the Work, each Vendor must be prepared to submit within 2 days after Proposal submission, upon SSA's request, detailed written evidence, including but not limited to, financial data, previous experience, status of labor pool and present commitments. See Section III Supplemental Vendor Responsibility Criteria for information that SSA may request to confirm the Vendor Responsibility.
- 3.2.2. SSA may make such investigations as they deem necessary to determine the ability of the Vendor to perform the Work. The Vendor shall furnish to SSA all such information and data for this purpose as SSA may request. SSA reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Vendor fails to satisfy SSA that such Vendor is properly qualified to carry out the obligations of the contract and to complete the Work contemplated therein.
- 3.2.3. The Vendor and all Subcontractors shall be paid prevailing wage as required by these Contract Documents.

- 3.2.4. Vendor must provide evidence of Vendor's qualification to do business in the state of Florida or covenant to obtain such qualification prior to award of the contract.
- 3.2.5. The Vendor must be familiar with all Federal, State and local laws ordinances and regulations which in any manner might affect those engaged or employed in the Work, the materials, equipment or procedures used in the Work, or which in any other way would affect the conduct of the Work. It is assumed the Vendor is familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.

3.3. VENDOR'S REPRESENTATION

The submission of a Proposal will constitute an incontrovertible representation by Vendor that:

- 3.3.1. Vendor has complied with every requirement of this section without exception. The submitted Proposal is unconditional in all respects and does not take exception to any terms and conditions contained herein.
- 3.3.2. The Proposal is premised upon performing and furnishing the Work required by this Proposal Document, and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Proposal Document.
- 3.3.3. Vendor has given SSA written notice of all conflicts, errors, ambiguities, and discrepancies that Vendor has discovered in this Proposal Document and the written resolution(s).
- 3.3.4. This Proposal Document is generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work. The Proposal is based upon the requirements described or presented within the RFP general terms and conditions and the Attachment 1 Specifications.
- 3.3.5. The Vendor has read and understands the RFP documents and that the Proposal is made in accordance with all applicable terms and conditions. The failure of the Vendor to examine all pertinent forms, instruments, applicable statutes, or other documents shall in no way relieve the Vendor from the contractual obligations included this RFP and resultant CONTRACT.
- 3.3.6. The Vendor has the qualifications and is eligible to receive an award of the CONTRACT under applicable laws and regulations and the capacity to perform the CONTRACT within the time specified.

3.4. PUBLIC DISCLOSURE

- 3.4.1. All Submittals, including all attachments, shall become property of SSA and may be provided to the Jacksonville Port Authority (JAXPORT or The Port) and may be considered public documents under applicable Florida State. The Port will determine whether requested documents should be disclosed. In no event shall the Port be liable for any disclosure of documents and information it deems necessary to disclose under the law.

3.4.2. Verification of Proposal Prices – Following Proposal submissions, Proposals will be checked for mathematical accuracy with respect to the extensions of unit Proposal prices and the total Proposal price. If there is a discrepancy between a unit Proposal price and the extended amount of any Proposal item, the unit Proposal price shall control. The total of extensions, corrected where necessary, will be used as the amount of the Proposal for award purposes and will fix the amount of the Contract bonds

3.5. PROPOSAL EXPIRATION DATE

3.5.1. All Proposals will remain subject to acceptance for 90 calendar days after the day Proposals are submitted, but SSA may, at its sole discretion, release any Proposal prior to that date.

3.6. EVALUATION AND NOTICE OF INTENT TO AWARD

3.6.1. It is the intent of SSA to award a contract to the Vendor who best meets the RFP requirements, lead time (delivery schedule), specifications, and provides the best price or value Proposal as evaluated by SSA. The Vendor must meet the Vendor responsibility criteria described in Section 3 to be considered a responsible Vendor.

3.6.2. Weighted Evaluation Criteria Selection

Criteria to Be Rated	Description	Rater's Score	Maximum Points of 100
A. Qualifications and Experience	Has the Vendor deployed this equipment for major container seaports?		15
	Does the vendor have a team of experienced mechanics who can support issues?		
B. Technical Compliance	How well does the proposed equipment meet the minimum requirements outlined in the RFP.		20
C. Build America, Buy America Requirements and Other Legal Terms and Conditions	Did the Vendor provide self-certification letter(s) demonstrating compliance with BABA requirements? Can the Vendor agree to the Master Purchase Agreement and/or Work Order?		20

D. Warranty Package, Available Parts, and Training	Does the Vendor's warranty coverage meet the minimum requirements defined in Attachment 1. Are there any unreasonable warranty exclusions? Can the Vendor meet the requirement to provide warranty services or replacement parts within one business day of receipt of notice that the equipment is not functioning properly? Has the Vendor offered training for maintenance of the equipment?		10
E. Cost	Did the Vendor provide the requested cost details in this RFP, including a payment table and a cost information table?		15
F. Schedule	Can the Vendor comply with the schedule defined in this RFP for delivery and deployment?		15
G. Clarity and Comprehensiveness of the Proposal	Is the proposal clear, comprehensive, and understandable?		5
	Maximum Points Possible		100

3.6.3. Ranking and Award - SSA will combine the evaluation committee's final technical scores for all passing proposals and the final cost scores in accordance with the relative weights assigned to these areas as set forth in the solicitation. SSA will rank responsible Vendors according to the total overall score assigned to each, in descending order. SSA has the discretion to reject all proposals or cancel the RFP at any time prior to the time a contract is fully executed when it is in the best interests of SSA.

3.6.4. The successful Vendor will receive a "Notice of Intent to Award" by email. The letter will direct the Vendor to provide, in writing, an acknowledgement of receipt of the "Notice of Intent to Award".

3.6.5. The right is reserved to accept a Proposal, to reject any or all Proposals, republish the Request for Proposals, revise or cancel the work to be performed, or to do the work otherwise, if in the best interest of SSA.

3.6.6. SSA reserves the right to cancel its Notice of Intent to Award of any CONTRACT at any time before the execution of said CONTRACT by all parties without liability to SSA.

3.7. RIGHTS OF SSA

3.7.1. SSA reserves the right to reject any or all Proposals, including without limitations the right to reject any or all nonconforming, non-responsible, unbalanced, or conditional Proposals, and to reject the Proposal of any

Vendor if SSA believes that it would not be in the best interest of the Project to make an award to the Vendor, whether because the Proposal is not responsible, or fails to meet any pertinent standard or criteria established by SSA.

- 3.7.2. SSA retains the right to cancel the procurement and reject any or all Proposals with no liability to SSA.
- 3.7.3. SSA may reject any or all Proposals if such action is in SSA's interest.
- 3.7.4. SSA shall have the right to waive any informality or irregularity in any Proposal received.
- 3.7.5. SSA reserves the right to conduct clarifications or discussions at any time with one (1) or more of the Vendors.
- 3.7.6. SSA reserves the right to reject any Vendor that 1) is determined to be non-responsible; 2) submits an incomplete or inadequate Proposal; 3) is not responsive to the requirements of this RFP or 4) offers pricing or delivery date that SSA determines to be unreasonable.
- 3.7.7. SSA reserves the right to take any action affecting the procurement process that is determined to be in the best interest of SSA.

3.8. PROTEST PROCEDURES

- 3.8.1. A Vendor protesting any aspect of the procurement process, including bidding documents, procedures, Vendor responsibility determinations, contract awards, or other related matters, Vendor shall cause a written protest to be filed with the appropriate RFP issuing SSA. Instructions for filing a protest, and SSA's duty to respond must be clearly outlined in all RFPs with federal funding as follows:
- 3.8.2. Filing a Protest: Vendors must submit protests in writing to SSA within two (2) business days of the event giving rise to the protest (business days exclude Saturdays, Sundays, and legal holidays). The written protest shall be sent by email to the Procurement Point of Contact listed within the referenced RFP.
- 3.8.3. The written protest must include:
 - i. Name and contact information of the protesting Vendor,
 - ii. Bid RFP number and title,
 - iii. Detailed description of the specific factual and legal grounds for the protest,
 - iv. Copies of all supporting documents,
 - vi. Specific relief requested.
- 3.8.4. Review and Response: Upon receipt of the written protest, SSA will acknowledge the protest and review the submitted documentation for completeness. Within three (3) business days of receipt of the written protest, SSA may notify any other affected Vendor(s) and provide them an opportunity to respond in writing to the protest. SSA will conduct a thorough review of the protest, including all supporting documentation and responses from other Vendors. The VP of Procurement or designee will issue a final,

written decision to the protesting Vendor and any other affected Vendors within six (6) business days of receipt of the protest (or within ten (10) business days if multiple protests are filed). If no decision is issued by SSA within the specified period, the protest will be deemed rejected.

- 3.8.5. Waiver and Condition Precedent: Failure to comply with these procedures will result in waiver of the right to protest. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

4. PROPOSAL EXECUTION

4.1. PROPOSAL FORM

- 4.1.1. Proposals shall be submitted on the forms provided by SSA. The Proposal Form is included in Section II.
- 4.1.2. All blanks on the Proposal Form must be filled in completely and submitted electronically via email to micah.hultgren@ssamarine.com.
- 4.1.3. Proposal by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested to by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 4.1.4. Proposal prepared by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 4.1.5. All names must be typed or printed in black ink below the signature.
- 4.1.6. The Proposal shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form).
- 4.1.7. The address and telephone number for communications regarding the Proposal must be shown.
- 4.1.8. Evidence of authority to conduct business in Florida state must be provided.
- 4.1.9. See Section III for requirement for the Vendor to be prepared to provide Supplemental Vendor Qualifications if requested by SSA.
- 4.1.10. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in numerical figures only.
- 4.1.11. A price shall be submitted for each unit price, any extension thereof, and the total amount Proposal. Such prices shall be stated in numerical figures only.
- 4.1.12. The Vendor shall make no conditions or stipulations on the Proposal or qualify its Proposal in any manner.
- 4.1.13. The Proposal Form shall include the legal name of the Vendor. The Proposal Form shall be signed only by the person or persons legally authorized to bind the Vendor to a CONTRACT.

4.2. STATE AND LOCAL TAXES:

- 4.2.1. Vendor shall not add State and Local retail sales to any Proposal Price except as may be provided for in the Proposal Form Schedule of Proposal Prices.
- 4.2.2. The Work to be performed under this Contract constitutes a "retail sale" and the Contract Price is subject to State of Florida and local agency retail sales taxes. The prices on the Pricing Form shall not include state or local retail sales taxes. SSA will pay state and local retail sales tax on each payment and final payment to the Vendor for transmittal by the Vendor to the Florida State Department of Revenue or to the applicable local government. The Vendor will pay retail sales tax on all consumables used during the performance of the Work and on all items which are not incorporated into the final work, which tax shall be included in the prices on the Pricing Form.
- 4.2.3. No increase will be made in the amount to be paid by SSA under this Contract because of any misunderstanding by or lack of knowledge of the Vendor as to liability for, or the amount of, any taxes for which the Vendor is liable or responsible by law or under this Contract.
- 4.2.4. Sales tax shall be shown as a separate item on the Proposal Form. In any case where it is not included as a separate item, SSA will add the sales tax to the total of the prices shown.

5. SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS.

- 5.1. The due date and time for Proposal submittals is January 7, 2026, by 11:59 p.m. Pacific Time.
- 5.2. SSA is requiring electronic Proposals for this procurement. Hard copy submittals will not be accepted.
 - 5.2.1. Proposals must be emailed to micah.hultgren@ssamarine.com. It is the responsibility of the Vendor to ensure timely submittal and receipt of Proposals.
 - 5.2.2. The e-mail subject shall include the RFP title due date.
 - 5.2.3. Vendors are responsible for ensuring timely submittal and receipt of Proposal.
 - 5.2.4. SSA is not responsible for the Vendor's technical difficulties in submitting Proposals electronically.
 - 5.2.5. Late submissions of Proposals are subject to be rejected.
 - 5.2.6. Vendors failing to comply with the requirements of this paragraph may be determined to be non-responsive and may not be evaluated further.

- 5.3. Vendor shall submit Proposals in response to this RFP in English and in U.S. dollars. Vendors may submit modifications to their Proposal at any time before the due date and time established for Proposal submittal.
- 5.4. Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered via email to the noted contact.
- 5.5. If, within 24 hours after Proposals are submitted, the Vendor files a duly signed, written notice with SSA and promptly thereafter demonstrates to the reasonable satisfaction of SSA that there was a material and substantial mistake in the preparation of its Proposal, that Vendor may withdraw its Proposal. Thereafter, that Vendor may be disqualified from further Proposals on the Work to be provided under this Proposal Document.
- 5.6. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of written notice by SSA.

6. PROPOSAL SUBMITTAL/EVALUATION

- 6.1. SSA reserves the right to accept or reject any or all Proposals in their entirety or in part and to waive informalities and minor irregularities and to contract as the best interest that SSA may require. During the review process, if SSA determines that a requirement(s) may be modified or waived and still allow SSA to obtain Goods that substantially meet the requirements of the CONTRACT resulting from this RFP, then the requirement(s) will be modified or waived for all Vendors and all Proposals will be re-evaluated in light of the change.

7. FAILURE TO EXECUTE CONTRACT

- 7.1. SSA intends to enter into a contract with the Vendor for the Work. The successful Vendor will, within 2 weeks of Notice of Award, execute the Contract and furnish all required insurance certificates. If the Vendor first awarded the Work fails to execute the Contract and furnish the documents required in the time allowed, SSA reserves the right to award the Work to another Vendor at its sole option. If a Vendor who is identified as an apparent awardee fails to execute the CONTRACT within ten (10) business days from receipt of the Notice of Intent to Award, or declares in writing its intent to not execute the CONTRACT, SSA may provide Notice of Intent to Award to the next responsive, responsible Vendor and continue in like manner until the CONTRACT is executed by an alternate responsive, responsible Vendor to whom

award is made, or further Proposals are rejected or the number of Proposals is exhausted.

8. CANCELLATION OF AWARD:

- 8.1. SSA reserves the right to cancel its Notice of Intent to Award of any CONTRACT at any time before the execution of said CONTRACT by all parties without liability to SSA.

9. GRANT FUNDING AND REQUIREMENTS

- 9.1. This project has been awarded the following grants:
 - 9.1.1. Port Infrastructure Development Program (PIDP) Grant from USDOT Maritime Administration (MARAD)
- 9.2. This project is funded in part by a USDOT MARAD grant and the entire project is therefore subject to federal terms and conditions found in the Section IV, Appendix A Grant Documents
- 9.3. See Section IV – Federal Supplementary Conditions.
 - 9.3.1. See Appendix A for further grant requirements.

10. Vendor Liability Insurance

- 10.1. Within ten (10) days after receipt of the Notice of Intent to Award, Vendor shall provide liability insurance as specified in the Main Purchase Agreement. All such insurance shall be kept in force until Final Acceptance or longer to the extent so required by the Contract.
 - 10.1.1. SSA's acceptance of the Vendor's certificate of insurance and endorsements does not waive the Vendor's obligation to comply with the insurance requirements of this contract.
 - 10.1.2. Certificates of Insurance shall list each deductible or retention in excess of \$25,000 for each line of required insurance coverage.
 - 10.1.3. The required insurance shall cover all of the Vendors' operations of whatever nature connected in any way with this Contract, including any operations under subcontract. It is the obligation of the Vendor to ensure that all Subcontractors (at whatever level) carry a suitable insurance program which provides equivalent insurance coverage and limits of liability.
 - 10.1.4. Vendor is solely responsible for all deductibles or self-insured retentions under any required policy of insurance, including any deductibles that are triggered by claims that SSA may submit to Vendor's insurance carrier as an additional insured on any policy. This deductible responsibility extends to deductibles that are owed on any policy of insurance following termination of the Contract if the event or cause of loss occurred during the term of the Contract.

- 10.1.5. Vendor shall prior to onsite work and annually thereafter provide evidence of insurance including certificates of insurance, endorsements and waivers, for itself and its subcontractors.
- 10.1.6. Cancellation/Non-Renewal - Insurance is to remain current throughout the term of the Contract. SSA shall receive documentation annually to include a certificate of insurance and all applicable endorsements to validate the insurance required herein has been purchased and is compliant with the Contract requirements within 10 (ten) days of each insurance renewal. Should any insurance required herein be terminated, cancelled, or not renewed, the Vendor will have five (5) days to obtain replacement insurance from the date of the termination, cancellation or non-renewal. Allowing the insurance to lapse, or the failure to maintain required insurance is a material breach of this contract.
- 10.1.7. Vendor may meet required insurance limits for commercial general liability and automobile liability insurance through a combination of primary and umbrella or excess insurance. Excess and coverage insurance must include the specific components of the underlying required coverage identified below. Any insurance SSA carries will apply strictly on an excess and noncontributory basis over any applicable insurance the Vendor carries.
- 10.1.8. The relationships of those with insurable interests in the Work of Vendor are as follows. When SSA is the entity hiring the Vendor and paying the Vendor for the Work. The Work includes work and materials to be installed at the Port with some elements purchased separately by SSA. The Port is the owner of the land and the existing improvements. When SSA will own the improvements of the Project.
- 10.2. Other Insurance. The insurance required within this Contract may not fully cover the Vendor for any indemnity obligations the Vendor may have to SSA or others. It is Vendor's obligation to review the scope of the Contract with Vendor's insurance agent or broker to address coverage needs for Vendor. SSA reserves the right to modify and add insurance requirements if the scope of the Contract changes during the course of construction and/or if the Contract is amended or extended beyond original agreed upon completion date.
- 10.3. Waiver of Subrogation. Without affecting any other rights or remedies, Vendor (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against SSA, its officers, agents and employees (whether in contract or in tort) on account of any loss or damage occasioned to Vendor arising out of or incident to the perils required to be insured against within the Contract. Accordingly, Vendor shall cause its commercial general liability policy to further contain a waiver of subrogation clause. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto.

End of Instruction to Vendors

SECTION II: PROPOSAL FORM



For: SSA Jacksonville, LLC

5800 William Mills Street, Jacksonville Florida, 32226

ID – 26401.A

Tier 4 Diesel Loaded Container Handler (Top-Pick) Deployment

Date: _____

PRICING FORM TO: SSA Jacksonville, LLC
5800 William Mills Street
Jacksonville Florida, 32226

**PRICING FORM
DELIVERED TO:** SSA Terminals LLC
Attn: Micah Hultgren
1131 S.W. Klickitat Way
Seattle, WA 98134
(*DELIVER VIA EMAIL – Micah.Hultgren@ssamarine.come*)

PRICING FORM BY: _____

COMPANY: _____ (“Vendor”)

ADDRESS: _____

CONTRACTOR CONTACT NAME: _____ **EMAIL:** _____

FAX NO.: _____ **TELEPHONE NO.:** _____

Having carefully examined these Documents entitled Tier 4 Diesel Loaded Container Handler (Top-Pick) Deployment dated November 26, 2025, as well as any conditions affecting the Work, the Undersigned agrees to furnish all labor, equipment, and materials (except as noted in the specifications) and to perform all Work for this project in accordance with these Procurement Documents, for the consideration of the amounts presented in the following Cost Schedule.

All prices for this Work shall include any Florida State retail sales tax that the Vendor itself pays on the purchase of materials, equipment, and supplies used or consumed in doing the Work, but prices shall not include Florida State retail sales tax on payments from SSA to the Vendor. That sales tax shall be shown as a separate item on the Pricing Form.

PROPOSAL FORM

General Description

1. The Proposal Form covers all Work required by these RFP Documents. All work not specifically set forth as a pay item in the Pricing Forms shall be considered a subsidiary obligation of the Vendor; all costs in connection therewith shall be included in the prices for the various items of Work.
2. Prices shall include all costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment and tools, and performing all labor and supervision to fully complete the Work.
3. The wage rates to be paid to all laborers, workers and mechanics who perform any part of this Contract shall be not less than the prevailing wage rates as required by Federal grant requirements described in Section IV Federal Supplemental Conditions. This requirement applies to laborers, workers and mechanics whether they are employed by the Vendor, Subcontractors, Sub-Subcontractors, or any other person who performs a portion of the work contemplated by this Contract. The Vendor is responsible for determining what class of workers are subject to prevailing wage rates.
4. Unit prices shall govern over extensions of sums.
5. All quantities stipulated in the Proposal Form at unit prices are approximate and are to be used only as a basis for estimating the total price of the Work and for the purpose of comparing the Proposals submitted for the Work.
6. Vendor agrees to make no claim for damages, anticipated profits, or otherwise on account of any difference between the amount of Work actually performed and materials actually furnished within +/- 50% of the estimated amount shown on the Pricing Form.
7. There will be no payment for Proposal items eliminated in their entirety.
8. Failure to fully complete all tables included in this section will render the Proposal unresponsive.

SSA Jacksonville LLC - Proposal Sheet

**Instructions: Please complete Excel Bid Form Attachment 2 – Proposal Sheet,
bid form pricing template for reference only**

SSA Jacksonville LLC (SSA)

RFP ID – 26401.A - Bid Sheet

Tier 4 Diesel Loaded Container Handler (Top-Pick) Deployment

Complete the form to submit prices for the purchase of Seven (7) TIER 4 Diesel Top-Picks to be Delivered to SSA Jacksonville LLC.

Specifications: See and fully complete Attachment 1 – Specifications and Vendor Equipment Alignment. Any proposals without the completed Attachment 1 information will be rejected.

Invoicing: Upon delivery and commissioning of a unit.

Delivery Address: SSA Jacksonville: 5800 William Mills Street, Jacksonville FL, 32226

Delivery Hours: 8:00AM to 3:00PM Monday Through Friday. No weekend deliveries.

PURCHASE OF SEVEN (7) TIER 4 Diesel Top-Picks					
Item	Description	Estimate Quantity	UOM	Unit Cost	Total
1	Tier 4 Diesel Loaded Container Handler (Top-Pick)	7	EA	\$ -	\$ -
2	Shipping, Handling, and On-Site Commissioning - SSA Jacksonville	7	EA	\$ -	\$ -
3	Warranty - See Attachment 1 Requirements	7	EA	\$ -	\$ -
4	OEM-Certified Maintenance/Service Training	1	EA	\$ -	\$ -
Total Cost Items (1-4)					\$ -
Sales Tax					\$ -
Total Project Cost					\$ -

Lead Time in Weeks After Contract Execution:	
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CONTRACTOR ACKNOWLEDGEMENT OF SSA SAMPLE CONTRACT REVIEW:

- ☐ I have reviewed SSA Sample Main Purchase Agreement(s) per RFP Appendix B and Insurance Requirements and have no comments.

Proposal Form will not be considered complete without submittal of completed forms provided below, including List of Subcontractors, Contractor's Senior and Supervisory Staff.

Name of Firm			
Signature	By (type or print)	Title	
Business Address	City	State	Zip
Telephone Number	Fax Number		

The following must be included with the completed Proposal Form as stated in Proposal Submittal Document 2, forms located in Section IV – Federal Supplementary Conditions.

Appendix A - 00 80 10 Federal Supplementary Conditions Found at:

<https://tideworks.box.com/s/4s355i8telxadg5awr97p4ff6tipkun6>

- Attachment A – Buy American Certification
- Attachment B – DISCLOSURE OF LOBBYING ACTIVITIES CERTIFICATE
- Attachment C – Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters

END OF SECTION

SECTION III: SUPPLEMENTAL VENDOR RESPONSIBILITY CRITERIA

ARTICLE 1: OVERVIEW

QI-01.01 – RESPONSIBILITY EVALUATION

- A. The Vendor shall demonstrate to the satisfaction of SSA that the Vendor is qualified to perform the work under this Contract and is therefore a responsible Vendor. To be responsible, the Vendor, subcontractors, and project team members must demonstrate an appropriate level of experience, technical competence and successful past performance of work. The information requested in this section will assist SSA in making such determination.
- B. Qualifications will be evaluated as a matter of Vendor responsibility. In the event SSA finds the Vendor's qualification information lacking or if SSA determines that the Vendor, subcontractor, and/or project team member(s) are not qualified, SSA may elect (in its sole discretion) to do one, more than one, all, or none of the following:
 - 1. reject the Vendor,
 - 2. meet with the Vendor,
 - 3. request additional information,
 - 4. allow Vendor opportunity to correct the deficiency by (a) providing additional information and/or (b) proposing other project personnel or subcontractors, and/or take other appropriate measure.

Timeliness of Contract Execution is critical to success of this project; therefore, SSA may give a Vendor limited or no opportunity and time to remedy a matter(s) of responsibility before rejecting the Proposal and going to the next lowest responsive and responsible Vendor. Such decisions are in the sole discretion of SSA.

- C. To assist SSA in the review of the Vendor's qualifications, the Vendor must provide the information required by each item set forth below. SSA reserves the right to consider any other information about the Vendor, whether provided by the Vendor or obtained through some other way and whether in writing or otherwise, to verify, clarify, or otherwise evaluate the Vendor's responsibility.
- D. SSA reserves the right to contact references and investigate past performance and qualifications of the Vendor, subcontractor, and project team members, including contacting third parties and/or the references provided by the Vendor.
 - 1. SSA may contact references for other projects, even though the Vendor did not identify those projects and/or references.
 - 2. References may be asked to rate the performance of and describe their experience with project team members, subcontractors, the Vendor, and/or members of the Joint Venture (JV) or other, similar Business Organizational Structure (BOS) such as a partnership or limited liability partnership. Information may be solicited and evaluated on the following subjects: type and features of work; overall quality of project performance and quality of work;

experience and technical knowledge and competence of the Vendor and Project Team Members; ability, capacity and skill to perform the Work; compliance with laws, ordinances, and contract provisions; key personnel turnover; change management, claim experience, and dispute resolution experience; and other information as deemed necessary by SSA.

QI-01.02 – SIMILAR IN SCOPE AND COMPLEXITY CHARACTERISTICS

- A. For purposes of this section, projects that are “Similar in Scope and Complexity” are projects having all of the following elements:
 - 1. Deploy equipment of similar application, specification, and volumes per the contract documents.

QI-01.03 – SUBMITTAL INSTRUCTIONS

- A. Qualification information shall be submitted in a clear, comprehensive and concise manner. Submit electronic pdf files of 8½”x11” paper where possible, and a minimum font size of ten points. The cover sheet shall include this Contract Title, Contract Number, Vendor’s name, mailing address, contact person, email address and telephone number.
- B. The best qualified Vendor(s) shall submit qualification information within two (2) business days from SSA’s request for qualification information. SSA may at its sole discretion grant Vendor additional time to provide information if the circumstances justify such extension.

ARTICLE 2: QUALIFICATION INFORMATION

QI-02.01 – VENDOR’S EXPERIENCE

- C. At the Request of SSA, The Vendor shall demonstrate it has successful past experience and competence in managing and performing:
 - 1. No less than three (3) equipment procurement projects Similar in Scope and Complexity within the last five (5) years.
 - 2. Has manufactured or procured similar size and type of equipment for a long period of time.

QI-02.02 – PROJECT TEAM MEMBERS

- A. If applicable, the Vendor shall demonstrate that the individuals making up the project team have successful past experience for each of the elements identified herein. The experience, technical competence, and qualifications of each project team member will be reviewed and evaluated. By identifying the project team members in the qualification information, the Vendor is committing to making the individuals available and responsible for the day-to-day management, supervision, and/or performance of the tasks identified throughout the duration of the project.

QI-02.03 – CONTRACT HISTORY

- A. SSA will evaluate to determine if the Vendor’s contract history demonstrates quality of past performance and the capability to successfully manage and construct this Project.

B. Identify if within the past 5 years that the Vendor or, if the Vendor is a JV or other, similar BOS, any member of the JV or other, similar BOS has:

1. Had a contract terminated for cause or default;
2. Has been (a) convicted of a willful violation or (b) issued a willful violation citation by Department of Labor & Industries, or similar organization with jurisdiction in the United States;
3. Been in bankruptcy, reorganization and/or receivership;
4. Been disqualified by any federal, state or local agency from being awarded and/or participating in public contracts.

C. Explain the circumstances surrounding the event identified above.

QI-02.04 – ADDITIONAL INFORMATION

- A. At SSA's request, provide any additional explanation or information, which would assist in evaluating the qualifications of the Vendor, subcontractors, project team members, and Proposal price.

QI-02.05 – SSA MAY WAIVE ANY STATED MINIMUM VENDOR RESPONSIBILITY QUALIFICATION; PROPOSAL PROTESTS RELATED TO SUPPLEMENTAL VENDOR RESPONSIBILITY CRITERIA

- A. SSA intends to strictly construe all minimum Vendor responsibility requirements stated herein. Vendors failing to satisfy all minimum Vendor responsibility requirements may be disqualified as set forth in QI-01.01.B. Notwithstanding the foregoing, SSA, at its sole discretion, may waive any minimum Vendor responsibility requirement stated herein if it believes doing so is in the best interest of SSA. By submitting a Proposal, all Vendors acknowledge that SSA is under no obligation to waive any failure of a Vendor to meet all minimum Vendor responsibility requirements stated herein.

B. By submitting a Proposal, all Vendors acknowledge and agree that:

1. Vendors are precluded from protesting SSA's decision to waive or modify any minimum Vendor responsibility requirement as it relates to one or more Vendors;
2. Vendors are precluded from protesting SSA's decision not to waive or modify any minimum Vendor responsibility requirement as it relates to one or more Vendors; and
3. Vendors are precluded from protesting SSA's determination of whether any other Vendor's qualifications satisfy or do not satisfy the minimum Vendor responsibility requirements.

END OF SECTION

SECTION IV: FEDERAL SUPPLEMENTARY CONDITIONS (Appendix A)

SECTION V: SSA CONTRACT DOCUMENTS AND AGREEMENTS (Appendix B)