



CROWLEY[®]


**Talleyrand Marine Terminal
Refrigerated Container Storage
System & Electrical Infrastructure**

Jacksonville, Florida

Invitation to Bid

August 1, 2025

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

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1. Introduction

Crowley Liner Services, Inc. (hereinafter “Crowley”) is seeking to engage one (1) Contractor (hereinafter referred to as “Bidder or Contractor”) for construction of a Refrigerated Container Storage System and Electrical Infrastructure System as specified in the Scope of Work, Drawings, and Specifications (hereinafter referred to as “Project”).

Crowley's aim is to provide an enhanced storage system providing optimal storage efficiency, by providing reliable, best-in-class storage operations, while ensuring the safety and security to both Crowley, Crowley's customers, their employee's, property, and services.

The project is funded by a combination of federal grants as well as private funding. All grant funding agreements have been completed, executed, and funds are obligated for expenditure.

This Invitation to Bid (“ITB”) is issued for the purpose of soliciting construction bids from prospective contractors. Bidders must submit the information and documentation required in the format and order requested. Contract award will be based on the best value proposal, per score card performance, and evaluated on prior project experience and performance, team experience and capacity, approach for achieving schedule milestones and maintaining budget compliance, and total project cost.



Figure 1 – Conceptual rendering of the proposed Refrigerated Container Rack

1.1 **Scope Of Work**

Crowley currently leases part of the Talleyrand Marine Terminal (TMT) from Jacksonville Port Authority (JAXPORT) to operate as a marine container terminal. Crowley intends to construct five (5) new four high reefer racks supporting a total of 160 reefer plugs and 20 new maintenance reefer plugs to support continued growth and increased utilization.

Crowley's terminal is called 'Crowley Talleyrand Marine Terminal'.

The terminal will be in operation at all times during construction. Construction Phasing is designed to allow required container capacity and access to container storage areas at all times during construction.

The construction shall be performed in three (3) phases, as shown on the Drawings. A phase is defined as the area shown on the Drawings including components therein. Each phase is expected to be constructed in the numerical sequence shown while also minimizing disruption to existing operations.

The completed work will be constructed in phases and will provide Crowley with new refrigerated container storage racks including the following elements.


- Five (5) new 4 high refrigerated storage racks on a concrete mat foundation
- Concrete leveling pads
- New electrical infrastructure and distribution system
- Sanitary sewer system adjustments.
- Relocation of high mast light pole (HMLP) circuit.
- Relocation of other existing electrical and communications circuits
- New electrical pedestals for connection of reefers in the maintenance area.
- Pavement striping.

The Project is to be constructed in three phases as shown on the Drawings. The sequence of phases shall start with Phase 1 and conclude with Phase 3.

Operations of the terminal must be continuous, and the Contractor shall coordinate with the Owner when transferring between Phases to ensure that continuous operations are maintained.

The Contractor will not be permitted to move to a new phase until the previous phase is complete and a formal Notice to Proceed has been given by the Construction Manager to move to the next phase.

The Contractor will be given Notice to Proceed with Phase 1 when the Contract is awarded, or as notified in writing soon after by the Construction Manager and the Tenant. Phase 1 will be empty and vacant when Notice to Proceed is given to the Contractor.

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2. Project Team

2.1. Owner

Crowley is a U.S.-owned and operated marine solutions, transportation and logistics company providing services in domestic and international markets through four operating lines of business that encompass Puerto Rico/Caribbean liner services; Latin America liner services; logistics; marine contract solutions, including ship management; deep sea petroleum transportation; and petroleum transportation, distribution and sales in Alaska.

Crowley was founded in 1892, when founder Thomas Crowley — the grandfather of current chairman and CEO Thomas B. Crowley Jr. — purchased an 18-foot Whitehall rowboat to provide transportation of personnel and supplies to and from ships anchored on San Francisco Bay. Expanding geographically and into new lines of business over the years, the company has grown to more than 6,300 employees worldwide with annual revenues of more than \$2.5 billion.

Today, Crowley owns, operates and/or manages a fleet of more than 200 vessels, consisting of RO/RO (roll-on-roll-off) vessels, LO/LO (lift-on-lift-off) vessels, articulated tug-barges (ATBs), LNG-powered container/roll-on, roll-off ships (ConRos) and multipurpose tugboats and barges. Land-based facilities and equipment include port terminals, warehouses, tank farms, gas stations, office buildings, trucks, trailers, containers, chassis, cranes and other specialized vehicles.

2.2. Engineer of Record


The Engineer of Record (EOR), AECOM Technical Services, Inc., is contracted directly by Crowley, to develop design documents for the Project. Once construction commences, the EOR will work with the Owner to review and approve submittals required by the design documents, as well as respond to Requests for Information, and attend project meetings.

3. ITB Guidelines

3.1. Acknowledgment of ITB Receipt

Please acknowledge receipt of the ITB document via email to both: Richard.Booth@Crowley.com and Marvin.batres@crowley.com

In the event you elect not to proceed with submission of a bid to Crowley, please inform us of your decision via email to both Richard.Booth@Crowley.com and Marvin.batres@crowley.com.

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3.2. Questions, Inquiries, and Clarifications

All questions or requests for clarification concerning this bid must be submitted via email to both Richard.Booth@Crowley.com and Marvin.batres@crowley.com.

To keep to the bid schedule, Crowley requests that all questions regarding the bid be submitted via email by **the date listed in the following Bid Schedule** to both Richard.Booth@Crowley.com and Marvin.batres@crowley.com.

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

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

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

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


3.3. Contacts and Important Dates

Notice of Intent to respond, to the ITB, must be submitted via email no later than 5:00pm EST on the date listed in the following Bid Schedule.

Bid responses must be submitted by electronic (email) submission. Electronic submissions must be delivered no later than 4:00pm EST on **the date listed in the following Bid Schedule**. Electronic copies are to be submitted to: richard.booth@crowley.com and Marvin.batres@crowley.com.

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

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

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Bid Schedule:

Milestones	Date
Release of ITB	August 1, 2025
Pre-Bid Meeting & Site Visit	August 13, 2025
Communication of intent to bid to Crowley	August 18, 2025
Bidder Questions Due	August 18, 2025
Crowley answers to all Bidder Questions	August 25, 2025
Bid responses received by Crowley	August 29, 2025

Anticipated Project Milestones:

Milestones	Date
Anticipated Notice to Proceed (NTP)*	September 22, 2025
Full Substantial Completion	Within 365 days of NTP

*NTP will be awarded earlier if possible

3.4. No Guarantee

Crowley is not committed to any course of action as a result of its issuance of this ITB and/or its receipt of information from you or other Bidders in response to the ITB in part or full. The issuance of this ITB does not imply that Crowley is making an offer to conduct, expand, or terminate business with any Bidder.

Crowley reserves the right to accept a complete response, or portion thereof, or to accept none of the responses. Your preparation and submission of a response does not commit Crowley to award the business to any Bidder even if all the requirements are met.

All costs associated with preparing Bidders proposal in response to this ITB and for providing any additional information requested by Crowley to facilitate the evaluation process are the sole responsibility of the Bidder and will not be reimbursed by Crowley

3.5. Conflict of Interest

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

3.6. Disadvantaged Business Enterprise (DBE) Utilization

When possible, the Contractor or subcontractor should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered for work on this project as set forth in the contract documents. While the utilization is not mandatory to be awarded the project, utilization of M/W/DBE firms is encouraged when possible. The intention of this provision is to encourage inclusion of qualified diverse business enterprises in the Project but not to limit participation solely to such enterprises. No minimum M/W/DBE participation requirements are established for this project.

3.7. Federal Funding Sources

The project is funded, in part, through grants issued by the United States Department of Transportation. As such, the project, including any potential general contractor and its subcontractors, is subject to certain compliance, funding, mandatory obligations and requirements. Assistance from the Bidder will be required on a recurring basis to comply with Federal funding agreements. These mandatory requirements are outlined in the contract documents and include, in part, Davis Bacon prevailing wages, Build America Buy America (BABA) requirements, contract work hours and safety standards, equal employment opportunity, non-discrimination, suspension & debarment, and anti-lobbying provisions. Refer to the contract documents for complete requirements.

3.8. Bidder Shortlist and Interviews

At the Owner's discretion, the top three Bidders achieving the highest ranking may be selected to advance to an interview phase. If interviews are conducted, the top Bidders will be invited to provide a best and final bid proposal. Alternatively, Crowley, at its sole discretion, may elect to forgo the shortlist and interview phase and may instead award the project to the highest scored respondent based on bid responses alone if determined to be in the best interest of the project.

4. Bid Submission & Selection

Proposals should follow all bidding requirements outlined in the Bidding Documents. Crowley expects that Bidders will respond completely. If all listed minimum proposal content is not included, Crowley will assume that the bidder cannot be responsive to the ITB and, at Crowley's sole discretion, may elect to disqualify the Bidder. All aspects of the proposal will be used in the evaluation and selection process.

4.1. Bidder's Qualifications Statement

Each Bidder shall complete the Bidder's Qualifications Statement attached to this ITB.

4.2. Bid Form

The Bidder shall submit their competitively priced bid form in accordance with the Bid Documents. Bid Form shall be accompanied by all documents, forms, and schedules as detailed in the Bid Documents, including duly executed bid bond. The Bid Form can be found in the project Specifications Section 00 41 13.

4.3. Assumptions, Clarifications, and Modifications

Provide a detailed account of any assumptions and clarifications relied upon when preparing the bid pricing. Additionally, provide a statement of acceptance of the contract, or if not accepted, identify any objections or proposed modifications to the contract Agreement and General Conditions. The extent and substance of any Bidders' proposed modifications to the contract will be considered in the scoring and selection criteria.

4.4. Bidder Minimum Requirements

The minimum requirements of all Bidders shall be as outlined in the Bid Documents and include:


- a) Bonding capacity to provide Payment and Performance bonds in the amount of 100% of contract value. Provide documentation supporting financial capacity.
- b) Bidders shall have the legal ability to enter into a general contractor construction contract and shall be licensed, bonded, and insured to perform the work, as required by applicable law. Evidence of such license and legal ability shall be presented with the bid submission.
- c) Suspension and Debarment. Contractor is required to verify, and certify, that neither it nor any of the Contractor's principals, or subcontractors, are excluded, disqualified, or otherwise ineligible (as such terms are defined at 31 CFR Part 19, Subpart I) for participation in a covered transaction. Further, Contractor shall certify that it nor any subcontractor, supplier, consultant or vendors are listed as debarred or suspended on the debarment lists maintained by the State of Florida and the Federal Government.
- d) Completed at least three (3) similar projects performed in the last 10 years with one (1) project of at least \$3 million in contract value.

Crowley reserves the right to reject any Contractor's bid, should, in Crowley's sole judgment, the Contractor is or appears to be unqualified or incapable of successfully completing the project in a safe and timely manner.

4.5. Selection Criteria

Selection and award will be based on a best value evaluation. Competitive bidders will provide a competitive pricing proposal to accompany an experienced project team with demonstrated qualifications. The criteria to be used for the evaluation and selection of proposals received include:

- Experience & Team Qualifications (30 percent)
Proposal will be evaluated for the experience, qualifications, and demonstrated technical capability of the project team with work of similar type and magnitude.
- Capacity & Schedule (10 percent)
Bidders will be evaluated on their capacity and ability to effectively and efficiently execute the project in a safe and timely manner.
- Safety & Environmental Compliance (5 percent)
Safe and efficient project execution is essential. Bidders will be evaluated on safety records, safety management plans, and environmental compliance policy & history.
- Regional Presence (5 percent)
Proposals will be evaluated for their regional resource inclusion plans and experience in the vicinity of the project. Particularly in the State of Florida. Any M/W/DBE inclusion will be considered.
- Price (50 percent)
Evaluation of bid pricing for completeness and competitiveness. The lowest responsive and responsible bidder will be awarded full points for this category. For subsequent responsive and responsible bidders, points will be discounted proportionally.

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Crowley will use a Best Value selection process. For purposes of this ITB, Best Value is the highest overall evaluation score considering key evaluation criteria listed above. Crowley is committed to a fair and thorough selection process; as such, a Selection Committee will be established to ensure consistency in the evaluations. The Selection Committee will recommend the highest rated Bidder with which to enter into a contract.

4.6. Award – Primary Contractor Statement and Guarantee

Crowley reserves the following rights, at our sole discretion, concerning the proposals received in response to the ITB:

- To accept or reject a bid in whole or in part.
- To reject any or all bid received from this request without explanation.
- In regard to this request Crowley's decision will be final and not subject to review.

5. Bid Documents

For detailed scope of work including drawings, specification, contractual information, and other important documents, including, but not necessarily limited to, the items listed below, **please request a Bid Documents download link from Crowley Procurement** at both: Richard.booth@crowley.com and Marvin.batres@crowley.com.

Bid document requests shall include the following information:

- Company Name
- Address
- Contact Name(s)
- Phone Number
- Email Address

Bid Documents include:

- Contract & Forms
- Project Manual – Volume 1 – Front End Specifications
- Project Manual – Volume 2 – Technical Specifications
- Project Manual – Volume 3 – Schedule of Appendices (Reference Documents)
- Design Drawings – Issued for Bid

CONTRACTOR'S QUALIFICATIONS STATEMENT

Bidders to complete and return this qualifications statement with their bids.

BIDDERS'S QUALIFICATIONS STATEMENT

**BIDDER'S
NAME:**

**PRINCIPAL
OFFICE:**

(P.O. Box)

(Street)

(City, State, Zip)

(City, State, Zip)

(Telephone)

(FAX)

Bidder shall complete the Qualifications Statement as describe below. Provide attachments and additional relevant information where requested and as required.

1. ORGANIZATION & LEGAL STATUS

A. Federal Identification Number: _____

B. Bidder's organization data, provide the following as applicable:

1) Official Name:

2) Date of organization or incorporation:

3) Type of organization:

4) State of incorporation:

5) Titles, names and addresses of principal officers or partners:

C. How many years has your organization been in business?

D. How many years has your organization operated under its present name?

E. Under what other names has Bidder operated?

- F. Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.
- G. Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the key individuals proposed may have regarding this Project.

2. LICENSING & CERTIFICATIONS

- A. List states and categories in which Bidder's organization is licensed to do business.
- B. Indicate whether your organization is certified as a governmentally recognized special business class, such as minority business enterprise (MBE), woman business enterprise (WBE), disadvantaged business enterprise (DBE), etc. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

3. AFFILIATES, SUBSIDIARIES AND SUBCONTRACTORS:

- A. Provide names and addresses of affiliates and subsidiaries of Bidder's organization. Explain the work that will be done by the affiliates and subsidiaries.
- B. To the extent known, list the subcontractors to be used for major portions of work on the project. Explain the work that will be done by the subcontractors.
 - 1) _____
 - 2) _____
 - 3) _____

- 4) _____
- 5) _____

C. Based on Base Bid sum, the value of Work will be divided as follows:

- 1) Work provided by Subcontractors: Approximately _____ percent of all Work.
- 2) Work provided by Bidder's own forces: Approximately _____ percent of all Work.

4. STAFF & WORKLOAD:

- A. How many individuals are currently employed by Bidder as full-time office staff?
- B. How many individuals are currently employed by Bidder as full-time field staff?
- C. What is the average number of individuals employed full time by Bidder during the following periods of time (office and field staff)?
 - 1) Last twelve months:
 - 2) Twelve months preceding:
- D. Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.
 - 1) Attach professional resumes if available.
 - 2) Attach a Project Organization Chart if available.
- E. List major construction projects Bidder and each subcontractor has in progress.
[Provide names of projects, location, owner, percent complete and scheduled completion dates.]
- F. State your organization's total value of work in progress and under contract:

- G. Of the total value of work in progress stated above, state the dollar value of work that remains to be completed:

5. EXPERIENCE & CAPABILITIES:

- A. List categories of work that Bidder normally performs with its own forces.
- B. List and describe Bidder's major equipment on hand.
- C. Does your organization use a project management information system? If so, identify that system.
- D. List projects Bidder and or each subsidiary has completed within last five years that are similar to Work described in Bidding Documents (include maximum of 5 projects). Provide at least one project example of at least \$3 million in contract value. *[Provide project name & location, summary of project scope of work, relevant features, contact information of owners, approximate values of work accomplished by Bidder, and approximate completion dates.]*
- E. How many years has Bidder and or each subsidiary been engaged in work similar to that required by Bidding Documents?

6. PROJECT SPECIFIC INFORMATION

- A. Provide a brief narrative summarizing your understanding of this project's scope, your interest in the work, and why your firm is particularly qualified.
- B. Describe Bidder's experience working in marine terminals.
- C. Describe approach to performing infrastructure projects within marine terminals or other restricted areas and in close proximity to Owner's operational activities.
- D. How does Bidder propose to meet the restricted site access security requirements? Can the Bidder provide TWIC credentials for workforce?
- E. Attach a Preliminary schedule for completing the scope of work
- F. Describe Bidder's experience working/coordinating with JEA or other electric utilities.
- G. Describe Bidder's experience constructing medium and low voltage electrical systems.
- H. Describe Bidder's experience with construction of underground civil utilities.
- I. Describe Bidder's experience with construction of steel structures.
- J. Describe Bidder's experience with construction of cast-in-place concrete foundations and/or structures.

- K. Describe Bidder's experience with construction of heavy commercial pavements.

7. SAFETY & ENVIRONMENTAL

- A. Does Bidder have a written safety program?
- B. List all safety-related citations and penalties the Bidder has received in the last three years.
- C. Attach the Bidder's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.
- D. List Experience Modification Rate (EMR) and DART Rates (days away from work, restricted or transferred) for the last 5 years.
- E. Does your company have Sustainability Goals or Targets for social/environmental performance, Scope including internal and external activities or Sustainability Plan?
- F. Please list any sustainability projects / green initiatives in which your organization was involved.

8. FINANCIAL:

- A. State your organization's average annual dollar value of construction work performed during the last five years.
- B. Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?
- C. What is total credit available to Bidder for Work described in Bidding Documents?
- D. Can Bidder meet the minimum insurance requirements for the Project listed in the Contract Documents?

- E. Can Bidder provide property insurance for the Project written on a builder's risk "all-risks" policy form as described in the Contract Documents?
- F. Can Bidder provide a performance and payment bond for this Project as required in the Contract Documents? If yes provide:
 - 1) Surety company name:
 - 2) Surety agent name and contact information:
 - 3) Total bonding capacity:
 - 4) Available bonding capacity as of the date of this qualification statement:

9. DISPUTES & DISCIPLINARY ACTION:

- A. In the past five years, has Bidder ever failed to complete any work awarded to it? (If yes, attach details.)
- B. In the past five years, has Bidder ever been terminated for any reason except for owners' convenience? (If yes, attach details.)
- C. Are there any judgments, claims, arbitration proceedings, bond claims, or lawsuits pending or outstanding against Bidder or its officers? (If yes, attach details.)
- D. Has Bidder filed any lawsuit or requested arbitration with regard to construction contracts within last five years? (If yes, attach details.)
- E. In the past five years, has Bidder been convicted of, or indicted for, a business-related crime? (If yes, attach details.)
- F. In the past five years, has Bidder been penalized or fined by a state or federal environmental agency? (If yes, attach details.)

10. REFERENCES

- A. Provide references from three (3) clients who have contracted with Bidder for similar projects where providing similar scope of services. For each reference, please indicate the scope of services provided and how the project is relevant to this bid.

1) _____

2) _____

3) _____

I hereby declare that the foregoing statements are true and correct.

Submitted by: _____
(Name of Bidding Firm or Corporation)

(Name of Authorized Person)

(Signature of Authorized Person)

(Title of Authorized Person)

(Date)

AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:

Talleyrand Marine Terminal Refrigerated Container
Storage System & Electrical Infrastructure

3001 Talleyrand Ave
Jacksonville, FL.

THE OWNER:

Crowley Liner Services, Inc.
9487 Regency Sq. Blvd.
Jacksonville, FL 32225

(Paragraph deleted)

THE ARCHITECT/ENGINEER OF RECORD:

AECOM
301 W Broughton Street, Unit 3A
Savannah, GA 31401

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Request for Proposal (RFP), Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and any other sample bidding and contract forms. The proposed Contract Documents consist of the modified form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Owner or Architect prior to the execution of the Contract, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding and Contract Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor;
- .7 the Bidder has investigated all required fees, permits, and regulatory requirements of the local, state and federal authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner;
- .8 the Bidder is a properly licensed Contractor according to the laws and regulations of Florida and meets qualifications indicated in the Procurement and Contracting Documents;
- .9 the Bidder submitting a Bid expressly represents and warrants that it has had an adequate period of time to conduct, and has conducted, the independent examinations, inspections and investigations required by the Instructions to Bidders. The Bidder submitting a Bid expressly represents and warrants that the Bid includes such allowances for contingencies as Bidder deems appropriate with respect to such risks and

- changes in the Work as the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price or Contract Time;
- .10 the Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents; and
 - .11 the Bidder, if successful, will be responsible for all errors in its Bid resulting from such Bidder's failure or neglect to comply with the Instructions to Bidders. The successful Bidder shall bear all damages and costs associated therewith, arising therefrom, or resulting from matters or conditions first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for bond or insurance premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution and Copies

§ 3.1.1 Bidders shall obtain complete Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid, in the number and for the deposit sum, if any, stated therein.

As set forth in the ITB

§ 3.1.2 The deposit shall be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in the Supplementary Instructions to Bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents, shall examine the site and local conditions, and shall notify the Owner of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Owner as set forth below.

As set forth in the ITB

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 If any workmanship, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract Documents are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such workmanship, equipment, materials, or supplies to be implied and shall provide for such workmanship, equipment, materials, or supplies in its Bid as fully as if it were particularly described.

§ 3.2.5 Neither Owner nor Architect will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be

unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bid, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bid and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Architect on account thereof.

§ 3.2.6 Important Dates:

Bidder Questions	As set forth in the ITB
Owner answers to all Bidder Questions	As set forth in the ITB
Bids Received by Crowley	As set forth in the ITB

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution, if and to the extent permitted for the Project.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be and per 00 26 00 Procurement Substitution Procedures. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall be as per 00 26 00 Procurement Substitution Procedures and shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Owner approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents, or per the approval of the Owner.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda may be issued at any time prior to the receipt of bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

§ 3.4.4.1 Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:

§ 3.4.4.1.1 Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.

§ 3.4.4.1.2 Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids that are not submitted on the forms furnished in the Bidding Documents may be rejected.

§ 4.1.1.1 Printable electronic Bid Forms and related documents are available from Engineer.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Interlineations, alterations, erasures or edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.1.8.1 The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract. Every Bidder submitting a Bid shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing the Bidder's Proposals found in Section 4.1.9 of these Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 4.1.9 of these Instructions to Bidders may nevertheless be rejected.

§ 4.1.9 The following requirements shall be observed in the signing of each Bid; any Bid that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

§ 4.1.9.1 Corporations. Each Bid submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation. A certified copy of a resolution of the Board of Directors of the corporation evidencing the authority of the officials signing and attesting the Bid to do so shall be attached to it.

§ 4.1.9.2 Partnerships. Each Bid submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney executed by all of the general partners of such partnership evidencing authority of such attorney-in-fact to sign the Bid.

§ 4.1.9.3 Individuals. Each Bid submitted by an individual shall be signed by such individual or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney executed by such individual evidencing the authority of such attorney-in-fact to sign the Bid.

§ 4.1.9.4 Joint Ventures. Each Bid submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2) and (3) above or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney executed by each signatory to the joint venture agreement evidencing the authority of such attorney-in-fact to sign the Bid. The Joint Venture shall submit its Joint Venture Agreement in effect at the time of its submission.

§ 4.1.9.5 Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

§ 4.1.10 Bids shall include sales and use taxes. Contractors shall show separately with each monthly payment application the sales and use taxes paid by them and their subcontractors in the form indicated. Reimbursement of sales and use taxes, if any, shall be applied for by Owner for the sole benefit of Owner.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security in the form and amount required in the Instructions to Bidders:

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

As set forth in the ITB

§ 4.3.1.2 Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

§ 4.3.1.1 Include Bidder's Contractor License Number applicable in Project jurisdiction.

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted. Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.

§ 4.4.2.2 Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Owner of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Owner, the Bid shall be withdrawn and not resubmitted.

§ 4.5 Provide detailed cost breakdowns on forms provided no later than two business days following Owner's request.

§ 4.6 Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two (2) business days following Engineer's request. Include those subcontractors, suppliers, and manufacturers providing work totaling two (2%) percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Owner.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in the Advertisement or Invitation to Bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the highest scored Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Owner, upon request and within the timeframe specified by the Owner, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration (pursuant to a Notice of Award) may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, or as otherwise agreed to by the Owner and Contractor, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal products, equipment and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Owner will notify the Bidder in writing if the Owner, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to cover for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner..

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.1.1 Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(Paragraphs deleted)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds, using the form Attached to the Agreement and in a final form reviewed and approved in advance by the Owner, to Owner prior to the commencement of the Work as provided under

Section 3.1 of the Agreement. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract. Bonds shall be executed and be in force on the date of the execution of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and
(Paragraphs deleted)

Contractor as modified by the Owner, and provided with the bid documents

.2
(Paragraphs deleted)

the General Conditions for Construction Contract (with Bidding Requirements and Contract Forms)

.3 Exhibits to the AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner

.4 Building Information Modeling - Not Used
(Paragraphs deleted)

.5 Drawings

Number

Title

Date

See Exhibit B

.6 Specifications

Section

Title

Date

Pages

See Exhibit B

.7 Addenda:

Number

Date

Pages

.8 Other Exhibits:
(Paragraphs deleted)

See AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor as modified by the Owner

ARTICLE 9 - EXECUTION OF THE CONTRACT

§ 9.1.1 Subsequent to the Notice of Intent to Award, and within ten (10) days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Owner's Representative in such number of counterparts as Owner may require.

§ 9.1.2 Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.

(Table deleted)

§ 9.1.3 Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement (at Section 3.1), the date of commencement of the Work shall be the date of the executed Agreement.

(Table deleted)

(Paragraphs deleted) **§ 9.1.4** In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

Crowley Code of Conduct Acknowledgement

The awarded Bidder will be required to acknowledge and follow [Crowley's Code of Conduct for Contractors](http://www.crowley.com/code-of-conduct/). Please review the link and acknowledge that as a Bidder, you would review the requirements, circulate to all of the personnel interacting with Crowley services, and acknowledge that you agree to follow the code of conduct.

Place an X next to the agreement.

<http://www.crowley.com/code-of-conduct/>

- ☐ Acknowledged and Agreed
- ☐ Acknowledged and agree with exception (please describe the exception)
- ☐ Disagree

Suspension and Debarment

Contractors are required to verify, and certify, that neither it nor any of the Contractor's principles, or subcontractors, are excluded, disqualified, or otherwise ineligible for work in the State of Florida or for the Federal Government.

- ☐ Acknowledged and Agreed
- ☐ Acknowledged and agree with exception (please describe the exception)
- ☐ Disagree. Supplier is Suspended or Debarred.

Company Name: _____

Signature: _____

Typed Name: _____

Title: _____

Date: _____

Contract Acknowledgement and Acceptance

The Bidder has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions with:

_____ No proposed modifications. Or

_____ With the following proposed modifications [provide a comprehensive redline of any proposed edits]

Company Name: _____

Signature: _____

Typed Name: _____

Title: _____

Date: _____