



CROWLEY®

**Salem Wind Port
Salem, Massachusetts**

**Request for Proposal
Construction**

March 07, 2025

Salem Wind Terminal, LLC.
9487 Regency Square Boulevard
Jacksonville, FL 32225

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AIA A701 Instructions to Bidders

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1. Introduction

Salem Wind Terminal, LLC. (hereinafter “Crowley”) is seeking to engage one (1) General Contractor (hereinafter referred to as “Bidder or Contractor”) for construction of the infrastructure improvements at the Salem Wind Port (hereinafter referred to as “Project”). Through delivery of the Project, Crowley seeks to redevelop the Salem Wind Port into a heavy lift port facility that may be used, in part, as an offshore wind turbine generator (“WTG”) marshaling hub.

The project has recently achieved several significant milestones. Chief among them are the completion of all owner furnished federal, state, and local permits. Owner furnished permits are listed in their entirety in the project manual, but include project authorizations from NEPA, USACE, Chapter 91, MEPA, CZM, Conservation Commission, and City of Salem Planning Board. Additionally, several long lead materials have been ordered and will be owner furnished to the successful bidder for installation. Owner furnished, Contractor installed materials include steel pipe pile, steel sheet pile, and precast/prestressed concrete rigid inclusions (pile). Fabrication of these materials is nearly complete will be available to the successful bidder upon contract execution. Refer to the bid documents for additional information.

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

This Request for Proposal (“RFP”) is issued for the purpose of soliciting construction bids from prospective general 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, proposed project execution plan, team experience and capacity, approach for achieving schedule milestones and maintaining budget compliance, and total project cost.



Figure 1 – Existing Site Aerial View



Figure 2 – Conceptual rendering of the proposed terminal development

2. Project Team

2.1. Owner

Salem Wind Terminal is a wholly-owned subsidiary of Crowley Wind Services, a joint venture between Crowley Maritime Corporation and Morgan Stanley Infrastructure Partners. Crowley, founded in 1892, is a privately-held, U.S.-owned and operated logistics, marine and energy solutions company serving commercial and government customers that is headquartered in Jacksonville, Florida. Services are provided worldwide by five primary business units – Crowley Logistics, Crowley Shipping, Crowley Fuels, Crowley Land Transportation Services and Crowley Wind Services.

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.

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.

2.3. Permitting Consultant

The Permitting Consultant, Tetra Tech, is contracted directly by Crowley to develop and secure Federal, State and Local permits for the project.

3. RFP Guidelines

3.1. Acknowledgment of RFP Receipt

Please acknowledge receipt of the RFP document via email to both: Richard.Booth@Crowley.com and Carmen.lopez@crowley.com

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

3.2. RFP Questions, Inquiries, and Clarifications

All questions or requests for clarification concerning this RFP must be submitted via email to both Richard.Booth@Crowley.com and Carmen.lopez@crowley.com.

To keep to the RFP schedule, Crowley requests that all questions regarding the RFP be submitted via email by **April 4, 2025**.

To ensure consistent interpretation of the RFP, 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 **April 11, 2025**.

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 RFP.

If any Bidder is aware of or believes that the RFP 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 Carmen.lopez@crowley.com.

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

3.3. Contacts and Important Dates

Notice of Intent to respond, to the RFP, must be submitted via email no later than 5:00pm EST on **April 1, 2025**.

RFP responses must be submitted by both electronic (email) and hard copy (mailed) submissions. Electronic submissions must be delivered no later than 4:00pm EST on **May 5, 2025**. Electronic copies are to be submitted to: richard.booth@crowley.com and carmen.lopez@crowley.com. Hard copies shall be delivered within two (2) business days following the electronic submission deadline.



Hard Copy (Mailed) submissions are to be delivered to:

Salem Wind Services
(c/o Correnti Kolick LLP)
70 Washington Street, Suite 316
Salem, MA 01970
Attention: John Berry

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 RFP and Bid Documents.
- Refer to the Instructions to Bidders and Supplementary Instructions to Bidders for additional information.

RFP Schedule:

Milestones	Date*
Release of RFP	March 7, 2025
Mandatory Pre-Bid Site Visit	March 26, 2025
Communication of intent to bid to Crowley	April 1, 2025
Bidder Questions Due	April 4, 2025
Crowley answers to all Bidder Questions	April 11, 2025
RFP proposals received by Crowley	May 5, 2025
Short list Announcement	(if needed, week of May 16 th)
Bidder Interviews	(if needed, week of May 26 th)
Crowley Award Decision	(targeted, week of June 16 th)
Contracting	Immediately Following Award

*Dates are subject to change

Anticipated Project Milestones:

Milestones	Date
Anticipated Notice to Proceed (NTP)**	July 9, 2025
Partial Substantial Completion***	June 21, 2027
Full Substantial Completion	October 1, 2027
Final Completion	November 1, 2027

**NTP will be awarded earlier if possible

*** Refer to substantial completion definition in the Contract for details of partial substantial completion scope.

3.4. No Guarantee

Crowley is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of information from you or other Bidders in response to the RFP in part or full. The issuance of this RFP 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 RFP 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 & State Funding Sources

The project is funded, in part, through grants issued by the State of Massachusetts, the United States Department of Transportation, and other federal agencies. 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 State and 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. Project Labor Agreement

Crowley has committed that the construction project will utilize union labor through the implementation of a Project Labor Agreement (PLA). The successful bidder will be asked to draft, negotiate, and execute a PLA with the local trade unions, as may be appropriate, for the performance of construction.

3.9. Bidder Shortlist and Interviews

The top three Bidders achieving the highest ranking may be selected to advance to an interview phase. Crowley, at its sole discretion, may elect to expand the number of Bidders advancing to the interview phase if additional bids are determined to be highly qualified, competitive, and closely scored. Following interviews, 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. Proposal Content & 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 RFP 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. Technical Proposal

In the Technical Proposal, the Bidder must address their technical approach to the work, project execution plan outlining the Bidders approach to accomplishing the project objectives, and qualifications of the team. Technical Proposal content shall include at minimum:

- a. Narrative discussing the Bidders proposed technical project approach including understanding of the major components, issues and challenges the Bidder has identified on this maritime project and how it intends to address them.
- b. Discuss key value propositions, major project risks, and identification of any modification or objections to the proposed design.
- c. Discussion of key equipment or systems to be utilized on the project (including floating plants, land-based equipment, and any specialized, unique, innovative, or proprietary systems).
- d. Discuss project sequencing including expected simultaneous work fronts and progression of work.
- e. Provide a log that identifies potential risks to the project and identify potential mitigation strategies.
- f. Describe Bidders approach to pile driving risk management including pre-driving investigations, pile installation methodology, shallow and deep obstructions strategy, spare pile requirements, and pile tip treatment strategies.
- g. Describe Bidders approach to marine structural demolition. Include discussion of demolition strategies for minimizing potential obstructions or interferences for later phases of work.
- h. Identification of proposed self-performed and subcontracted work.
- i. Discuss experience and approach to performing large scale infrastructure projects within small cities and in close proximity to neighborhoods and the local community.
- j. Describe project management approach. Describe processes, methods and systems used for pre-construction and construction services such as planning, scheduling, cost estimating, performing constructability reviews and value engineering assessments and managing daily construction activities.
- k. Describe approach to collaborating with designers, stakeholders, and relevant environmental and other governmental organizations and agencies during pre-construction and construction periods.
- l. Preliminary schedule for completing the scope of work.

- m. Provide an Organizational Chart of key project personnel including any subcontractors proposed.
- n. Provide professional resumes of proposed key project team members highlighting involvement in projects of similar scope and the expected work location of team members. Resumes provided in the proposal should reflect the professional team that will be assigned to the project if awarded.
- o. Describe qualifications and experience of the project team for recently completed works of similar scale, cost, and complexity, including projects delivered as a General Contractor (“GC”). In addition, highlight experience with multi-phased, large scale infrastructure projects that entail:
 - i. safe working preparations, practices and reporting;
 - ii. complex in-water regulatory compliance,
 - iii. complex in-water quality control particularly achieving tight pile tolerances both in plan and plumbness,
 - iv. pile driving and/or drilling of deep pile foundations.
 - v. effectively dealing with shallow and deep obstructions encountered during pile driving, and
 - vi. preparing and implementing effective, and cost-efficient quality control and quality assurance programs, inclusive of subcontractors and suppliers.
- p. Example Projects of Similar Project Size, Type and Complexity. Provide a minimum of five (5) representative projects but no more than ten (10) projects from the entire Respondent team. Include relevant information including project description and services performed, construction cost, project duration, client and location, and any relevant information reasonably comparable to the scope of this project. At least three (3) of these projects shall be waterfront projects performed in the last 10 years with aggregate value of at least \$100 million with one (1) project of at least \$75 million.
- q. Describe approach to jobsite safety. Include discussion of Bidders safety and compliance culture and any major personnel roles, authorities, oversight, activities, policies, and procedures that will be implemented on the project to ensure a safe and efficient job site. For safety experience pre-qualification Bidders shall provide Experience Modification Rate (EMR) and DART Rates (days away from work, restricted or transferred) for the last 5 years. Report any OSHA findings or enforcement actions within the last five years. Bidders part of a Joint Venture shall submit records for all entities. Any serious violations or incidents shall be identified and explained.
- r. Environmental Compliance. Please provide details of any environmental management systems that your company holds, e.g. ISO 14000 or equivalent standard. Please include a copy of any current certificate. If no certification held, please provide a description of your environmental management policy and compliance history.
- s. Sustainability. Provide narrative discussion of any sustainability policies or practices to be implemented on this project. Attach your company sustainability policy.
- t. List of the Bidders current active construction projects with a minimum project construction cost of \$25 million. Include project description, services performed, construction cost, duration, client and location.

- u. Provide references from three (3) clients who have contracted with Bidder for similar projects where providing similar scope of services.

4.2. Price Proposal

For the “Price Proposal”, the Bidder shall submit their competitively priced bid form in accordance with the Bid Documents. Price proposals shall be accompanied by all documents, forms, and schedules as detailed in the Bid Documents, including duly executed bid bond.

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, provide a comprehensive redline identifying 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 vendor are listed as debarred or suspended on the debarment lists maintained by the Commonwealth of Massachusetts’ Division of Capital Asset Management and Maintenance, the Massachusetts Department of Transportation, the Massachusetts Department of Industrial Accidents, the Massachusetts Office of the Attorney General, and the Federal Government.
- d) Completed at least three (3) waterfront projects performed in the last 10 years with aggregate value of at least \$100 million with one (1) project of at least \$75million.

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 a strong project execution plan and qualifications. The criteria to be used for the evaluation and selection of proposals received include:

- **Technical Project Approach (20 percent)**
This criterion will evaluate the Bidders proposed project execution plan including project understanding, approach, risk mitigation, value propositions, project management, collaboration, and stakeholder engagement.
- **Similar Project Experience & Team Qualifications (20 percent)**
Proposal will be evaluated for the experience, qualifications, and demonstrated technical capability of the project team with work of similar type and magnitude.
- **Schedule, Capacity & Resource Availability (10 percent)**
Proposals will be evaluated for the Bidders' ability to allocate resources and timely meet the project schedule. Resources may include several categories including management, labor, equipment, materials, financial, etc. Schedule will consider the Bidder's ability to meet the project milestones, including anticipated effort to reach contract execution and notice to proceed. Time is of the essence.
- **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 Massachusetts. Any M/W/DBE inclusion will be considered.
- **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.
- **Price (40 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.

Crowley will use a Best Value selection process. For purposes of this RFP, 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 RFP:

- To accept or reject a proposal in whole or in part.
- To reject any or all proposals received from this request without explanation.

- In regard to this request Crowley's decision will be final and not subject to review.

5. Bid Documents

For detailed Scope of Work, 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 Carmen.lopez@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



AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:

Salem Wind Port/MassCEC Salem Terminal
67 Derby Street
Salem, MA 01970
42-acre offshore wind marshalling terminal in Salem, MA

THE OWNER:

Salem Wind Terminal, LLC
9487 Regency Sq. Blvd.
Jacksonville, FL 32225

(Paragraph deleted)

THE ARCHITECT/ENGINEER OF RECORD:

AECOM
1 Federal Street, 8th Floor
Boston, MA 02110

TABLE OF ARTICLES

- 1 **DEFINITIONS**
- 2 **BIDDER’S REPRESENTATIONS**
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- 8 **ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

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 Massachusetts 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 RFP

§ 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 RFP

§ 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 RFP
Owner answers to all Bidder Questions	As set forth in the RFP
RFP Proposals Received by Crowley	As set forth in the RFP

§ 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.

As set forth in the RFP

§ 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 RFP

§ 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

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: _____

Environmental and Social Governance Questionnaire

All Bidders must provide answers to the following ESG questions.

ID	Question	Question Text	Response
1	SMDB	Are you certified as a small, diverse, minority owned, or veteran owned business?	
2	SSQ - Sustainability Updates	Does your company have Sustainability Goals or Targets for social/environmental performance, Scope including internal and external activities or Sustainability Plan?	
3	SSQ- Voluntary Initiatives	Does your company participate in any voluntary environmental, social, or governance-related initiatives (e.g., RE100, Getting to Zero Coalition, Maritime Anti-Corruption Network, UN Global Compact)?	
4	SSQ- Sustainable Green Initiative	Do you invest in any Sustainability initiatives?	
5	SSQ- Sustainable Green Initiative	Please list any sustainability projects / green initiatives in which your organization was involved.	
6	SSQ-005 Strategy	Has your company developed a strategy, including policies, procedures, and programs, to address the most pressing environmental, social, and governance issues for the company?	
7	SSQ - Emissions Measurement	Does your company currently measure, analyze, and evaluate CO2 emissions generated through all the productive, administrative and supply chain activities? Select the options that apply:	