

ATTACHMENT (A)

INFORMATION TO BIDDERS

1) INTRODUCTION AND SUMMARY

Crowley Marine Services, Inc. (CMS) is soliciting bids for **two (2) each John Deere Model 6090AFM85** 200kW Keel Cooled EPA Tier III Compliant Generator Sets, as specified in Attachments (E) Bid form.

This solicitation is to acquire **two (2) each John Deere Model 6090AFM85**, Tier 3 Compliant or better marine propulsion engines.

The engines must be EPA certified and compliant at the applicable marine engine Tier level. All bids must be firm fixed price and inclusive of all materials, labor, freight, and delivery of equipment. Engine installation will be performed by a qualified shipyard and is not part of this Request for Proposal (RFP). Engines must be in new condition and have manufacture dates of January 2017 or later. Engine delivery is requested to be FOB destination to a shipyard in Seattle, Washington, United States.

2) COMPLIANCE

Funding for the project is provided in part by an Environmental Protection Agency, National Clean Diesel Program grant that will be administered by the Puget Sound Clean Air Agency. Interested parties must review and comply with the following requirements:

2.1) Compliance with EPA Provisions

Selected bidders must comply with the provisions of U.S. Environmental Protection Agency cooperative agreement. Relevant grant pass through requirements include:

Comply with EPA grant Requirements General Terms and Conditions 33, "No Trafficking in Persons."

The Selected bidder on this project must and its employees, may not

- 1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- 2) Procure a commercial sex act during the period of time that the award is in effect; or
- 3) Use forced labor in the performance of the award or sub-awards under the award.

2.2) Compliance with Clean Air Agency Provisions

Selected bidders must comply with provisions of Sub-Recipient Contract between Crowley Maritime Corp. and the Puget Sound Clean Air Agency including.:

Section 11. "Right of Inspection". The Selected Bidders will provide right of access to its facilities to the Puget Sound Clean Air Agency, or any of its officers, or to any other authorized agent or official of the federal government, at reasonable times, in order to monitor, evaluate performance, compliance, and/or quality assurance under this contract.

Section 22 "Certification regarding Debarment". The Selected Bidders for this RFP must certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Selected Bidders also agree to include the above requirements regarding debarment in all subcontracts into which it enters. Selected Bidders will immediately notify Crowley Maritime Corp. if, during the term of this contract, the Selected Bidders become debarred.

Section 23. "Nondiscrimination". During the performance of this contract, the Selected Bidder will comply with all federal and state nondiscrimination laws, regulations and policies. In the event of Selected Bidder's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and Selected Bidder may be declared ineligible for further contracts with the Agency. Selected Bidder will, however, be given a reasonable time in which to remedy this noncompliance.

ATTACHMENT (A)

INFORMATION TO BIDDERS

Section 24. "Title VI." During the performance of this contract, Selected Bidder, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations

Selected Bidder will comply with the Regulations relative to non-discrimination in federally assisted programs of EPA, Title 40, Code of federal Regulations, part 7, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Non-discrimination

The Selected Bidder, with regards to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Selected Bidder will not participate either directly or indirectly in the discrimination prohibited by the Regulations.

C. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Selected Bidder for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier will be notified by the Selected Bidder of the Selected Bidder's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports

The Selected Bidder will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Selected Bidders is in the exclusive possession of another who fails or refuses to furnish this information, the Selected Bidder will so certify to the Agency or EPA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Non-compliance

In the event of the Selected Bidder's non-compliance with the non-discrimination provisions of this contract, the Agency will impose such sanctions as it or EPA may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Selected Bidder under the contract until the Selected Bidder complies, and/or (b) cancelling, terminating, or suspending of the contract, in whole or in part.

3 OTHER REQUIREMENTS INCLUDE

Termination: Crowley Marine Services. may terminate this contract at any time with or without cause by giving a thirty day (30) written notice to Selected Bidder of such termination and by specifying the effective date of the termination. Upon termination of this contract, Crowley Marine Services., in addition to any other rights provided in this contract, may require the Selected Bidder to deliver to Crowley any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

Crowley Marine Services will pay to the Selected Bidder the amount agreed upon by the Selected Bidder and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, and (iii) other property or services which are accepted by the Crowley Marine Services, unless the termination is for default, in which case Crowley Marine Services will determine the extent of the liability of, and Crowley Marine Services may withhold from

ATTACHMENT (A)

INFORMATION TO BIDDERS

any amounts due the Selected Bidder such sums as Crowley Marine Services. determines to be necessary to protect Crowley Maritime Corp. against potential loss or liability.

4) ACKNOWLEDGMENT OF BID PACKAGE RECEIPT

Please email your acknowledgment (**Attachment B**) of having received this bid package as well as your intent to bid or not to bid (and reasons for not bidding) to Roy Watson by either email at roy.watson@crowley.com or fax (206) 332-8554. **Acknowledgment must be received by, Wednesday, March 18, 2020**

5) SUBMISSOIN DEADLINE

All submissions for responding to this request must be submitted on the provided bid form, Attachment (E) and signed by an authorized employee or officer of the company. Submittals must be delivered or emailed, to our office, as stated below, no later than:

Monday, March 27, 2020
No later than 5:00pm PST.

6) SUBMISSION DELIVERY ADDRESS FOR ALL SUBMITTALS

Roy Watson
Buyer, Materials Management
Crowley Marine Services
1102 SW Massachusetts Street
Seattle, WA. 98134

7) BID MODIFICATION AND WITHDRAWAL

Fax or written modification or withdrawal of bids already submitted will be considered if received prior to submission deadline, but not thereafter. Negligence on the part of the bidder in preparing the bid confirms no right for modification or withdrawal after opening.

8) TERM

Proposal must be held **FIRM** for **90 Days**.

9) ADDENDA

Any addenda issued prior to the bid opening are to be included in the bids and will become part of the final agreement.

10) AGREEMENT BY BIDDER

By submitting bids, the bidder thereby agrees:

- That the bid will not be withdrawn after the submission deadline.
- CMS reserves the right to reject any or all bids, to call for new bids, to waive any irregularity in any bid, and to not make an award resulting from this bid solicitation.
- The acceptance of bids will depend upon compliance to details of price and specifications, and any other factors, to be solely determined by CMS.

ATTACHMENT (A)

INFORMATION TO BIDDERS

11) PRICING

All prices must be submitted as requested on Bid Form and quoted FOB Destination to include: Engine Lead Time, Payment Terms and your status as and your utilization of Small, Minority and Women's Business Enterprises for this solicitation.

12) PROPOSAL EVALUATION

Crowley Marine Services. will evaluate and score the proposals based on a grading scale from 1–10, with 1 being the lowest and 10 being the highest, grading on Responsiveness, Quality, Service and Price:

1. Responsiveness to the RFP – understanding the project, project purpose, and importance of the project.
2. Level of Qualification – experience, knowledge and availability of qualified personnel and equipment. Length of time in business.
3. Technical Performance – the ability of the products and services to meet the technical requirements of the project.
4. Total Budget Proposed – the proposed cost of the project, including total costs and lifecycle costs.

13) Award Timeline

Our expectation is to award a contract for the subject equipment by **April 3rd, 2020.** Please note that the costs of preparing the proposal and of negotiating the contract are not reimbursable and Crowley Marine Services is not bound to accept any of the proposals submitted. Crowley Marine Services is not bound to issue a contract related to this solicitation.

Activity to prepare the solicitation response will not be reimbursed.

10) INVOICING

All invoices are to be emailed to apinvoices@crowley.com unless specified otherwise by buyer or mailed to the following address.

Crowley Marine Services
ATTN: Accounts Payable
9487 Regency Square Blvd. N.
Jacksonville, FL. 32225

Please indicate address on invoice, along with the purchase order number, buyer name and applicable vessel name.

11) CONFIDENTIALITY

This document, and any attachments thereto, regardless of form or medium, is intended only for use by the addressee(s) and may contain legally privileged and/or confidential or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this document, and any attachment thereto, is strictly prohibited and violation of this condition may infringe upon copyright, trademark, patent, or other laws protecting proprietary and, intellectual property. In no event shall this document be delivered to anyone other than the intended recipient or original sender and violation may be considered a breach of law fully punishable by various domestic and international courts.

ATTACHMENT (A)

INFORMATION TO BIDDERS

If you have received this document in error, please respond to the originator of this message or email him/her at the address noted and permanently delete and/or shred the original and any copies and any electronic form this document, and any attachments thereto and do not disseminate further.

12) QUESTIONS / CLARIFICATION

If you have any questions or require clarification on any topics covered pertaining to this Request for Proposal must be consolidated and submitted via email to Roy.Watson@Crowley.com prior to bid closing.