



BAY COUNTY BOARD OF COUNTY COMMISSIONERS

**PURCHASING DEPARTMENT
840 WEST 11th STREET
SUITE 2500
PANAMA CITY, FLORIDA 32401**

REQUEST FOR PROPOSAL (RFP)

FOR

ARTIFICIAL REEF CONSTRUCTION PROJECT

SUBMITTED BY:

RFP No. 14-32

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RESPONDENT INSTRUCTIONS

*Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions.*

INTRODUCTION SCOPE OF WORK

The Bay County Board of County Commissioners is seeking Proposals from contractors to provide construction and deployment of concrete and steel artificial reef modules at two specified areas offshore of the Bay County Board of County Commissioners. The locations, allocation and specifications of the artificial reef modules are as specified in Attachment 1 Scope of Work. The County reserves the right to choose that material that best meets its needs and to select quantities.

This project is funded by the U. S. Fish & Wildlife Service (Federal Aid in Sport Fish Restoration Program) and the Florida Fish & Wildlife Conservation Commission (Division of Marine Fisheries Artificial Reef Grants Program). Available funds for this project are \$60,000.00. Contractors must submit proposals for what they can construct and deploy as specified in the deployment plan for the total of \$60,000.00. Terms of the agreement stipulate all artificial reef construction must be completed by August 21, 2014.

RESPONDENT QUALIFICATIONS

Respondents must meet the following minimum qualifications by including a response to each item below at the time of submitting a proposal:

- a. Shall be on file with the Department of State in accordance with provision of Chapter 607, Florida Statutes (check the State of Florida Secretary of State website);
- b. Shall not be on the federal debarment list;
- c. Shall not be in the state debarment list;
- d. Shall show they are competent and have the necessary resources to fulfill the conditions of the contract;
- e. Shall have completed an artificial reef project within the past 5 years, anywhere in the United States;

PROPOSAL DEADLINE/DELIVERY

SEALED PROPOSALS for RFP No. 14-32 Artificial Reef Construction Project will be received by the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA at the Purchasing Department, 840 West 11th Street, Suite 2500, Panama City, Florida 32401 up until 2:00 pm (central time) Wednesday, May 21, 2014. Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Each Proposal shall be delivered to the Board of County Commissioners Purchasing Department, at 840 W. 11th Street, Suite 2500, Panama City, Florida 32401, no later than the Submittal deadline.

Special Accommodation: Any person requiring a special accommodation at a Pre-Submittal Conference or Submittal opening because of a disability should call the

Purchasing Department at (850) 248-8270 at least five (5) workdays prior to the Submittal opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

SOLICITATION DOCUMENTS

Electronic versions of the solicitation documents are available via the Florida Online Bid System (<http://www.FloridaBidSystem.com>) or OnVia DemandStar (www.demandstar.com). As a vendor, you can register with both Florida Online Bid System and OnVia DemandStar for Search Only Access **at no charge** to see all available bids and opportunities. By downloading the solicitation documents, you will be placed on the plan-holders list for the solicitation. This list is used for communications from the County to prospective respondents. Solicitation documents are also available at the Bay County Purchasing Department, 840 West 11th Street, Suite 2500, Panama City, FL 32401, and may be obtained at this address.

For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Department will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents.

Plans, blueprints, or other materials may also be obtained by contacting the Purchasing Department by email at purchasing@baycountyfl.gov.

POINT OF CONTACT

The Purchasing Department will be the only point of contact for this RFP. Under no circumstances may a respondent contact any County Commissioner, County Administrator, or County employee concerning this RFP until after award. Any such contact may result in disqualification.

QUESTIONS

Proposers shall submit all questions, in writing, to the Purchasing Department at Purchasing@baycountyfl.gov or FAX to (850) 248-8276. All questions shall be submitted no later than 5:00 pm (central time) on Monday, May 12, 2014.

ADDENDA

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Bay County website at: <http://new.co.bay.fl.us/purchasing/jobs.php>

It is the responsibility of the proposer prior to submission of any proposal to check the above website or contact the Purchasing Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

PROPOSAL FORM

To receive consideration, all Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form.

No conditions, limitations or provisions will be attached or added to the Proposal Form by the Firm.

WITHDRAWAL OF PROPOSALS

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 90 days after the date for opening and all Proposals shall be subject to acceptance by the County during this period.

BASIS OF AWARD

The contract will be awarded in accordance with the evaluation criteria to the top ranked, responsive, qualified proposer.

RIGHT TO REJECT

The County reserves the right to:

- a. reject any or all Proposals received;
- b. select and award any portion of any or all Proposal items;
- c. waive minor informalities and irregularities in the Respondent's Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Proposals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Proposal.

EXECUTION OF AGREEMENT

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Purchasing Director all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the Bay County Risk Management Office before the successful Firm may proceed with the work.

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

AUDIT REQUIREMENTS

The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized

representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

By submission of a proposal in response to this document, the contractor certifies compliance with the above requirements.

HOLD HARMLESS AND INDEMNIFICATION

a. The Contractor shall indemnify and hold harmless the County, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person.

b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter.

c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

DUTY TO PAY DEFENSE COSTS AND EXPENSES

a. The Contractor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the County has prevailed.

b. The County shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

c. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

EXAMINATION OF WORK SITES

All prospective firms may visit the site and become familiar with the existing conditions. No allowance will be made to any prospective firm because of a claimed lack of such examination or knowledge. Responding to the RFP shall be construed as conclusive evidence that the prospective firm has made such examination.

CONTRACT PRICE

Contract price shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.

CONSTRUCTION TIME

The agreement will include a stipulation that the work be completed prior to August 21, 2014. Should the Contractor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of \$300.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the County as being completed. For purposes of time calculation, day one of the project is the calendar day after the Notice to Proceed date.

PROTEST

A notice of protest must be submitted within three business days after posting of the recommendation of award on the Bay County website at:

<http://new.co.bay.fl.us/purchasing/jobs.php>.

The protest must be in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the purchasing department. Further information can be found in section 2-114 of the Bay County Code.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that Requests for Qualifications and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

PROPOSAL REQUIREMENTS

Each Firm's proposal shall include sufficient information to enable the County to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All Proposals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. Proposals should be stapled together or bound with comb binding. Proposals submitted in 3 ring binders may not be accepted. Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal.

Proposers should submit one (1) original clearly labeled "Original", three (3) copies clearly labeled "Copy" and one (1) electronic version of the package. The electronic version should be in pdf format on a cd or USB drive. Electronic versions submitted via e-mail will **not** be accepted. If the submittal contains confidential

information, such information shall be in a separate pdf document marked confidential. Submittals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Submittals shall be valid to BAY COUNTY for a period of ninety (90) days after the opening.

Emphasis in each Submittal must be on completeness and clarity of content.

In order to expedite the evaluation of Submittals, it is essential that Respondents follow the format and instructions contained in the RFP.

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms:

(Please number and title tabs for each section as indicated).

1) Table of Contents (Tab 1)

- a) Clearly identify all sections referenced below.
- b) Sections shall be separately tabbed for ease of reference.

2) General Information (Tab 2) – 5 points

- a) Firm information
 - i) Name, address, phone, fax, email, Federal ID#, and website (if applicable)
 - ii) Date the firm was established under the name given.
 - iii) Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership)
 - iv) Incorporation by the Secretary of State and current Florida Professional License.
 - v) Brief history of the firm.
- b) Bonding Capacity – A “Letter of Commitment” shall be furnished by the firm from a Surety Company, acceptable to the County, signed by an authorized Florida Licensed Resident Agent for a Public Construction Bond.

3) Proposed Project Plan (Tab 3) – 25 points

The Respondent shall develop as part of the proposal a detailed project plan for the procurement, labor, construction, staging, transport and deployment for this project. The proposed plan shall include at a minimum the following information:

- a) Material Specifications - Describe detailed specifications of the materials proposed to be deployed. This information will include but not be limited to:
 - i. Detailed description and inventory of material. Describe the material composition. Provide an itemized list and dimensions of each category of material type to be deployed. Those module designs that more closely match the specifications in this attachment will be graded higher.
 - ii. Weight per unit. Identify the weight of each unit of material, or average weight per unit if there is variability between units.
 - iii. Stability/durability. Demonstrate stability and durability of the module type.

- b) Available Deployment Resources – Describe the resources available to successfully complete deployment of the specified reefs as described in the deployment plan. This information will include but not be limited to:
- i. Source of procurement of the material;
 - ii. The availability of the material including a production schedule if not currently in stock;
 - iii. The staging area where the units will be kept and made available for inspection prior to deployment;
 - iv. The specifications (load capacity, vessel type, etc.) of the vessel/barge, and crane, and other equipment that will deploy the material, and the port(s) they will be operating from;
 - v. The specification (load capacity, vessel type, etc.) of the tugboat and/or other support vessels that will deploy the material and the port(s) they will be operating from.

4) Reef Unit Prices (Tab 4) – 25 points

The Respondent submitting the lowest cost per reef module will receive the maximum points for the cost element of the evaluation. The other Respondents' scores will be based on a relative percentage of the amount.

- a) Provide how many and the price per reef module unit deployed on the bottom for each of the specified module types.
- b) The project entails the manufacture and deployment of at least 16 pyramid concrete artificial reef modules, 16 concrete artificial reef modules made of pedestals containing 3 round discs and at least 16 concrete artificial reef modules of a rectangular shape.
- c) Also include the total cost for the project.

5) Task Plan (Tab 5) – 10 points

- a) Describe the step-by-step tasks of procuring, loading, moving, transporting, handling and deploying the selected materials through the time the material is placed on the bottom.
- b) Describe how the material and deployment will be in compliance with Coast Guard, U.S. Army Corps of Engineers, and State of Florida standards and requirements.
- c) Describe the proposed anchoring system and the proposed method to deploy the material.
- d) Describe any coordination required with subcontractors.

6) Schedule of Operations (Tab 6) – 15 points

- a) Provide the total number of estimated days at sea and associated vessel loading days that will be required to complete the project prior to August 21, 2014;
- b) Provide the number of estimated days required to manufacture the material (if not already manufactured)
- c) Provide a schedule factoring in weather, availability of equipment, materials and other commitments commencing from the anticipated date of Contract execution to estimated completion of the operation.

7) Personnel (Tab 7) – 10 points

- a) Provide an organizational chart and resumes for all key personnel and their office addresses.
 - i) Give brief resume of personnel to be assigned to the project including, but not limited to the following information:
 - (1) Name and title
 - (2) Experience
 - (a) How many years with this firm
 - (b) How many years with other firms
 - (c) Types of projects
 - (d) Size of projects
 - (e) What were the specific project involvements?
 - (3) Education
 - (4) Copies of required license and certificates
 - (5) Other relevant experience and qualifications

8) Project History (Tab 8) – 10 points

Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

- a) List a minimum of three (3) projects completed within the last five (5) years, which best illustrate the experience of your firm and current staff that is being assigned to this project
 - i) Name and location of the project
 - ii) Project owner's representative's name, address, and phone number
 - iii) Date project was completed or is anticipated to be completed
 - iv) Size of project
 - v) Cost of project (construction cost)

9) Required Additional Forms (Tab 9)

- a) Submittal Form
- b) Addendum Acknowledgement
- c) Anti-Collusion Clause
- d) Conflict of Interest
- e) Identical Tie Bids/Drug Free Workplace
- f) Waiver of Exemption of Meetings/Presentations
- g) Proof of payment of Bay County Property Taxes
 - i) Respondent shall provide proof of payment of Bay County Property Taxes if applicable or if there is no tax liability with Bay County the Respondent shall obtain a statement from the Bay County Tax Collector stating no taxes are owed. Respondent may contact the Bay County Tax Collector at: Peggy C. Brannon, Tax Collector, Bay County, P.O. Box 2285, Panama City, FL 32402, Phone (850) 248-8501, Fax (850) 248-8541

EVALUATION PROCESS AND CRITERIA

Representatives from the County Purchasing Department will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

- A. Evaluation Committee may consist of 3 or 5 members or the Board of County Commissioners. Initial scoring and final ranking may be determined by separate Evaluation Committees.
- B. The County Manager or designee shall determine the Evaluation Committee(s) that will best serve the needs of the County.
- C. Membership of all Evaluation Committees shall be approved by the County Manager or designee.
- D. The Purchasing Department will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the public notice bulletin board in the Purchasing Department and on the Bay County website.
- E. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.
- F. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.
- G. The initial ranking of proposals is based upon the points given in the scoring sheet utilizing the evaluation criteria in the RFP.
- H. Shortlisting. The best-qualified respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the County Manager, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.
- I. Presentations/Interviews. The Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.

- J. Final Ranking. The Evaluation Committee or the Board of County Commissioners, as appropriate, shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified persons shall be approved by the County Manager or Board, as appropriate, prior to beginning contract negotiations.

The County shall negotiate a contract with the top ranked firm for services at compensation which the County determines is fair, competitive and reasonable as further described in the Scope of Services.

The provisions of the Request for Proposals and the receipt of submittals from respondents shall not create any legal or other obligation between Bay County and respondents (except as expressly set out in this RFP).

Bay County will make the selections primarily on the basis of the response to this RFP and any further information received from respondents if interviewed. Although information additional to that requested in this RFP may be provided by respondents, any consideration of this information shall be at the discretion of Bay County. Bay County shall award this project to the respondent considered by the County to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of Bay County.

BAY COUNTY INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured for both General Liability and Business Auto Liability.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Coverage

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of N/A per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Property Coverage for Leases

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Commercial General Liability Increased General Aggregate Limit (or separate aggregate)

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

Liquor Liability

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

Fidelity/Dishonesty/Liability Coverage – Third Party

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

Fidelity/Dishonesty Coverage for Employer (Contractor)

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage for County
Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

Electronic Data Liability Insurance
The Other Party shall purchase Electronic Data Liability with limits of **N/A**

Garage Liability Coverage
Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

Garage Keepers Coverage (Legal Liability Form)
Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

Damage to Premises Rented/Leased to you- (Legal Liability Form)
Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

Watercraft Liability Coverage
Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.
Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

Aircraft Liability Coverage
Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.
The minimum limits of coverage shall be _____ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

Pollution Legal Liability Coverage \$1,000,000.00
Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.



United States Longshoremen and Harbor workers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.



Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

**PROPOSAL FORM
RFP 14-32**

This proposal of _____, (“Firm”) organized and existing under the laws of the State of _____ doing business as _____ (Insert a corporation”, “a partnership” or “an individual” as applicable), is hereby submitted to the Board of County Commissioners, Bay County, (“County”).

In compliance with the Request for Proposals, this Firm proposes to perform all work as detailed in this solicitation.

By this Proposal, this Firm certifies, and in the case of a joint proposal each party certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Submitted By: _____
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: _____
Name of Individual Who Prepared This Bid

Contact Email: _____

Address: _____

Phone: _____

Contractor’s License No. _____

Signature of Authorized Representative of Firm/Contractor

Date

SEAL: *(If bid is by Corporation)*

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 248-8270 or email purchasing@baycountyfl.gov prior to submitting your Proposal to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES_____

NO_____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

IDENTICAL TIE PROPOSALS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The County encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

_____ **Waive** all requirements to keep such meetings and negotiations exempt from public meeting laws.

_____ **Maintain** all requirements to keep such meetings and negotiations exempt from public meeting laws.

INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM

**ATTACHMENT 1
2013-2014 ARTIFICIAL REEF PROJECT
SCOPE OF WORK**

The Bay County Board of County Commissioners will be administering an artificial reef construction project. The project consists of construction and deployment of concrete and steel artificial reef modules at two specified areas offshore of the Bay County Board of County Commissioners. The locations and allocation of the artificial reef modules are as specified in the deployment plan below. The specifications for the artificial reef modules will be described in subsequent paragraphs. The County reserves the right to choose that material that best meets its needs and to select quantities as it so chooses. Available funds for this project are \$60,000.00. Contractors must submit proposals for what they can construct and deploy as specified in the deployment plan for the total of \$60,000.00.

The project consists of at least forty-eight (48) prefabricated concrete and steel modules divided evenly and deployed in the County's two (2) Small Area Artificial Reef Sites SAARS C and D. Each SAARS will have twenty four (24) new reef modules and eight (8) separate patch reef locations, each patch reef will have three (3) different reef module types. Both SAARS are approved by the U.S. Army Corps of Engineers and the Florida Department of Environmental Protection. The reefs will be located in State waters approximately 3-nautical miles off the M. B. Miller County Pier and off Panama City Beach's Russell-Fields Pier. Terms of the agreement stipulate all artificial reef construction must be completed by August 21, 2014. This project is funded by the U. S. Fish & Wildlife Service (Federal Aid in Sport Fish Restoration Program) and the Florida Fish & Wildlife Conservation Commission (Division of Marine Fisheries Artificial Reef Grants Program).

The specified approved artificial reef materials are to be deployed in two (2) permitted reef areas in state waters of the Gulf of Mexico offshore of Bay County near Panama City. The first Bay County proposed deployment area is the SAARS Site C and is located 7.8 nautical miles (nm) at a bearing of 280.1° from the St Andrew Bay entrance. The size of the site is 1/4 square nm with an approximate depth of 64 feet. The center of the site is 30° 08.590'N and 85° 51.825' W. The second bay County proposed deployment area is the SAARS Site D and is located 8.0 nm at a bearing of 285.7° from the St Andrew Bay entrance. The size of the site is 1/4 square nm with an approximate depth of 69 feet. The center of the site is 30° 10.191'N and 85° 54.625' W.

There are both a state and federal permit for the two reef areas. The Army Corps of Engineers Permit no. SAJ-2011-03041 (IP-LSL) was authorized for the two sites on March 5, 2012 and is valid until March 5, 2022. These two sites also have a Florida Department of Environmental Protection permit no 03-0308303-001-EG authorized on October 24, 2011 and is valid until October 24, 2016. This additional permit is due to the area being located in State waters. Navigational clearance over both reef areas is 50 feet from the top of the reef profile to the Mean Low Low Water (MLLW) level.

The artificial reef construction activity to be funded consists of the following elements:

MATERIALS

1. Artificial reef materials must consist of a total of at least forty-eight (48) pre-fabricated concrete artificial reef modules acceptable to the COMMISSION. All artificial reef materials shall be clean and free from asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances.
2. For each barge load of artificial reef materials, the County shall inventory all of the artificial materials, calculate the tonnage (either using before and after barge draft calculations or the known weights of individual reef modules), and take a representative photograph of the reef modules on the barge or ship immediately prior to deployment.
3. The County agrees to allow the FWC COMMISSION to conduct on-site inspections of the artificial reef materials before, during, and after the deployment.

LOADING AND TRANSPORTATION

1. Artificial reef materials will be loaded using a suitable means of conveyance for transportation to a staging area site and loading onto a barge or other suitable vessel for offshore transportation to the designated artificial reef site. Offshore transportation shall be provided by a sufficiently powered transport or towing vessel, personnel, and all necessary equipment to transport the material offshore and deploy it. Reef material loaded on to the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.
2. The County Artificial Reef Coordinator shall complete the FWC Artificial Reef Cargo Manifest form to be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 379.249, Florida Statutes. The form is available on the COMMISSION's website: <http://www.myfwc.com/conservation/saltwater/artificial-reefs>.

DEPLOYMENT AND MATERIALS PLACEMENT

1. During the deployment of the artificial reef material, the transport vessel must be effectively moored through double anchoring, be spudded down, or otherwise be held securely in place with minimal movement (+/-50 feet) to ensure accurate placement of the concrete patch reef on the bottom. Material must be arranged to provide habitat complexity as well as provide sand bottom forage area opportunities. Individual reef materials should not be widely scattered. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and

safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel, and the designated GRANTEE observer on site. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the Commission's observer, the County's observer or the subcontractor's vessel captain reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met. The project consists of at least forty-eight (48) prefabricated concrete and steel modules divided evenly and deployed in the County's two (2) Small Area Artificial Reef Sites SAARS C and D. Each SAARS will have twenty four (24) new reef modules and eight (8) separate patch reef locations, each patch reef will have three (3) different reef module types. The three types of reef units to be used are: [1] 8 feet tall by 10 feet base tetrahedrons with concrete and rock sides or facsimile, [2] reef modules with at least 3 rock and concrete circular discs mounted on a pedestal on a concrete base or facsimile and [3] 10 feet long by 5 feet wide by 3 feet tall, hollow concrete boxes or facsimile. The locations and allocation of the artificial reef modules are as specified in the County's deployment plan.

2. The Artificial Reef Coordinator or County's designated official observer shall oversee the temporary marking of the reef deployment location in advance of reef materials deployment in order to assist the subcontractor in the proper placement of the artificial reef materials. The markers shall be buoys of sufficient size and color to be clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift off the designated deployment site prior to deployment. The County or FWC Commission will not pay for materials placed outside the permit area as described above. Precise GPS placement of marker buoys that do not shift position with time are important to insure the reef is constructed within the permitted area.
3. The Artificial Reef Coordinator or County's designated official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the individual placements as well as the maximum vertical relief of the constructed reefs using a fathometer after the reef construction has been completed.
4. Both the County and its subcontractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed patch reef coordinates and the corner coordinates of the reef site will also be in possession of the County's observer and the subcontractor when on site. The County's observer shall also be in possession of a copy of the Army Corps permit for the area where the

deployments are taking place. The County shall be responsible for insuring that all permit condition terms are complied with.

LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

1. Upon initiation of the handling and movement of these artificial reef materials by the County's subcontractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the subcontractor. This liability, assumption of risk and responsibility shall remain with the subcontractor until the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

MINIMUM CONTRACTOR QUALIFICATIONS

CONTRACTORS must meet the following minimum qualifications by including a response to each item below at the time of submitting a proposal:

- a. Must be on file with the Department of State in accordance with provision of Chapter 607, Florida Statutes (check the State of Florida Secretary of State website);
- b. Must not be on the federal debarment list;
- c. Must not be in the state debarment list;
- d. Must show they are competent and have the necessary resources to fulfill the conditions of the contract;
- e. Must have completed an artificial reef project within the past 5 years, anywhere in the United States;

MINIMUM MATERIAL STANDARDS

The project entails the manufacture and deployment of at least **16 pyramid concrete artificial reef modules, 16 concrete artificial reef modules made of pedestals containing 3 round discs** and at least **16 concrete artificial reef modules of a rectangular shape**.

DEPLOYMENT PATTERN STANDARDS

Materials proposed must be deployed per the specified deployment plan (reef location and number of reef modules of each indicated type for each location). See detailed specifications on the Artificial Reef Project Deployment Plan. Where three modules are deployed at a single location, the modules are to be placed as close together as is feasible without stacking or otherwise contacting each other. The modules shall not be widely scattered within each deployment location.

CALENDAR OF EVENTS

Project construction must be completed prior to **August 21, 2014**. No additional work will be authorized after this date.

DEPLOYMENT AND MATERIAL PLACEMENT

- 1) **An on-site observer, designated by the Bay County Board of County Commissioners, must be present during deployment operations.** Effective and reliable communications shall exist at all times between the transport/deployment vessel, and the designated Bay County Board of County Commissioners observer on-site.
- 2) Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office.
- 3) The Bay County Board of County Commissioners observer reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met.
- 4) All special and endangered species protection requirements described in the Army Corps of Engineers Permit for the reef site must be met.
- 5) The **Bay County Board of County Commissioners designated observer** shall oversee the temporary marking of the reef deployment location in advance of reef materials deployment in order to assist the subcontractor in the proper placement of the reef. The markers shall be buoys no less than 12 inches in length and 8 inches in width and sufficiently anchored and with sufficient scope so that they will not drift off the designated deployment site prior to deployment. The **Bay County Board of County Commissioners** will not pay for materials placed outside the permit area or for materials not deployed as specified in the deployment plan. Precise GPS placement of marker buoys that do not shift position with time will also be important to insure the reef is constructed within the permitted area.
- 6) The **Bay County Board of County Commissioners observer** shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the individual placements as well as the maximum vertical relief of the constructed reefs using a fathometer after the reef construction has been completed.
- 7) Both the **Bay County Board of County Commissioners observer** and the **CONTRACTOR** shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The reef coordinates as specified in the deployment plan and the corner coordinates of the permit site shall also be in possession of the **Bay County Board of County Commissioners observer** and the **CONTRACTOR** when on site. The **CONTRACTOR** shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place. The **CONTRACTOR** shall be responsible for insuring that all permit condition terms are complied with.

8) The **Bay County Board of County Commissioners** agrees to allow the **COMMISSION** to conduct on-site inspections of the saltwater artificial fishing reef project before, during, and after the deployment.

LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

1) Upon initiation of the handling and movement of these artificial reef materials by the **CONTRACTOR**, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the **CONTRACTOR**. This liability, assumption of risk and responsibility shall remain with the subcontractor until the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

REPORTING, PERFORMANCE, AND PUBLICATIONS

1) The FWC Materials Placement Report shall be signed and submitted by the **Bay County Board of County Commissioners or designated representative observing deployments** to the **COMMISSION's** Project Manager within 30 days of field operations completion. The Materials Placement Report shall reflect an accurate material tonnage for the reef deployed as well as a detailed description of the type, number, dimensions and individual weights of the various sizes of reef materials deployed. This information may be submitted on the materials placement report in lieu of taking loaded and unloaded barge measurements.

2) Any published articles related to this artificial reef activity should reflect the role of the USFWS Federal Aid in Sport Fish Restoration Program in assisting in the funding of this activity.

3) Proposers must complete and submit, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Federally Funded Transactions.

4) The **CONTRACTOR** shall comply with all applicable Federal, State and local rules and regulations in providing services to the Commission under this Agreement, including the general and special conditions specified in any permits issued by the U. S. Army Corps of Engineers, Florida Department of Environmental Protection, or the Florida Fish & Wildlife Commission. The **CONTRACTOR** acknowledges that this requirement includes compliance with all applicable Federal, State and local health and safety rules and regulations.

5) The **CONTRACTOR** is required to be in compliance with the following Federal employment guidelines when employing individuals with funds obtained through this contract:

- a) Title 42, United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964 as amended)
- b) Title 29, United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended)
- c) Title 20, United States Code Section 1681 (Section 901, Title IX, Public Law 92-318, prohibiting discrimination on the basis of sex)
- d) Title 42, United States Code (Section 6101 Title II of Public Law 94-135, prohibiting discrimination on the basis of age)

e) Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60)

f) Under Title 40, United States Code Section 276a to a-7 (as supplemented by Department of Labor Regulations, 29 CFR, Part 5), **CONTRACTORS** shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of labor. In addition, **CONTRACTORS** shall be required to pay wages not less often than once a week.

6) **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with Executive Order 96-236, the Commission shall consider the employment by the GRANTEE of unauthorized aliens a violation of sub-section 274A (a) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this AGREEMENT if the GRANTEE knowingly employs unauthorized aliens.

7) **EMPLOYMENT ELIGIBILITY VERIFICATION.** The GRANTEE shall enroll in and use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility Verification System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of all new employees hired by the GRANTEE during the term of this AGREEMENT.

8) The GRANTEE shall include in any subcontracts for the performance of work or provision of services pursuant to this Contract the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the AGREEMENT term.

9) The GRANTEE further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COMMISSION or other authorized state entity consistent with the terms of the GRANTEE’s enrollment in the program. This includes maintaining a copy of proof of the GRANTEE’s and subcontractors’ enrollment in the E-Verify Program (which can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).

10) Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this AGREEMENT and the COMMISSION may treat a failure to comply as a material breach of the AGREEMENT.

THE SUCCESSFUL RESPONDENT WILL HAVE TO SUBMIT “THE DIVISION OF MARINE FISHERIES, ARTIFICIAL REEF PROGRAM, ARTIFICIAL REEF MATERIALS CARGO MANIFEST (Issued Pursuant to Ch. 370.25(6)(b), Florida Statutes).”

**Bay County Board of County Commissioners
2013 -2014 Artificial Reef Project
Deployment Plan**

*PYR = Pyramid Shape Module
REC = Rectangle Shape Reef
PED = Round Disk Pedestal*

Following are the reef locations for SAARS C:

<i>BC2014 Set 1</i>	<i>N30 8.675 W85 51.725</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site C</i>
<i>BC2014 Set 2</i>	<i>N30 8.590 W85 51.725</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site C</i>
<i>BC2014 Set 3</i>	<i>N30 8.508 W85 51.725</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site C</i>
<i>BC2014 Set 4</i>	<i>N30 8.675 W85 51.825</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site C</i>
<i>BC2014 Set 5</i>	<i>N30 8.508 W85 51.825</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site C</i>
<i>BC2014 Set 6</i>	<i>N30 8.675 W85 51.925</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site C</i>
<i>BC2014 Set 7</i>	<i>N30 8.590 W85 51.925</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site C</i>
<i>BC2014 Set 8</i>	<i>N30 8.508 W85 51.925</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site C</i>

Following are the reef locations for SAARS D:

<i>BC2014 Set 9</i>	<i>N30 10.275 W85 54.525</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site D</i>
<i>BC2014 Set 10</i>	<i>N30 10.191 W85 54.525</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site D</i>
<i>BC2014 Set 11</i>	<i>N30 10.108 W85 54.525</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site D</i>
<i>BC2014 Set 12</i>	<i>N30 10.275 W85 54.625</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site D</i>
<i>BC2014 Set 13</i>	<i>N30 10.108 W85 54.625</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site D</i>
<i>BC2014 Set 14</i>	<i>N30 10.275 W85 54.725</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site D</i>
<i>BC2014 Set 15</i>	<i>N30 10.191 W85 54.725</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site D</i>
<i>BC2014 Set 16</i>	<i>N30 10.108 W85 54.725</i>	<i>1 PYR, 1 REC and 1 PED</i>	<i>SAARS Site D</i>

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

Required for all GRANTEE'S under contracts funded through a federal grant. Also required for any entity contracted by the GRANTEE for sub-contracts in excess of \$100,000.

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. The undersigned also certifies that it and its principals:

(a) Have not within a three-year period preceding this response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20____.

*By: _____
Authorized Signature/Contractor*

Typed Name/Title

Grantee Name/Contractor Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY & VOLUNTARY EXCLUSION-
LOWER TIED FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Florida Fish and Wildlife Conservation Commission (FWC) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to whom this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the FWC or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone No. 202-501-4740 or 202-501-4873).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the FWC or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.