BOARD OF COUNTY COMMISSIONERS, WALTON COUNTY, FLORIDA
REQUEST FOR PROPOSAL

FOR

WALTON COUNTY NRDA NEARSHORE/OFF-SHORE REEF CONSTRUCTION - MODULE C

RFP: 016-013

The Board of County Commissioners, "the County" is seeking proposals from qualified contractors for the Walton County Natural Resource Damage Assessment (NRDA) Artificial Reef Project. The project consists of construction and deployment of concrete artificial reef modules (5-9 feet tall) at twelve (12) specified locations offshore of Walton County, Florida. Available funds for this project are $340,543.94. Contractors must submit proposals for what they can construct and deploy as specified in the deployment plan for the total of $340,543.94. Contractor selection will be administered through criteria outlined in a request for proposal process.

RFP closes October 3, 2016 no later than 3:00 PM local time and will open immediately thereafter.

LATE SUBMITTALS RECEIVED AFTER THE FOREMENTIONED DEADLINE DATE, EITHER BY MAIL, OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE PURCHASING AGENT'S OFFICE. IT IS THE SOLE RESPONSIBILITY OF THE FIRM FOR ASSURING THAT THE RFP IS RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC OR ORAL RFP WILL BE ACCEPTED.

To be considered, Firm/Team must submit an original and five (5) copies of RFP in a sealed envelope or package, clearly marked with the Firm/Team's name and address, and the words **"WALTON COUNTY NRDA NEARSHORE/OFF-SHORE REEF CONSTRUCTION MODULE C"** addressed to:

Office of Central Purchasing
176 Montgomery Circle
DeFuniak Springs, Florida 32435

REGARDLESS OF THE METHOD OF DELIVERY, EACH OFFEROR SHALL BE RESPONSIBLE FOR THE DELIVERY OF THEIR SUBMITAL TO BE DELIVERED. SUBMITTALS RECEIVED AFTER THE SPECIFIED DAY AND TIME WILL NOT BE OPENED.

PACKAGES SHALL BE SUBMITTED TO THE OFFICE OF CENTRAL PURCHASING ONLY TO ENSURE RECEIPT OF SAID PACKAGE

PURCHASING DEPARTMENT IS CLOSED ON ALL FRIDAYS.

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SECTION 1 – INTRODUCTION:

The purpose and intent of this Request for Proposal is to ultimately select a qualified contractor for the construction, acquisition and deployment of clean concrete pre-fabricated structures as described in Attachment A.

This project is funded by the Deepwater Horizon National Damage Assessment Trustee Council and administered by the Florida Fish and Wildlife Conservation Commission. Available funding for this project is $340,543.93. Contractors must submit proposals for what they can construct and deploy as specified in the deployment plan with the budgeted amount of $340,543.93. Artificial reef construction and deployment must be completed by June 30, 2018.

One or more patch reef(s) will be deployed in each of the Nearshore Fish/Dive and Offshore Fish/Dive sites listed in the following table. The number of modules deployed within each reef will be determined depending on price per module deployed.

TABLE 1

PERMIT AREA NAME	**USACOE PERMIT INFORMATION FDEP PERMIT INFORMATION**		**LOCATION INFORMATION**		
Nearshore FISH/DIVE	Permit Number	Expiration	Latitude/ Longitude	Depth (ft.)	Navigational Clearance (ft.)
Miramar Beach	SAJ-2014-0326 (SP-SWA) 66-0324063-001-EG	Feb. 9, 2025 Feb. 3, 2019	30° 21.875’ N; 86° 23.356’ W	59-61	30
Topsail Bluff	SAJ-2014-0326 (SP-SWA) 66-0324066-001-EG	Feb. 9, 2025 Feb. 3, 2019	30° 21.375’ N; 86° 19.356’ W	59-64	30
Fort Panic	SAJ-2014-0326 (SP-SWA) 66-0324067-001-EG	Feb. 9, 2025 Feb. 3, 2019	30° 20.375’ N; 86° 15.356’ W	58-63	30
Blue Mountain	SAJ-2014-0326 (SP-SWA) 66-0324071-001-EG	Feb. 9, 2025 Feb. 3, 2019	30° 19.375’ N; 86° 12.056’ W	52-54	30
Grayton Beach	SAJ-2014-0326 (SP-SWA) 66-0324072-001-EG	Feb. 9, 2025 Feb. 3, 2019	30° 18.672’ N; 86° 09.656’ W	56-59	30
Ed Walline	SAJ-2014-0326 (SP-SWA) 66-0324068-001-EG	Feb. 9, 2025 Feb. 3, 2019	30° 19.975 ’N; 86° 13.856’ W	55-58	30
Santa Clara	SAJ-2014-0326 (SP-SWA) 66-0324070-001-EG	Feb. 9, 2025 Feb. 3, 2019	30° 18.075’ N; 86° 07.356’ W	52-56	30
Deer Lake	SAJ-2014-0326 (SP-SWA) 66-0324074-001-EG	Feb. 9, 2025 Feb. 3, 2019	30° 17.375’ N; 86° 04.856’ W	50-57	30
Inlet Beach	SAJ-2014-0326 (SP-SWA) 66-0324076-001-EG	Feb. 9, 2025 Feb. 3, 2019	30° 15.675’ N; 86° 00.856’ W	54-57	30
Offshore FISH/DIVE					

Fish Haven 1	SAJ-2013-01166 (SP-SWA) 66-0318419-001-EG	Apr.14, 2024 Jun.13, 2018	30° 19.327' N; 86° 17.875' W	70	38
Fish Haven 2	SAJ-2013-01167 (SP-SWA) 66-0318423-001-EG	Apr.14, 2024 Jun.13, 2018	30° 16.109' N; 86° 13.875' W	80	55
Miramar/ Frangista	SAJ-1996-06244 (SP-SWA) 66-0311284-001-EG	Apr.14, 2024 Jun.13, 2018	30° 19.700' N; 86° 22.900' W	77-83	50

Non-Mandatory Pre-Proposal Conference will be held at 9:00AM on September 20, 2016 At the Public Works Conference Room, 117 Montgomery Circle, DeFuniak Springs, FL 32435. To attend via teleconference please call 877-657-5107and enter participant code: 188524 then #.

SECTION 2 – PROCUREMENT RULES AND INFORMATION:

2.1 <u>Contact Person:</u>

Glyndol Johnson or Kim Jones
Purchasing Agent Purchasing Assistant
176 Montgomery Circle
DeFuniak Springs, FL 32435
850-892-8176
email:johglyndol@co.walton.fl.us

All questions regarding this Request shall be directed in writing; preferably by email to the Purchasing Agent. **Questions shall be submitted no later than 12:00 Noon (local time) on September 22, 2016. DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF, OR ANY OTHER PERSON SHALL RESULT IN DISQUALIFICATION OF THE PROPOSAL.** Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the Request or its amendments are binding, but any oral communications between you and us are not.

2.2 <u>Calendar of Events:</u>

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the County finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in DeFuniak Springs, Florida.

DATE/TIME	ACTION
September 20, 2016 at 9:00 AM	Pre-Proposal Conference
September 22, 2016 no later than 12:00 Noon local time	Last Day for Questions
October 3, 2016 no later than 3:00 PM local time and open immediately thereafter	Close of RFP
October 2016 (tentatively)	Review Team Meeting

2.3 Submission of Proposal:

Each response should be prepared simply and economically, providing straightforward, concise delineations of firm's capabilities to satisfy the requirements of this Request for Proposal. Emphasis is on completeness and clarity of content. In order to expedite the evaluation of the Statement of Qualifications, it is essential that firms follow the format and instructions herein.

Proposers must include a concise description of the type of material being submitted. Description should include size, weight, pictures (if possible) and literature (if appropriate) in accordance with the criteria described in Attachment "A".

2.4 RFP Opening:

Proposal is due at the time and date specified in the paragraph entitled "Calendar of Events". The name of all firms submitting their qualifications shall be posted in the RFP package at the Office of Central Purchasing. Proposals received late will not be considered.

2.5 Cost of Preparing RFP:

The County is not liable for any costs incurred by a firm in responding to this RFP, including those for oral presentations.

2.6 Disposals of RFP:

All RFP's become the property of the County and will be a matter of record.

2.7 <u>Rules for Withdrawal</u>:

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a RFP must be executed) and delivered to the place where Request for Proposal are to be submitted at any time prior to the opening of RFP.

Any submitted Proposal shall remain valid for 60 days after the submission date, but the County at its sole discretion may release any proposal.

2.8 <u>Rejection of Proposal</u>:

The County reserves the right to accept or reject any all proposals as may be deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Proposals. The County reserves the right to reject the Proposal of any Proposer if the County believes that it would not be in the best interest of the Project to make an award to that Proposer, because the Proposal is not responsive or responsible, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Proposer who submits the best ranked proposal. If the County and the best Proposer cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked proposal. No Proposer shall have any rights against the County arising from such negotiations. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

The County reserves the right to delete any Proposal items and the total Proposal shall be determined as the sum of the Proposal items awarded. In evaluating Proposals, the County will consider the qualifications of the proposers, whether or not the Proposals comply with the prescribed requirements, time of completion and other data, as may be requested in the Proposal form or prior to the Notice of Award. The County may conduct such investigations as the County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and complete the Project in accordance with the Contract Documents to the County's

satisfaction within the prescribed time. The County may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Project when such data is required to be submitted prior to Notice of Award.

2.9 Notices:

Any notices to be given under a contract shall be given by United States Mail, addressed to firm or individual at its address stated herein, and to the County at its address stated herein. Additional notice may also be given by email in which case it shall be deemed that notice was provided on the date said email was received. The party providing notice by facsimile shall confirm that the email was received by the other party.

2.10 Verbal Instructions:

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any County employee. Only those communications from firms, which are signed, and in writing will be recognized by the County as duly, authorized expressions on behalf of the firm. ***Contractors directing questions or communications to any other staff other than the Office of Central Purchasing shall be disqualified from submitting.***

2.11 Public Entity:

The firm must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3) (a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, 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.

2.12 Drug Free Workplace:

The firm must complete the County's Drug Free Workplace Certification form, attached and made a part of the RFP. According to Walton County policy, preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free work place program

shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program.

2.13 Protest:

Any person or entity whose proposal is rejected, in whole or in part, or who submits a bid/proposal but is not awarded the contract, may protest such decision. Written notice of intent to file a bid/proposal protest must be submitted with the Purchasing Agent or Finance Director within twenty–four (24) hours after the Board's declaration of its intention with regard to an award. Written protest must be submitted to the Purchasing Agent or Finance Director within ten (10) calendar days after filing written notice of intent.

Each written protest must be accompanied by a protest bond in the form of a certified check, cashier's check or money order made payable to the Board of County Commissioners, in an amount not less than five percent (5%) of the lowest responsible bid/ proposal received by the County.
The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.

2.14 Insurance Requirements:

Firm shall purchase and maintain through the Contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, builder's risk, and other insurance as is appropriate for the Project being performed hereunder by firm, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
    a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
    b. Notice of Cancellation and/or Restriction. The endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.
2. Comprehensive General Liability Coverage must include:
    a. $1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage.
    b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

a. $300,000 combined single limit per accident for bodily injury and property damage.
b. Owned Vehicles.
c. Hired and Non-Owned Vehicles.
d. Employee Non-Ownership.
e. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the County with the executed Contract. The Certificates of Insurance shall be filed with the County before this Contract is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of VENDOR shall be endorsed to include as additional insured the County, its officers, employees, and agents, except for Worker's Compensation. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration.
The purchase of any of the above-referenced insurance policies shall not release the VENDOR or any Surety created by this Contract from any obligation, warranty or guarantee provided in this Contract.

The Insurance Company(ies) shall be authorized to conduct business in the State.
Any risk of loss of completed work on the Project, or work in progress on the Project, equipment and material stored on or off the Project Site, or in transit, shall be borne by the Firm through the date of final completion for the Project.

2.15 Local Vendor Preference:

Award of the contract for this project shall be subject to local preference in accordance with the Walton County Purchasing Policies and Procedures (PP017). Application for Local Preference is attached to this Request for Proposal.

2.16 Blackout Period:

The period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications or information or requests for letters of

interest, or the invitation to negotiate, as applicable, are received at the Walton County Office of Central Purchasing and the time the Board awards the contract and resulting bid protest is resolved or the solicitation is otherwise cancelled.

2.17 Bonds:

All proposals shall be accompanied by a bid security in the amount of ONE THOUSAND AND 00/100THS DOLLARS ($1000.00) made payable to Board of County Commissioners, Walton County, and in the form of a certified bank check or bid bond, issued by a surety authorized to conduct business in the State of Florida and having an A.M. Best rating of V-A or better and who is listed on the United States Treasury Department's T-list as acceptable to issue bonds for the applicable dollar amount.

The bid security of the Successful Proposer will be retained until such Proposer has executed the Contract, and has furnished the required Certificates of Insurance. If the Successful Proposer fails to execute and deliver the Contract, or furnish Certificate of Insurance, within five (5) business days after the Notice of Award, the County may annul the Notice of Award and the bid security of that Proposer will be forfeited. The proposal security of other proposers may be retained by the County until ten (10) calendar days after the Notice of Award, whereupon proposal security furnished by such proposers will be returned.

Failure to submit an appropriate proposal security shall result in the proposal being declared unresponsive.

No performance and payment bonds will be required for this project.

2.18 Employment Eligibility Verification (E-Verify)

Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge

to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at:
http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Enrollment in E-Verify. If the Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

a. **E-Verify Recordkeeping.** The Contractor 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 Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor'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).

b. **Employment Eligibility Verification.** 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.

2.19 <u>Public Access</u>

a. A request to inspect of copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, it shall immediately notify the Contractor of the request, and the contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time (§119.0701(3). If Contractor fails to provide the public records within a reasonable time, Contractor may be subject to penalties under §119.10, F.S.

b. Contractor shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, the contractor shall (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and

exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the contractor does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of this contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology system of the public agency.

c. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Genara Roop, Records Management Liaison Officer
161 E. Sloss Avenue
DeFuniak Springs, Florida 32433
850-892-8110
roogenara@co.walton.fl.us

SECTION 3 – CONTENTS OF RFP

This section contains instruction regarding the format of the RFP that are to be submitted.

3.1 <u>Contact for Contract Administration:</u>

Firms shall return the Contact for Contract Administration Form. This shall be the firm's representative from the day-to-day activities of this contract. The signer shall have the authority to bind the firm to the submitted proposal.

3.2 <u>Forms:</u>

It is Mandatory that firms return the Information Sheet, Contact for Contract Administration, Public Entity Crimes Form, Drug Free Work Place Certification, Local Preference Application, if applicable.

SECTION 4 – EVALUATION OF PROPOSALS:

The selected firm will be given written notification of being selected by the County. The County will execute a contract with the selected firm prior to the beginning of the actual services. Companies shall be ranked on the following:

Criteria	**Weight Score**
Experience and Understanding	10
Module Specifications	70
Schedule of Operations	10
Available Deployment Resources	10

Selection will be based on criteria (point system) as described in Attachment C.

SECTION 5 – TERM OF CONTRACT:

All construction must be completed by June 30, 2018.

The County may terminate this Agreement at any time with or without cause, or with or without prior notice.

Information Sheet
For Transactions and Conveyances
Corporate Identification

The following information will be provided to the Walton County Legal Services for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state of federal government,

(Please circle one)

Is this a Florida Corporation: **Yes** **or** **No**

If not a Florida Corporation,
In what state was it created? _____
Name as spelled in that State: _____

What Kind of corporation is it: **"For Profit" or** **"Not for Profit"**

Is it in good standing: **Yes** **or** **No**

Authorized to transact business
In Florida: Yes or No

State of Florida Department of State of Certificate of Authority Document No:_____

Does it use a registered fictitious name: Yes or No

Name of Officers:
President:_____ Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____ Director:_____
Other:_____ Other:_____

Name of Corporation (As used in Florida):
_____
(spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State, Zip _____
Street Address: _____
City, State, Zip: _____
(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, the President or Vice-President shall sign Contract. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)
(Spelled exactly as it would appear on the instrument)

Title of the individual named above whom will sign on behalf of the company:
_____

CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

NAME:_____

TITLE:_____

COMPANY NAME:_____

ADDRESS:_____

_____

_____

TELEPHONE NO:_____

FAX NO:_____

SIGNATURE:_____

E-MAIL:_____

PUBLIC ENTITY CRIMES

I. Sworn Statement Under Section 287.133(3)(a),
II. Florida Statutes, on Public Entity Crimes

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

This sworn statement is submitted to The Board of County Commissioners,

Walton County, Florida by _____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

Whose business address is_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is

_____; (if the entity has no FEIN, include the Social Security Number

of individual signing this sworn statement:_____).

I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or Federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political; subdivision of any other state or of the United States, including, but not limited to, any bid or contract for good or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph 287.133(l) (a) Florida Statutes means:

A predecessor or successor of a person convicted of a public crime; or; an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that "person" as defined in Paragraph 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United Sates with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members,

or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity Submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I understand that the submission of this form to the contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

_____
Name of Bidder

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ___day of _____, 201__.
Personally known to me___, or produced the following identification as proof of identity._____.

My Commission Expires:

_____
Notary Public

_____
Printed Notary Name
Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION
(This form must be completed and attached to proposal)

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

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

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

3. **Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in paragraph #1.**

4. **In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.**

5. **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 any employee who is so convicted.**

6. **Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____	_____
Company Name	**Authorized Signature**
_____	_____
Federal I.D. Number or SSN	**Printed Name**

WALTON COUNTY
LOCAL PREFERENCE APPLICATION

RFP: 016-013

WALTON COUNTY NRDA NEARSHORE/OFF-SHORE REEF CONSTRUCTION MODULE C

Name of Business:_____

Address:_____

City, State:_____ Zip code:_____

I hereby certify under penalty of perjury that my business qualifies as a local vendor/contractor in accordance with Walton County Purchasing Policies and Procedures, Procedure No: PP017.

□ My business maintains its principal place of business within Walton County; OR

□ My business has maintained a permanent place or places of business within Walton County and has employed people who live in Walton County on a regular and continuing basis for at least six (6) months prior to the advertising of this Request for Proposal

_____
Signature

Date:_____

CONFLICT OF INTEREST DISCLOSURE FORM

NAME OF RFP/RFQ:	Walton County NRDA Nearshore/Off-Shore Reef Construction Module C
RFP/RFQ NO.:	**016-013**

For purposes of determining any possible conflict of interest, all proposers must disclose if any Walton County employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

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

YES_____NO_____

NAME(S) **POSITION(S)**

_____

_____

_____

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

_____

PHONE NO. _____

E-MAIL _____

Checklist of Items Required with RFP Packages

- **Contractor's RFP:**

  - Material Specifications
  - Schedule of Operations
  - Available Deployment Resources

- **The following completed and signed forms:**

  - Information Sheet
  - Contact for Contract Administration
  - Public Entity Crime Form
  - Drug Free Work Place Certification
  - Local Vendor Preference
  - Conflict of Interest Disclosure Form
  - Proposal Sheet

- **Certificates declaring the following:**

  - Contractor's Insurance
  - Worker's Compensation Insurance
  - Business Automobile & Public Liability Insurance

Attachment A
Scope of Work

1. Definitions

The terms and abbreviations used herein shall have the meanings as defined below.

a) "Artificial reef" means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida's managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.

b) "Permitted area" means an area with discrete boundaries inside of which one or more artificial reefs may be located and for which all required permits and authorizations have been obtained. These permits and authorizations include: artificial reef permits issued by the Florida Department of Environmental Protection and/or the Army Corps of Engineers and other permits, licenses, or authorizations required by any governing body.

c) "Staging site" means a land-based holding area for artificial reef material where such material is stored and prepared for transportation to an approved artificial reef site.

d) "Prefabricated modules" means structures specifically designed and built for use as artificial reefs and which meet the environmental safety, durability, and stability requirements of this rule, as well as providing complexity and texture which are suitable as habitat for fishes and for colonization by encrusting marine organisms.

e) "Contractor" means the vendor contracted by the GRANTEE to provide services defined in the scope of work and meets the definition of "Contractor" in section 119.0701(1)(a).F.S.

f) "Nearshore fish/dive" means a category of artificial reef permitted areas located in water deeper than 24 ft. but shallower than 65 ft. where prefabricated artificial reef modules will be deployed.

g) "Offshore fish/dive" means a category of artificial reef permitted areas located in water deeper than 65 ft. where prefabricated artificial reef modules will be deployed.

h) "Multi-sided module" means a polyhedral artificial reef unit consisting of three or more polygonal sides. For the purpose of this agreement, a dome shaped module is considered multi-sided polyhedron. A tetrahedron (three sided artificial reef structure) is an example of a multi-sided module.

The County will be administering an artificial reef construction project. The project consists of construction and deployment of concrete artificial reef modules of one distinct type at twelve (12) specified locations offshore of Walton County. The locations and allocation of the artificial reef modules are as specified in the deployment plan (see Attachment B). The specifications for the artificial reef modules will be described in subsequent paragraphs. Available funds for this project are $340,543.94. Contractors must submit proposals for what they can construct and deploy as specified in the deployment plan for the total of $340,543.94. Contractor selection will be administered through the criteria outlined in the below request for proposal process considering the greatest quantity and quality of product and service offered.

The specified artificial reef modules are to be deployed in twelve (12) artificial reef permit areas offshore of Walton County. Please chart listed in Table 1 of Section 1 of this RFP. These are authorized artificial reef permit areas with the Florida Department of Environmental Protection and U.S. Army Corps of Engineers. The permits for the twelve (12) areas are:

TABLE 1

Nearshore/Offshore Permitted Sites	**FDEP Permit Number (End date)**	**USACE Permit Number (End date)**	**Center Latitude**	**Center Longitude**	**Depth (ft)**	**Navigational Clearance (ft)**
Miramar Beach Fish/Dive Reef	324063-001-EG (2/14/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	30° 21.875' N	86° 23.356' W	59-61'	30
Topsail Bluff Fish/Dive Reef	324066-001-EG (2/14/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	30° 21.375' N	86° 19.356' W	59-64'	30
Fort Panic Fish/Dive Reef	324067-001-EG (2/07/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	30° 20.375' N	86° 15.356' W	58-63'	30
Ed Walline Fish/Dive Reef	324068-001-EG (2/07/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	30° 19.975' N	86° 13.856' W	55-58'	30
Blue Mountain Fish/Dive Reef	324071-001-EG (2/07/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	30° 19.375' N	86° 12.056' W	52-54'	30
Grayton Beach Fish/Dive Reef	324072-001-EG (2/07/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	30° 18.672' N	86° 09.656' W	56-59'	30
Santa Clara Fish/Dive Reef	324070-001-EG (2/13/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	30° 18.075' N	86° 07.356' W	52-56'	30
Deer Lake Fish/Dive Reef	324074-001-EG (2/13/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	30° 17.375' N	86° 04.856' W	50-57'	30
Inlet Beach Fish/Dive Reef	324076-001-EG (2/13/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	30° 15.675' N	86° 00.856' W	54-57'	30
Miramar Frangista Fish/Dive Reef	311284-001-EG (5/02/2017)	SAJ-1996-06244 (SP-SWA) (8/24/2025)	30° 19.700' N	86° 22.900' W	77-83'	30

Fish Haven #1	318419-001-EG (6/04/2018)	SAJ-2013-01166 (4/14/2024)	30° 19.327' N	86° 17.875' W	70'	30
Fish Haven #2	318423-001-EG (6/04/2018)	SAJ-2013-01167 (4/14/2024)	30° 16.109' N	86° 13.875' W	80'	30

Each Contractor RFP proposal must consist of the following elements:

2. 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, the "Florida Business Corporation Act"; (http://dos.myflorida.com/).
b) Must not be on the federal debarment list; http://www.dol.gob/ofccp/regs/compliance/preaward/debarlst.htm
c) Must not be on the state debarment list;
    a. http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
d) Must show they are competent and have the necessary resources to fulfill the conditions of the contract.
e) Must have successfully completed at least one artificial reef construction project within the past 5 years, anywhere in the United States.
f) Provide proof of insurance (in accordance with the County liability requirements);

3. Minimum Material Standards

Artificial reef materials placed in the "Nearshore/Offshore Permitted Sites" (Table 1) must consist of multi-sided, prefabricated artificial reef modules (5-9 feet tall). All artificial reef modules must be composed of reinforced marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi) and cured for at least 14 days prior to deployment. Modules shall consist of concrete and embedded stone or shell (no external metal framework) with multiple openings all the way through the outer surface to allow for water circulation and access by fish. All modules must have a solid bottom or the top of the structure must have an opening greater than 36 inches in diameter to allow for sea turtle escapement. Units must be capable of being lowered to an upright position on the seafloor. Any lifting lines or straps used during deployment must be temporary and removed by the contractor prior to reimbursement. Specifically the modules must fall within the additional specifications.

a) The modules will be Ledge and Disk Reef modules: 5-9 ft. tall hollow concrete walled structure with three or more sides and multiple small holes throughout the structure. Modules without a fully enclosed base will have a turtle escape opening created at the top of the structure that must be at least 36 inches in diameter.

4. Deployment Pattern Standards

Materials proposed must be deployed within the twelve (12) specified permitted areas. The bidder shall state the number of proposed modules in their bid response using Attachment B. All artificial reef modules shall be planned a minimum of 50ft. from all permitted area boundaries. Where multiple 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. Within 30 days following contract award, the County shall provide the Contractor with a specific list of coordinates for each of the proposed modules.

5. Calendar of Events

Project construction and deployment must be completed prior to June 30, 2018. No compensation will be made for any work completed after this date.

6. Proposal Criteria/Format

(See enclosed Artificial Reef Project Proposal Evaluation for more details)

The Contractor shall develop as part of the proposal, in draft form, a detailed project plan for the procurement, labor, construction, staging, transport and deployment on which the Contractor intends to bid. The Contractor must provide as part of the proposed project plan the following:

A. Experience and Understanding (Average Ranking Weighted 10%)
Describe the qualifications and demonstrate the ability to implement and administer the project. The Contractor must provide the following information:

i. Minimum of three reference names, one of which must be the client from a previous artificial reef project. Addresses and phone numbers must be provided for each reference. Higher quality artificial reef project references are preferred.

ii. Number of years of involvement in marine construction projects and the number, name, location, description, cost and year of artificial reef

construction projects successfully completed. Greater amount of artificial reef projects in the past 5 years are preferred.

B. Module Specifications (Average Ranking Weighted 70%)

Describe detailed specifications of the module designs proposed to be deployed. The contractor must provide the following information:

i. Detailed description and specifications of modules. Describe the module dimensions, weight and the composition of each component of each module design including wall thickness, what type of material reinforces the module's concrete walls and how and with what material the separate parts of the module are secured to each other. Submit scale engineering drawings (top, side, bottom view's) of each module design proposed. Module descriptions exhibiting the greatest detail and performance potential are preferred.

ii. Footprint. Provide the area in square feet of the base of each module design proposed. Large footprints are preferred.

iii. Surface area. Specify the external surface area exposed in the water column (not covered by seafloor) in square feet of each module type to be deployed, and the combined average total top outside surface area for each module design. Indicate if any material enhancements that will be attached to the module surface such as stone, shell, etc. Greatest amount of surface areas and material enhancements are desired.

iv. Height. Identify the maximum height of each type of module to be deployed. Greatest heights meeting specifications and restrictions are desired.

v. Lifting and placement mechanism. Describe how each module is designed to be lifted and released on the bottom. Describe how the lifting lines and/or straps will be temporary/removable.

vi. Demonstrate stability of each module design. Documentation of past performance are preferred.

vii. Demonstrate durability of each module design. Documentation of past performance at similar deployment depths are preferred.

viii. Tendency to subside. Demonstrate the tendency of each module design to subside. Describe any module design elements intended to reduce subsidence. Documentation of past performance and designs

with minimal subsidence at similar deployment depths and similar substrate type are preferred.

ix. Identify the total quantity of modules that will be provided. Greatest quantity is preferred.

C. Schedule of Operations (Average Ranking Weighted 10%)

i. Provide the total number of estimated days at sea and associated vessel loading days that will be required to complete the project prior to the contract expiration date. Shortest periods of time and earliest completion dates are preferred.

ii. Describe the step-by-step tasks of procuring, loading, moving, transporting, handling and deploying the selected modules through the time the modules are placed on the bottom. Proven methods are preferred.

iii. Describe how the modules will be safely transported to the reef construction site, including how the modules will be secured for transit to the deployment site.

iv. Describe the proposed anchoring system and the proposed method to accurately deploy the modules at the designated coordinates. Describe how coordination with designated County observers will be maintained. Methods with the greatest degree of safety and protection are preferred. Greatest anchoring and deployment methods to ensure placement accuracy are favored.

D. Available Deployment Resources (Average Ranking Weighted 10%)

Describe the resources available to successfully complete deployment of all proposed modules. The contractor must provide the following information:

i. The staging site where the units will be kept and made available for inspection prior to deployment. High site capability and accessibility for inspection by the County is preferred.

ii. The specifications (load capacity, vessel type, etc.) of the vessel/barge, and crane, and other equipment that will deploy the modules, and the port(s) they will be operating from. Well maintained equipment showing greatest capabilities and dependability are preferred.

iii. The specification (load capacity, vessel type, etc.) of the tugboat and/or other support vessels that will deploy the modules, and the port(s) they will be operating from. Well maintained vessels showing greatest capability and dependability are preferred.

iv. The GPS specifications and methods to be used to deploy materials at the target locations and the anticipated deployment accuracy of module placement in relation to the target coordinates. Equipment redundancy and installations with the least offset distances are preferred. Methods and procedures assuring greatest placement accuracy are preferred.

7. <u>Deployment and Material Placement</u>

a) Contractor shall mark all modules with a waterproof inventory identification number to accommodate cargo manifests and post deployment underwater surveys and inspections. The CONTRACTOR shall provide a complete inventory list to the observer, designated by the County, to validate accuracy of cargo manifests prior deployment.

b) Within 30 days following contract award, the County shall provide the Contractor with a specific list of coordinates for each of the proposed modules.

c) An on-site observer, designated by the County, must be present during deployment operations. Effective and reliable communications shall exist at all times between the transport/deployment vessel, and the designated County observer on-site. The County 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.

d) Deployment operations will only be initiated when sea height in the operations area is no greater than two to three feet as forecast by the nearest NOAA weather office.

e) During 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 modules on the bottom. 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 captain, the transport vessel crew, and the designated County 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 contractor'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.

f) All artificial reef modules shall be planned a minimum of 100 ft. from all permitted area boundaries. For deeper depths, strong current, wind or sea conditions, a greater buffer is strongly encouraged to ensure all deployments fall within the permitted area.

g) The minimum vertical clearance shall be maintained above the highest point of the reef modules in each of the permitted areas (in accordance with the special conditions of the applicable US Army Corps of Engineers and Florida Department of Environmental Protection permits (Table 1).

h) All special and standard manatee protection requirements described in the Army Corps of Engineers Permits (see Table 1) for these reef sites must be met.

i) The County's Contract Manager or County's designated official observer shall oversee the temporary marking of each reef deployment location permit boundaries in advance of reef materials deployment in order to assist the contractor 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 prior to deployment. Precise GPS placement of marker buoys that do not shift position are important to ensure the reef is constructed within the permitted area and accurately placed at the designated deployment location(s). The County/COMMISSION will not pay for materials placed outside the permitted area.

j) The County's Project Manager 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.

k) Both the County and its Contractor 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 permitted area will also be in possession of the County's observer and the contractor when on site.

l) Both the County and its Contractor shall be prepared to remove any floating debris that might occur during deployment. Having boat hooks, dip nets, and other equipment on board to enable efficient collection of unanticipated floating debris is strongly encouraged. The County shall be responsible for ensuring that any floating debris discovered during deployment operations (e.g., wood, floating line, aluminum cans, plastic bottles, or other floating materials) shall be collected and transported back to land for proper disposal.

m) The Contractor agrees to allow the County and COMMISSION to conduct on-site inspection of the artificial reefs before, during, and after the deployment.

8. Liability and Responsibility for Reef Materials

Upon initiation of the handling and movement of these artificial reef materials by the County's 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 Contractor until the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

9. Reporting, Performance, and Publications

a) The FWC Materials Placement Report shall be signed and submitted by the County 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.

b) Any published articles related to this artificial reef activity should reflect the role of the NRDA ERP Phase III in assisting in the funding of this activity.

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

d) The Contractor shall comply with all applicable Federal, State and local rules and regulations in providing services to the County 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.

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

1. Title 42, United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964 as amended)
2. Title 29, United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended)
3. Title 20, United States Code Section 1681 (Section 901, Title IX, Public Law 92-318, prohibiting discrimination of the basis of sex)
4. Title 42, United States Code (Section 6101 Title II of Public Law 94-135, prohibiting discrimination on the basis of age)
5. 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)
6. 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.

f) If modules are damaged during transport or deployment, liquidated damages may be assessed giving the County the option of reducing payment for any misplaced, disoriented, cracked or broken modules documented during the County's post-deployment surveys. The County will report liquidated damages to the Contractor using the assigned unique identifier number within 30 days of material deployment. Claims for liquidated damages may only be applied to the specific modules documented by the County within the 30-day inspection period. Modules not inspected within the 30-day inspection period will not be eligible for liquidated damages. Liquidated damages may be applied per unit according to the liquidated damages schedule (Table 2). Damages can be cumulative; for example, if a unit is found to be lying on its side and was cracked during handling that unit's price will be reduced by 20%.

Table 2: Schedule of liquidated damages for misplaced, disoriented, cracked or broken modules documented during the post-deployment surveys.

Liquidated Damages (PER UNIT)		**Reduction**
1	Unit deployed intact but not lying upright	10%
2	Unit cracked during handling but is still intact	10%
3	Unit is broken with up to 10% of the material no longer intact	10%
4	Unit is broken with up to 20% of the material no longer intact	20%
5	Unit is broken with up to 30% of the material no longer intact	30%
6	Unit is broken with up to 40% of the material no longer intact	40%
7	Unit is broken with more than 40% of the material no longer intact	100%
8	Unit was deployed outside of the permitted area.	100%

Attachment B
Proposal Sheet
Walton County NRDA Nearshore/Off-Shore Reef Construction Module C
RFP: 016-013

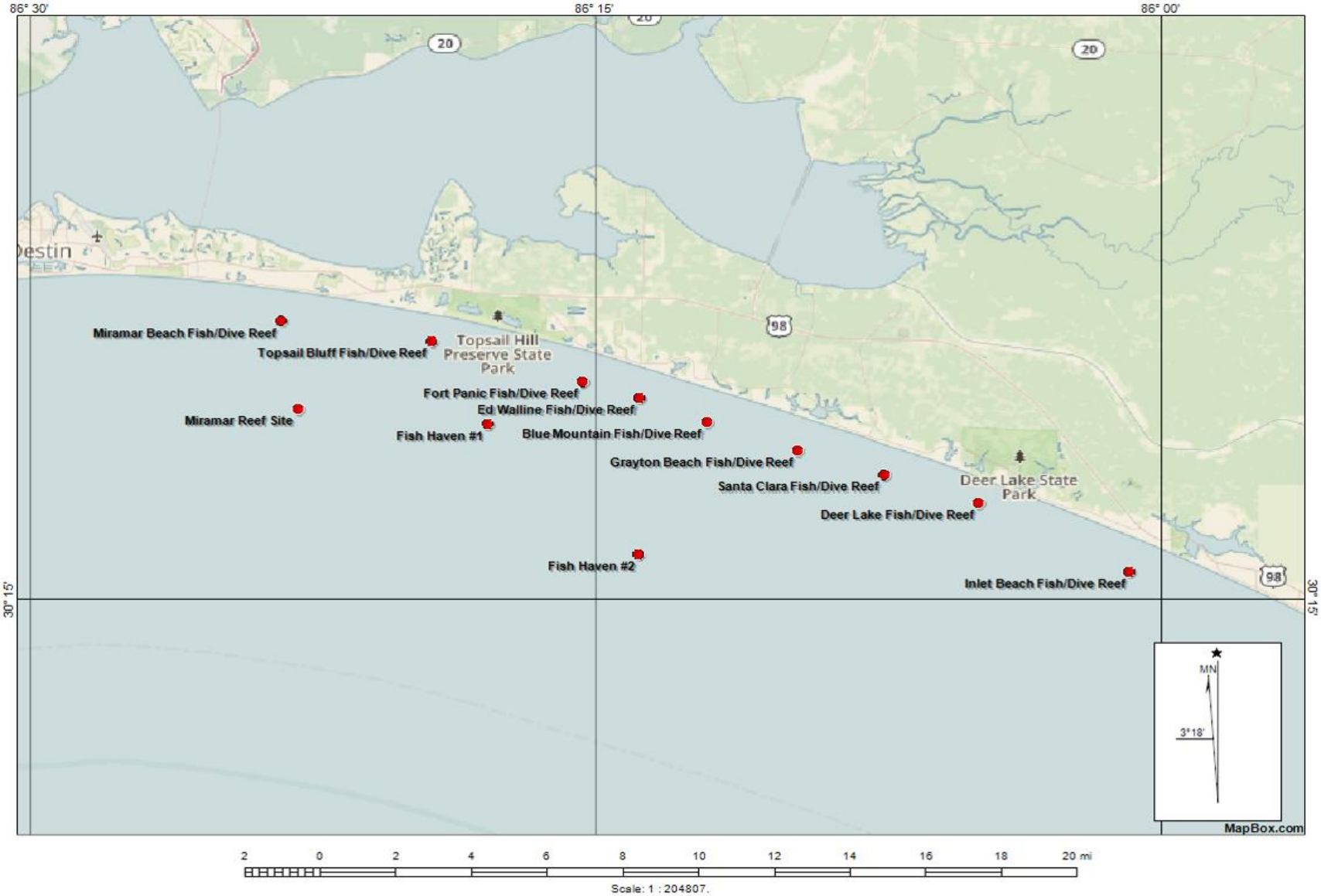
Bidder Contractor Name:_____

Module Type to be equally distributed in the sites listed below = Ledge and Disk Reef or facsimile

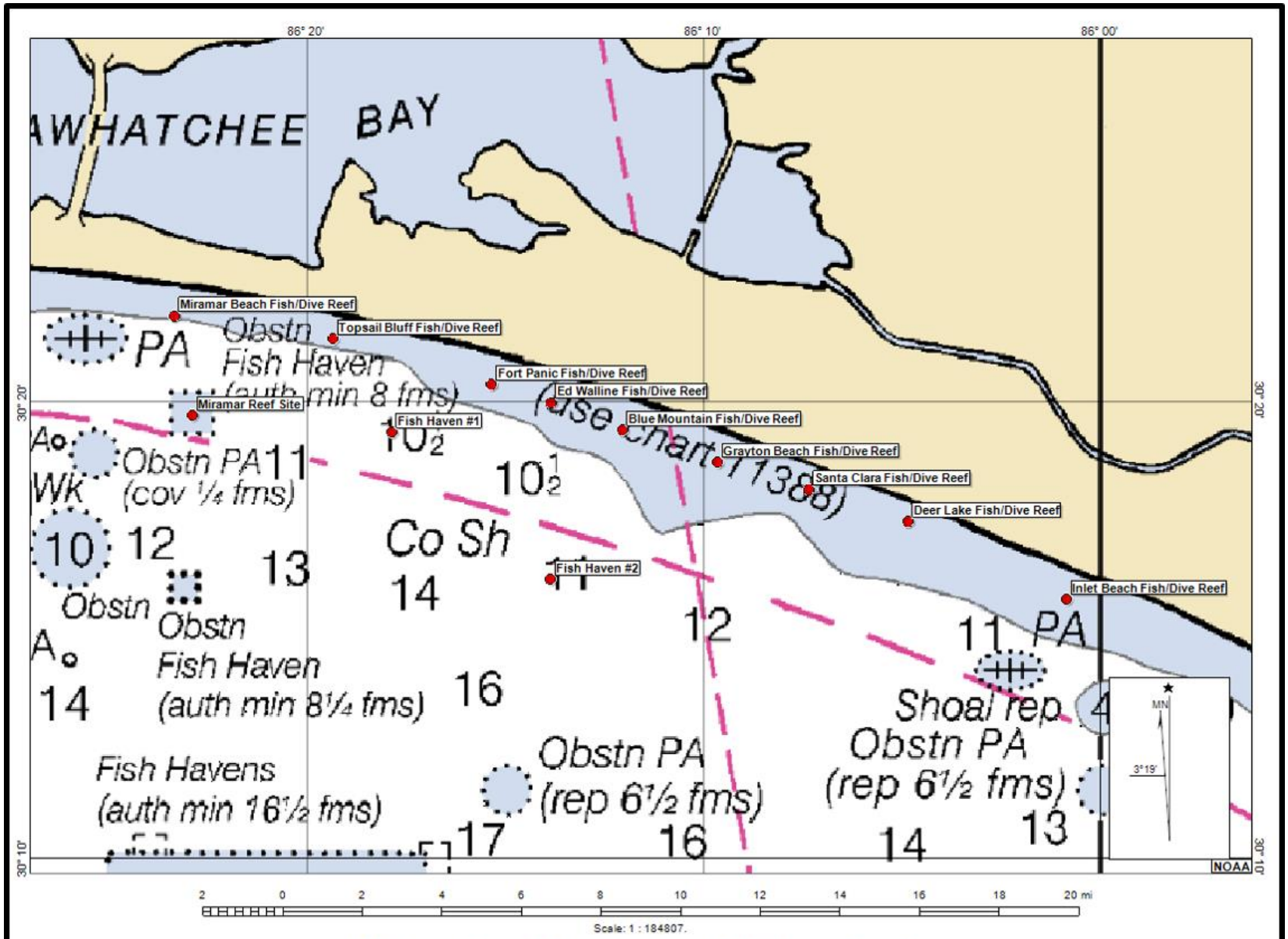
Total Number of Modules: _____

Price Per Module Deployed: _____

Nearshore/Offshore Permitted Sites	**FDEP Permit Number (end date)**	**USACE Permit Number (End date)**	**Number of Modules**
Miramar Beach Fish/Dive Reef	324063-001-EG (2/14/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	
Topsail Bluff Fish/Dive Reef	324066-001-EG (2/14/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	
Fort Panic Fish/Dive Reef	324067-001-EG (2/07/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	
Ed Walline Fish/Dive Reef	324068-001-EG (2/07/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	
Blue Mountain Fish/Dive Reef	324071-001-EG (2/07/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	
Grayton Beach Fish/Dive Reef	324072-001-EG (2/07/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	
Santa Clara Fish/Dive Reef	324070-001-EG (2/13/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	
Deer Lake Fish/Dive Reef	324074-001-EG (2/13/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	
Inlet Beach Fish/Dive Reef	324076-001-EG (2/13/2019)	SAJ-2014-00326 (SP-SWA) (2/9/2025)	
Miramar Frangista Fish/Dive Reef	311284-001-EG (5/02/2017)	SAJ-2014-00326 (SP-SWA) (8/24/2025)	
Fish Haven #1	318419-001-EG (6/04/2018)	SAJ-2013-01166 (4/14/2024)	
Fish Haven #2	318423-001-EG (6/04/2018)	SAJ-2013-01167 (4/14/2024)	



Walton County Nearshore/Offshore Reefs



Walton County Nearshore/Offshore Reefs

Attachment C
NRDA NEARSHORE/OFF-SHORE REEF CONSTRUCTION MODULE C

ARTIFICIAL REEF PROJECT PROPOSAL EVALUATION

Evaluator _____

Date _____

Company Evaluated _____

RANKING SCALE

Not Qualified Does Not Meet Minimum Requirements	Low Qualified								Highly Qualified
0	1	2	3	4	5	6	7	8	9 10

1. **Experience and Understanding (Average Ranking Weighted 10%)**
   Describe the qualifications and demonstrate the ability to implement and administer the project. The Contractor must provide the following information:

_____ a. Minimum of three reference names, one of which must be the client from a previous artificial reef project. Addresses and phone numbers must be provided for each reference. Higher quality artificial reef project references are preferred.

_____ b. Number of years of involvement in marine construction projects and the number, name, location, description, cost and year of artificial reef construction projects successfully completed. Greater amount of artificial reef projects in the past 5 years are preferred.

2. **Module Specifications (Average Ranking Weighted 70%)**
   Describe detailed specifications of the module designs proposed to be deployed. The contractor must provide the following information:

_____ a. Detailed description and specifications of modules. Describe the module dimensions, weight and the composition of each component of each module design including wall thickness, what type of material reinforces the module's concrete walls and how and with what material the separate parts of the module are secured to each other. Submit scale engineering drawings (top, side, bottom views) of each module design proposed.

Module descriptions exhibiting the greatest detail and performance potential are preferred.

_____ b. Footprint. Provide the area in square feet of the base of each module design proposed. Large footprints are preferred.

_____ c. Surface area. Specify the outside surface area exposed in the water column (not covered by seafloor) in square feet of each module type to be deployed, and the combined average total top outside surface area for each module design. Indicate if any material enhancements that will be attached to the module surface such as stone, shell, etc. Greatest amount of surface areas and material enhancements are desired.

_____ d. Height. Identify the maximum height of each type of module to be deployed. Greatest heights meeting specifications and restrictions are desired.

_____ e. Lifting and placement mechanism. Describe how each module is designed to be lifted and released on the bottom. Describe how the lifting lines and/or straps will be temporary/removable.

_____ f. Demonstrate stability of each module design. Documentation of past performance is preferred.

_____ g. Demonstrate durability of each module design. Documentation of past performance at similar deployment depths is preferred.

_____ h. Tendency to subside. Demonstrate the tendency of each module design to subside. Describe any module design elements intended to reduce subsidence. Documentation of past performance and designs with minimal subsidence at similar deployment depths and similar substrate type are preferred.

_____ i. Identify the total quantity of modules that will be provided. Greatest quantity is preferred.

3. **Schedule of Operations (Average Ranking Weighted 10%)**

_____ Provide the total number of estimated days at sea and associated vessel loading days that will be required to complete the project prior to the contract expiration date. Shortest periods of time and earliest completion dates are preferred.

_____ a. Describe the step-by-step tasks of procuring, loading, moving,transporting, handling and deploying the selected modules through the time the modules are placed on the bottom. Proven methods are preferred.

_____ b. Describe how the modules will be safely transported to the reef construction site, including how the modules will be secured for transit to the deployment site.

_____ c. Describe the proposed anchoring system and the proposed method to accurately deploy the modules at the designated coordinates. Describe how coordination with designated County observers will be maintained. Methods with the greatest degree of safety and protection are preferred. Greatest anchoring and deployment methods to ensure placement accuracy are favored.

4. **Available Deployment Resources (Average Ranking Weighted 10%)**
Describe the resources available to successfully complete deployment of all proposed modules. The contractor must provide the following information:

_____ a. The staging site where the units will be kept and made available for inspection prior to deployment. High site capability and accessibility for inspection by the County is preferred.

_____ b. The specifications (load capacity, vessel type, etc.) of the vessel/barge, and crane, and other equipment that will deploy the modules, and the port(s) they will be operating from. Well maintained equipment showing greatest capabilities and dependability are preferred.

_____ c. The specification (load capacity, vessel type, etc.) of the tugboat and/or other support vessels that will deploy the modules and the port they will be operating from. Well maintained vessels showing greatest capability and dependability are preferred.

_____ d. The GPS specifications and methods to be used to deploy materials at the target locations and the anticipated deployment accuracy of module placement in relation to the target coordinate. Equipment redundancy and installations with the least offset distances are preferred. Methods and procedures assuring greatest placement accuracy are preferred.