

**CITY OF MEXICO BEACH
2023-2026
NATIONAL RESOURCE DAMAGE ASSESSMENT ARTIFICIAL
REEF PROJECT**

REQUEST FOR PROPOSALS

RFP # 2023-02

RFP OPENED: _____

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NOTICE TO PROPOSERS

Notice is hereby given that the City of Mexico Beach Florida will accept sealed proposals until 2:00 PM (Central Time), on May 1, 2023, for the City of Mexico Beach 2023-2026 National Resource Damage Assessment (NRDA) Artificial Reef Project. The project consists of construction and deployment of concrete artificial reef modules (weighing a minimum of 3,000 pounds and vary in sizes of 15-25 feet tall) at ten specified locations offshore of the City of Mexico Beach. Available funds for this project are \$460,000.00. Contractors must submit proposals for what they can construct and deploy as specified in the deployment plan for the total of \$460,000.00. Contractor selection will be administered through criteria outlined in a request for proposal process. Copies of the provisions, forms, and specifications may be downloaded at <https://mexicobeachgov.com/bids/> . Contact Mr. Douglas Baber, City Administrator, at d.baber@mexicobeachgov.com and 850-648-5700 during normal working hours if there any questions.

At 2:30 PM (Central Time), on May 1, 2023, the proposals will be opened and read. All proposals must be in sealed envelope reflecting on the outside thereof the proposer's name and **"City of Mexico Beach 2023-2026 NRDA Artificial Reef Projects to be opened on May 1, 2023."**

There is no obligation on the part of the City to award the proposal to the lowest bidder, and the City reserves the right to award the proposal to the bidder submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the City of Mexico Beach and to waive any irregularity or technicality in proposals received. The City of Mexico Beach shall be the sole judge of the proposal and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any bidder failing to mark outside of the envelope, as set forth herein, may not be entitled to have their proposal considered.

All proposals should be addressed as follows:

City of Mexico Beach
Attn: Douglas Baber, City Administrator
201 Paradise Path, Mexico Beach, FL 32456

Douglas Baber
City Administrator

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SPECIFICATIONS

RFP #: 2023-02

RFP ITEM: CITY OF MEXICO BEACH 2023-2026 NATIONAL RESOURCE DAMAGE ASSESSMENT (NRDA) ARTIFICIAL REEF PROJECT

The purpose of this RFP is to secure sealed proposals for the construction, acquisition and deployment of clean concrete pre-fabricated structures as described in Attachment A.

The City reserves the right to choose the contractor and material that best meets its needs and to select quantities as it so chooses.

This project is funded by the Florida Fish & Wildlife Conservation Commission under the NRDA Early Restoration Plan (ERP) Phase III.

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". The City reserves the right to disqualify any RFP that appears not providing clear descriptive information.

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

SPECIAL CONDITIONS

1. The City reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal, and to accept the proposal that in its judgment will best serve the interest of the City. The City specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal.
2. **Addition/Deletion of Items:** The City reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the City's best interest.
3. **PIGGYBACKING:** The City hereby authorizes other agencies to piggyback, the practice of one agency using the procurement/agreement of another agency, on this Contract with Contractor's consent. The terms and conditions of the new contract, including the scope of work and volume of goods or services, must be the same as those of this contract.
4. Proposals will not be considered from vendors who are currently involved in official financial re-organization or bankruptcy proceedings.
5. **Payments:** The contractor shall be paid upon submission of invoices in duplicate, to the City of Mexico Beach, 201 Paradise Path, Mexico Beach, FL 32456; or by e-mail to d.baber@mexicobeachgov.com. The prices stipulated herein for articles delivered and accepted. Invoices must show purchase order numbers.
6. **Information:** Questions concerning proposal requirements or specifications should be directed to the City of Mexico Beach, 201 Paradise Path, Mexico Beach, FL 32456; Phone # 850-648-5700, Attn: Douglas Baber, City Administrator. Any changes by the City to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of proposals.
7. **Right to Waive & Reject:**
 - A. The City, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the City, to complete or perform a City contracted project in a timely fashion or has failed in any other way, in the opinion of the City, to perform a prior contract in a satisfactory manner.
 - B. There is no obligation on the part of the City to award the proposal to the lowest proposer, and the City reserves the right to award the proposal to the proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the City of Mexico Beach, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. The City of Mexico Beach shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

- C. The City of Mexico Beach reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the City.
- D. The City of Mexico Beach specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal. Each item must be proposed separately, and no attempt is to be made to tie any item or items to any other item or items.

8. **Disqualification of Proposers**

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his/her proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the City until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work that in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. The City, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the City, to complete or perform a City contracted project in a timely fashion or has failed in any other way, in the opinion of the City, to perform a prior contract in a satisfactory manner,
- H. Any condition in the contractor's proposal that results in a "NOT QUALIFIED" ranking in the ARTIFICIAL REEF PROJECT PROPOSAL EVALUATION process.

9. **Proposal Opening: Opening shall be in the City Hall Conference Room on the date and time specified. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone**

are NOT ACCEPTABLE. NOTE: The City of Mexico Beach, FL is “not a next day guaranteed delivery location” by delivery services.

10. **Public Entity Crime Information:** 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 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 contractor, supplier, 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.

11. **Conflict of Interest:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the City of Mexico Beach.

Furthermore, all respondents must disclose the name of any City officer or employee who owns, directly or indirectly, any interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the City of Mexico Beach, if he is an officer or employee of the City, disclosing his or spouse's or child's interest and the nature of the intended business.

NOTE: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

12. **Certifications and Assurances:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

NOTE: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

13. **Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

14. **Indemnification & Hold Harmless:** To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless **CITY**, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this Agreement.

NOTE: For proposer's convenience, this certification form is enclosed and is made a part of the proposal package.

15. **Contractor's Insurance:**

- A. The **CONTRACTOR** shall not commence work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the City of Mexico Beach.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A. M. Best & Co., Inc.
- C. The City shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the City reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- D. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR** which are involved, and which is a part of the contract.
- E. The City reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- F. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project, must be named in the Workers' Compensation coverage.
- G. All policies shall be written so that the City will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the City Representative.
- H. All insurance contracts, except the Workers' Compensation shall list the City of Mexico Beach as an Additional Insured. **CONTRACTOR** shall provide the City current Certificates of Insurance for all policies at least ten days before commencing work.

16. **Workers' Compensation Insurance:**

- A. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all employees employed including supervision, administration and management personnel. In case any work is sublet with the approval of the City, the **CONTRACTOR** shall require the Subcontractor to provide Workers' Compensation insurance for all employees. **All contractors/subcontractors will submit a copy of their certificate of Worker's Compensation Insurance with their bids. Bids not containing this certification will be cause for rejection of bid.** Evidence of such insurance shall be furnished by City not less than ten (10) days prior to the commencement of any and all subcontracted work.
- B. Such insurance shall comply with the Florida Workers' Compensation Law.
- C. Coverage shall include a waiver or subrogation clause in favor of the City of Mexico Beach. Also, this endorsement must be indicated on all Certificates of Insurance.
- D. Contractor shall insure and/or otherwise comply with the Federal Longshoremen and Harbor Workers Act and the Jones Act.

17. **Business Automobile & Public Liability Insurance:**

- A. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-Owned and Hired motor vehicle coverage.
- B. The **CONTRACTOR** shall carry other Public Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- C. In addition to the required coverage in B above, Public Liability coverage shall include the following:
 - 1) On and Off Premises Operation Liability
 - 2) Personal Injury Liability Insurance
 - 3) Independent Contractor Liability
 - 4) Completed Operations & Products Liability
- D. The **CONTRACTOR** shall agree to maintain in force Commercial General Liability Insurance including Completed Operations and Products Liability coverage for at least two years following acceptance of the project by the CITY.
- E. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in

this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the **CONTRACTOR** shall notify the City representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

Limits of Liability:

The insurance required shall be written for not less than the following limits unless law requires higher amounts:

<u>COVERAGE</u>	<u>LIMIT</u>
1. Workers Compensation	
a. State	Statutory
b. Employers Liability	\$1 million each accident
2. Business Automobile & Commercial Grant Liability Insurance	\$1 million each occurrence (Combined Single Limit)
3. Personal & Advertising Injury	\$250,000

18. **Notice of Claims or Litigation:**

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the **CONTRACTOR'S** knowledge, the City Representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

19. **Certificate of Insurance:**

- A. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by the City of Mexico Beach as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- B. Certificates of Insurance, in duplicate, indicating the jobsite and evidencing all required coverage must be submitted to and approved by the City of Mexico Beach

prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

City of Mexico Beach
201 Paradise Path
Mexico Beach, FL 32456

- C. All policies shall expressly require 30 days written notice to the City of Mexico Beach at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide. The certificate, if on a Standard Accord, shall not include language such as “if any” or but failure to mail such notice shall impose on obligation or liability of any kind upon the City, its agents or representatives.
- D. All certificates shall be subject to the City’s approval of adequacy of protection and the satisfactory character of the Insurer.
- E. The Certificates of Insurance shall disclose any and all deductibles or self-insured detentions (SIRs). Deductibles or SIRs in excess of \$10,000 will not be accepted unless specifically approved in writing by the City of Mexico Beach. All deductibles or SIRS, whether approved by the City or not, shall be the Contractor’s full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.

In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from the City of Mexico Beach will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

- F. In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the City of Mexico Beach shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by Contractor upon presentation of a bill.

20. **General Terms:**

Any type of insurance or increase of limits of liability not described above which the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against the City of Mexico Beach and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

21. **Umbrella Insurance:**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

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**ATTACHMENT A
SCOPE OF WORK**

*City of Mexico Beach
2023-2026 NRDA Artificial Reef Project*

1. DEFINITIONS:

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

1. "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.

2. "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.

3. "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.

4. "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.

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

6. "Nearshore fish/dive/snorkel" means a category of artificial reef permitted areas located in water shallower than 30 ft. where prefabricated artificial reef modules will be deployed.

7. "Offshore fish/dive" means a category of artificial reef permitted areas located in water deeper than 30 ft. where prefabricated artificial reef modules will be deployed.

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

2. Project Description:

The City of Mexico Beach, Florida will be administering an artificial reef construction project. The project consists of construction and deployment of concrete artificial reef modules of offshore of the City of Mexico Beach. 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 \$460,000.00. Contractors must submit proposals for what they can construct and deploy as specified in the deployment plan for the total of \$460,000.00. 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 the permitted areas listed in **Table 1**:

Table 1 Artificial Reef Permit and Location Information

Permit Area Name	USACOE Permit Information FDEP Permit Information		Location Information			
	Permit Number	Expiration	Latitude/ Longitude	Depth (ft.)	Navigational Clearance (ft.)	Distance and Bearing from Mexico Beach Channel
Bridge Rubble	SAJ-2006-01340 (MOD-LSL)	Dec 7, 2027	29° 46.096' N; 85° 36.428' W	84-87	40	14.2 nm 221°
Bridge Span	SAJ-2006-01340 (MOD-LSL)	Dec 7, 2027	29° 44.513' N; 85° 42.143' W	96-102	40	18.8 nm 229°
Carbody	SAJ-1988-60104 (SP-JML) 03-0294635-002-EG	Mar 18, 2025 Mar 26, 2024	29° 54.120' N; 85° 32.070' W	45-72	40	6.1 nm 240°
Crooked Island	SAJ-1988-60104 (SP-JML) 03-0294635-002-EG	Mar 18, 2025 Mar 26, 2024	29° 55.160' N; 85° 34.510' W	62-76	40	7.8 nm 257°
North	SAJ-2006-01340 (MOD-LSL)	Dec 7, 2027	29° 46.771' N; 85° 42.143' W	90-98	40	17.4 nm 235°
Sherman	SAJ-1988-60104 (SP-JML) 03-0294635-002-EG	Mar 18, 2025 Mar 26, 2024	29° 55.124' N; 85° 39.303' W	76-80	50	11.9 nm 261°
South	SAJ-2006-01340 (MOD-LSL)	Dec 7, 2027	29° 43.486' N; 85° 40.983' W	91-100	40	18.8 nm 225°
Tower	SAJ-2006-01340 (MOD-LSL)	Dec 7, 2027	29° 43.692' N; 85° 28.828' W	56-72	40	13.4 nm 191°
LAARS B	SAJ-1993-00660(MOD-LSL)	Jan 12, 2027	29° 48.210' N; 85° 48.785' W	110-120	50	21.8 nm 247°

Each Contractor RFP proposal must consist of the following elements:

3. 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, the “Florida Business Corporation Act”; (<http://dos.myflorida.com/>).
- b. Must not be on the federal debarment list;
<http://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>
- c. Must not be on the state debarment list;
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- d. In accordance with Executive Order 12549, Debarment and Suspension, the **Contractor** shall agree and certify 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; and, that the **Contractor** shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the **City** by the federal agency issuing the grant award. As required by sentences 1 and 2 above, the **Contractor** shall include the language of this section in all subcontracts or lower tier agreements executed to support the **Contractor's** work under this Agreement.
- e. 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/>).
- f. Must show they are competent and have the necessary resources to fulfill the conditions of the contract.
- g. Must have successfully completed at least one artificial reef construction project within the past 5 years, anywhere in the United States.
- h. Must provide proof of insurance (in accordance with City liability requirements).

4. MINIMUM MATERIAL STANDARDS

Artificial reef materials placed in the "Offshore Fish/Dive Permitted Areas" (**Table 1**) must consist of multi-sided, prefabricated artificial reef modules as follows:

- a. **Type I:** A minimum of 16 each Large Tetrahedron Reefs: 15 ft. (minimum) to 18 ft. tall (maximum), 18 ton (maximum) hollow concrete walled structure with three or more sides. This unit is a larger version of the original 6-8 ft. tall tetrahedron. Each side of the module should

have a minimum of 5 openings/windows ranging from 8-40 inches in height and width. The interior of each tetrahedron, must contain habitat structure providing a complex and diverse shelter for small/juvenile fishes and invertebrates.

b. **Type II:** A minimum of 6 each Large Tetrahedron Reefs: 22 ft. (minimum) to 25 ft. tall (maximum), 18 ton (maximum) hollow concrete walled structure with three or more sides. This unit is a larger version of the original 6-8 ft. tall tetrahedron. Each side of the module should have a minimum of 5 openings/windows ranging from 8-40 inches in height and width. The interior of each tetrahedron, must contain habitat structure providing a complex and diverse shelter for small/juvenile fishes and invertebrates.

c. **Type III:** A minimum of 9 each Large Tetrahedron Reefs: 15 ft. (minimum) to 18 ft. tall (maximum), 18 ton (maximum) hollow concrete walled structure with three or more sides. This unit is a larger version of the original 6-8 ft. tall tetrahedron.

All artificial reef materials shall be clean and free from excess dirt, asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free-floating material or other deleterious substances. Prefabricated modules must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi) with a micro-silica strengthening agent. Prefabricated modules shall consist of concrete with no exposed metal framework. Prefabricated modules will be designed with multiple openings of various sizes 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 within 50 feet of designated coordinates for each unit; greater accuracy is desired where possible. Any lifting lines or straps used during deployment must be temporary and removed by the BIDDER/CONTRACTOR prior to payment. Any lifting lines or straps not released and recovered by the BIDDER/CONTRACTOR during deployment must be capable of removal by FWC/MBARA divers following the deployment.

5. LOADING AND TRANSPORTATION

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 and shall include the necessary personnel and equipment to safely transport and deploy the reef material. 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.

6. DEPLOYMENT PATTERN STANDARDS

Materials proposed must be deployed within the specified permitted areas listed in Table 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 modules for

patch reef on the bottom; greater accuracy is desired where possible. 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.

Materials proposed must be deployed within one specified permitted area. The bidder shall state the number of proposed modules in their bid response using Attachment B. Where multiple modules are deployed at a single location, the modules are to be placed in straight line layouts and within the planned 40-foot-on-center distances of each other without stacking or otherwise contacting each other. The modules will be placed within 50 feet of all designated on-center coordinates for each module and shall not be widely scattered within each deployment location; greater accuracy is desired where possible.

7. CALENDAR OF EVENTS

Project construction must be completed prior to **Jun 30, 2026**. No compensation will be made for any work completed after this date.

8. ECONOMY OF PRESENTATION

CONTRACTOR's proposals shall be prepared simply and economically, providing a straightforward, concise delineation of **CONTRACTOR'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. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that **CONTRACTORS** follow the format and instructions contained in the RFP. **CONTRACTORS** must also provide electronic copies of their bids/documents/-presentations/proposals on CD/DVD or flash media (i.e., USB flash media) with their submissions.

1. **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:

1. 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.
 2. 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:
1. 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.
 2. Footprint. Provide the area in square feet of the base of each module design proposed. Large footprints are preferred.
 3. 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.
 4. Height. Identify the maximum height of each type of module to be deployed. Greatest heights meeting specifications and restrictions are desired.
 5. Lifting and placement mechanism. Describe how each module is designed to be lifted and released on the bottom in straight lines within 50 feet of the designated coordinates for each module; greater accuracy is desired where possible. Describe how the lifting lines and/or straps will be temporary/removable. Any lifting lines or straps not released and recovered by the **BIDDER/CONTRACTOR** during deployment must be capable of removal by FWC/MBARA divers following the deployment where depth is 130 feet or less.
 6. Demonstrate stability of each module design. Documentation of past performance are preferred.
 7. Demonstrate durability of each module design. Documentation of past performance at similar deployment depths are preferred.

8. 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.
9. Identify the total quantity of modules that will be provided. Greatest quantity is preferred.
10. Depth and composition of pilings (when applicable). Identify the dimensions and composition of the pilings to be used in the module design and describe the depth and methods which the piling will be embedded in the sea floor. Material compositions of greatest durability are preferred. Piling depths exceeding minimum specifications are also desirable.

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

1. 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.
2. Provide the number of estimated days required to manufacture the modules (if not already manufactured). Shortest periods of time are preferred.
3. 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. Shortest periods of time are preferred.
4. 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.
5. 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.
6. Describe the proposed anchoring system and the proposed method to accurately deploy the modules at the designated coordinates. Describe how coordination with designated City 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:

1. 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 city is preferred.

2. 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.
3. 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.
4. 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.

9. DEPLOYMENT AND MATERIAL PLACEMENT

- 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 City of Mexico Beach, to validate accuracy of cargo manifests prior deployment.**
- b. Within 30 days following contract award, the **City of Mexico Beach** shall provide the **CONTRACTOR** with a specific list of coordinates for each of the proposed modules.
- c. An on-site observer, designated by the City of Mexico Beach, must be present during deployment operations. Effective and reliable communications shall exist at all times between the transport/deployment vessel, and the designated City of Mexico Beach observer on-site.
- 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. The City of Mexico Beach 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.
- f. All special and standard manatee protection requirements described in the Army Corps of Engineers Permits No. SAJ-1988-60104 (SP-JML), SAJ-1993-00660 (SP-LSL), and SAJ-2006-01340 (MOD-LSL) for these reef sites must be met.
- g. The City of Mexico Beach's Contract Manager or City of Mexico Beach's designated official observer shall ensure that the reef is constructed within the permitted area. This can be done using marker buoys, or dynamic positioning, if the chosen subcontractor can

provide such services. When using marker buoys, the marker(s) 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. Precise GPS placement of marker buoys that do not shift position with time are important to ensure the reef is constructed within the permitted area. When relying on dynamic positioning from the subcontractor, the City of Mexico Beach's observer will confirm deployment locations with the subcontractor in advance of deployment, and will use a secondary method to confirm proper positioning of the deployment vessel. Secondary methods include either onboard-radar detection, or a handheld GPS, to monitor the GPS location of the deployment vessel throughout the course of the deployment. The City of Mexico Beach will not pay for materials placed outside the permit area as described above.

- h. The **City of Mexico Beach 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.
- i. Both the **City of Mexico Beach 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 **City of Mexico Beach 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.
- j. The **CONTRACTOR** agrees to allow the **City of Mexico Beach** and **COMMISSION** to conduct on-site inspections of the saltwater artificial fishing reef project before, during, and after the deployment.

10. LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

- a. 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.

11. REPORTING, PERFORMANCE, AND PUBLICATIONS

- a. The **CONTRACTOR** will provide the **City** with GPS coordinates of each structure placed. The FWC Materials Placement Report shall be signed and submitted by the **City of Mexico Beach 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. The **CONTRACTOR** shall comply with all applicable Federal, State and local rules and regulations in providing services to the City of Mexico Beach 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.
- d. 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.
- e. If modules are damaged during transport or deployment, liquidated damages may be assessed giving the **City of Mexico Beach** the option of reducing payment for any misplaced, disoriented, cracked or broken modules documented during the **City of Mexico Beach's** post-deployment surveys. The **City of Mexico Beach** 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 **City of Mexico Beach** 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. The unit must be removed by the CONTRACTOR prior to any payments.	100%

12. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Executive Order 96-236, the **CITY OF MEXICO BEACH** shall consider the employment by the **CONTRACTOR** of unauthorized aliens a violation of subsection 274A(a) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this AGREEMENT if the **CONTRACTOR** knowingly employs unauthorized aliens.

13. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

- a. **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.
- b. **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

- c. **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.
- d. **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).
- e. **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.

ATTACHMENT B
City of Mexico Beach
2023-2026 NRDA Artificial Reef Project Deployment Plan

Bidder Contractor Name: _____

Module Type = **Type I:** Large tetrahedron dome shaped module with internal habitat structure or facsimile
Type II: Large tetrahedron dome shaped module or facsimile
Type III: Large tetrahedron dome shaped module or facsimile

Total Modules: _____	
Number of proposed modules placed in designated permitted areas listed in Table 1.	Type I: Type II: Type III:

City of Mexico Beach 2023 NRDA Artificial Reef Project Locations

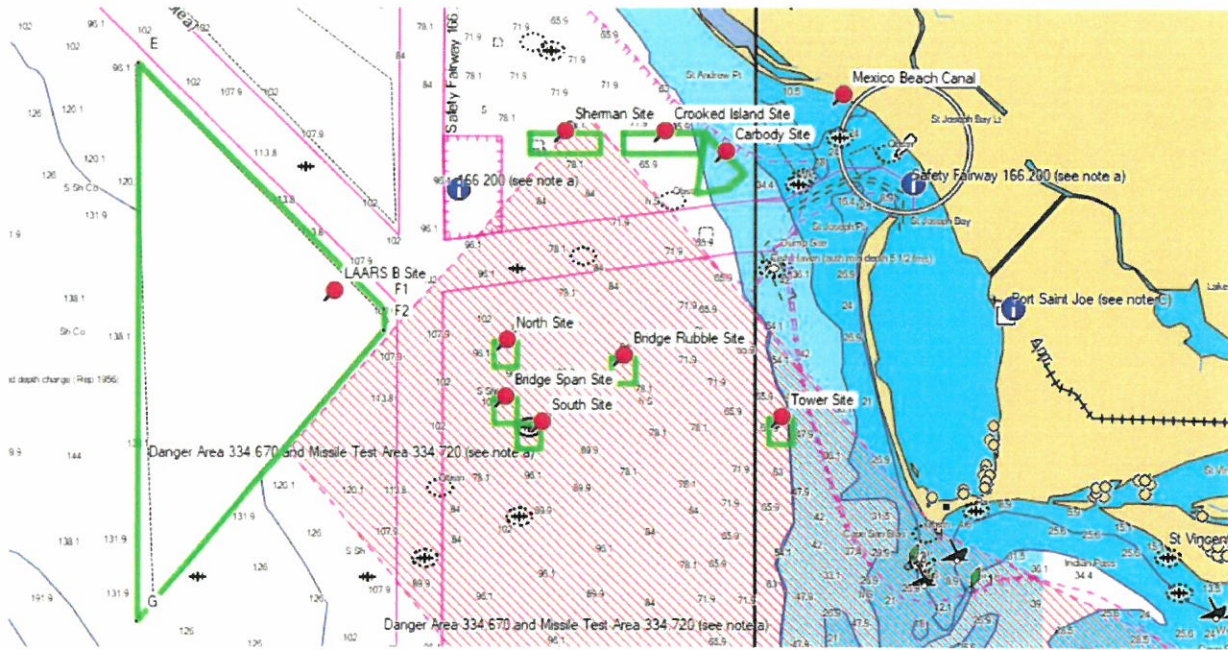


Table 3 Artificial Reef Permit and Location Information

Permit Area Name	USACOE Permit Information FDEP Permit Information		Location Information			
	Permit Number	Expiration	Latitude/ Longitude	Depth (ft.)	Navigational Clearance (ft.)	Distance and Bearing from Mexico Beach Channel
Bridge Rubble	SAJ-2006-01340 (MOD-LSL)	Nov 1, 2021	29° 46.096' N; 85° 36.428' W	84-87	40	14.2 nm 221°
Bridge Span	SAJ-2006-01340 (MOD-LSL)	Nov 1, 2021	29° 44.513' N; 85° 42.143' W	96-102	40	18.8 nm 229°
Carbody	SAJ-1988-60104 (SP-JML) 03-0294635-002-EG	Mar 18, 2025 Mar 26, 2024	29° 54.120' N; 85° 32.070' W	45-72	40	6.1 nm 240°
Crooked Island	SAJ-1988-60104 (SP-JML) 03-0294635-002-EG	Mar 18, 2025 Mar 26, 2024	29° 55.160' N; 85° 34.510' W	62-76	40	7.8 nm 257°
North	SAJ-2006-01340 (MOD-LSL)	Nov 1, 2021	29° 46.771' N; 85° 42.143' W	90-98	40	17.4 nm 235°
Sherman	SAJ-1988-60104 (SP-JML) 03-0294635-002-EG	Mar 18, 2025 Mar 26, 2024	29° 55.124' N; 85° 39.303' W	76-80	50	11.9 nm 261°
South	SAJ-2006-01340 (MOD-LSL)	Nov 1, 2021	29° 43.486' N; 85° 40.983' W	91-100	40	18.8 nm 225°
Tower	SAJ-2006-01340 (MOD-LSL)	Nov 1, 2021	29° 43.692' N; 85° 28.828' W	56-72	40	13.4 nm 191°
LAARS B	SAJ-1993-00660(MOD-LSL)	Jan 17, 2027	29° 48.210' N; 85° 48.785' W	110-120	50	21.8 nm 247°

Attachment C

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Mexico Beach 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 City 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 _____

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Attachment D

CERTIFICATIONS AND ASSURANCES

The City will not enter this Agreement unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (2 CFR Part 1400)
- B. Certification Regarding Lobbying (31 U.S.C. 1352)
- C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)
- D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)
- E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Agreement.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of his /her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform the City immediately upon any change of circumstances regarding this status.

**D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(If Contractor is a Recipient of Subrecipient of Federal Financial Assistance)**

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:

- a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph D.1. of this certification.
 4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Agreement, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
 5. Notifying the City in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.
 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Contractor is an individual, the Contractor certifies that:

1. As a condition of the grant, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Contractor will report the conviction, in writing, within 10 calendar days of the conviction, to the City. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Grant is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Grantee hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Grantee also hereby certifies that it is not engaged in business operations in Cuba or Syria.

Grantee understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Grantee to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Proposal.

By signing below, Contractor certifies the representations outlined in parts A through E above are true and correct.

(Signature and Title of Authorized Representative)

Contractor

Date

(Street)

(City, State, ZIP Code)

Attachment E

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

Required for all contractors and subcontractors on procurement (vendor) contracts of \$100,000 or more, and for all contracts and grants with sub-recipients regardless of amount, when funded by a federal grant.

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 _____

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**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER 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 which 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 Nonprocurement 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.

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Attachment F

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY OF MEXICO BEACH, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Proposer's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

(REVISED: JANUARY 12, 2001)

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Attachment G

City of Mexico Beach 2023-2026 NRDA Artificial Reef Project Previous Experience and References

Bidder Contractor Name: _____

List below, any previous experience in artificial reef preparation and experience. List at least three references below.

Reference 1

Name:	
Address:	
Phone:	
Email:	
Date(s), location(s), total cost(s) and description of project(s) completed with above reference:	

Reference 2

Name:	
Address:	
Phone:	
Email:	
Date(s), location(s), total cost(s) and description of project(s) completed with above reference:	

Reference 3

Name:	
Address:	
Phone:	
Email:	
Date(s), location(s), total cost(s) and description of project(s) completed with above reference:	

OPTIONAL: List additional references below:

NOTICE OF AWARD

TO:

PROJECT

DESCRIPTION: CITY OF MEXICO BEACH NATURAL RESOURCE DAMAGE ASSESSMENT ARTIFICIAL REEF CONSTRUCTION PROJECT

The **OWNER** has considered the **PROPOSAL** submitted by you for the above-described **WORK** in response to its Advertisement for Proposals dated _____ and Information for Proposers.

You are hereby notified that your **PROPOSAL** has been accepted for items in the amounts of \$ _____.

You are required by the Instructions to Proposers to execute the Agreement and furnish the required **CONTRACTOR'S** Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Certificates of Insurance within fifteen (15) calendar days from the date of this notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER's** acceptance of your **PROPOSAL** as abandoned. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**. If you have any questions, please call Mario Gisbert at 850-648-5700.

Dated this ____ day of _____, 20__.

OWNER –CITY OF MEXICO BEACH

BY: _____ TITLE _____
Douglas Baber City Administrator

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: _____

This the _____ day of _____, 20 ____.

BY: _____

Title: _____

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CONTRACT

This agreement, in sextuple, executed in Mexico Beach, Florida this ____ day of _____ 20____ representing the City of Mexico Beach, the Owner, hereinafter called the Party of the First Part, and _____ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work **related to providing concrete structures to be used in a reef building project as per RFP #2023-02** for total price, not to exceed \$ _____ in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin. The official notice will stipulate the date upon which it is expected that the Contractor will begin his work and from which date the working days tabulated against his time limit will begin; all other requirements in regard to the beginning of construction stipulated in the proposal and Special Provisions will date from the official notice. The place where the work is to be started will either be stated in the "Notice to Proceed"; or will be designated on the ground. The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed, and shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion with the time set forth in the proposal. Should the prosecution of work for any reason be discontinued by the Contractor, with the consent of the City, he shall notify the City at least twenty-four (24) hours before again resuming operations.

REPRESENTATIVES: The authorized representative of the City shall be:

Douglas Baber, City Administrator
City of Mexico Beach
Mexico Beach, FL 32456
850-648-5700
E-Mail: d.baber@mexicobeachgov.com

The authorized representative for _____ shall be:

E-Mail: _____

All notices required by this agreement shall be in writing to the representative listed above.

IN WITNESS WHEREOF, the Chairman of the City Council, by authority vested in him, has hereunto subscribed his name on behalf of the City of Mexico Beach of Mexico Beach, Florida, the Owner, and the said _____ has hereto fixed his signature, the day and year above written.

WITNESS:

CONTRACTOR

BY _____

TITLE

This contract is accepted this _____ day of _____ 20__ and is effective on the _____ day of _____ 20__.

ATTEST:

CITY OF MEXICO BEACH, FLORIDA

BY _____

NOTICE TO PROCEED

DATE: _____

TO:

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20_____, on or before _____, and you are to complete the WORK within _____. The date of completion of all WORK is therefore _____.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

CITY OF MEXICO BEACH
OWNER

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Company Name

This the _____ day of _____, 20 _____

Signature

By: _____
Type or Print Name

Title: _____

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ARTIFICIAL REEF PROJECT PROPOSAL EVALUATION

Evaluator _____

Date _____

Company Evaluated _____

RANKING SCALE

Not Qualified <u>Does Not Meet Minimum Requirements</u>	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 view's) 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 in straight lines within 50 feet of the designated coordinates for each module greater accuracy are desired where possible.
- _____ f. Describe how the lifting lines and/or straps will be temporary/removable. Any lifting lines or straps not released and recovered by the BIDDER/CONTRACTOR during deployment must be capable of removal by FWC/MBARA divers following the deployment where depth is 130 feet or less.
- _____ g. Demonstrate stability of each module design. Documentation of past performance are preferred.
- _____ h. Demonstrate durability of each module design. Documentation of past performance at similar deployment depths are preferred.
- _____ i. 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.
- _____ j. Identify the total quantity of modules that will be provided. Greatest quantity is preferred.
- _____ k. Depth and composition of pilings (when applicable). Identify the dimensions and composition of the pilings to be used in the module design and describe the depth and methods which the piling will be embedded in the sea floor. Material compositions of greatest durability are preferred. Piling depths exceeding minimum specifications are also desirable.

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

- _____ 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 the contract expiration date. Shortest periods of time and earliest completion dates are preferred.
- _____ b. Provide the number of estimated days required to manufacture the modules (if not already manufactured). Shortest periods of time are preferred.

- _____ 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. Shortest periods of time are preferred.
- _____ d. 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 with greatest placement accuracy are preferred.
- _____ e. 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.
- _____ f. Describe the proposed anchoring system and the proposed method to accurately deploy the modules at the designated coordinates. Describe how coordination with designated City 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 city 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(s) 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 coordinates. Equipment redundancy and installations with the least offset distances are preferred. Methods and procedures assuring greatest placement accuracy are preferred.

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Checklist of Items Required with Bid Packages

- Contractor's Bid:**
 - Material Specifications
 - Reef Unit Prices
 - Deployment Pattern
 - Available Deployment Resources
 - Task Plan
 - Schedule of Operations
 - Experience and Understanding

- The following completed and signed forms:**
 - CONFLICT OF INTEREST DISCLOSURE FORM (Attachment C)
 - CERTIFICATIONS AND ASSURANCES (Attachment D)
 - CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS (Attachment E)
 - INDEMNIFICATION AND HOLD HARMLESS (Attachment F).
 - EXPERIENCE AND UNDERSTANDING (Attachment G)

- Certificates declaring the following:**
 - Contractor's Insurance showing City of Mexico Beach as additional insured.
 - Worker's Compensation Insurance
 - Business Automobile & Public Liability Insurance

- Electronic copies of their bids/documents/presentations/proposals on CD/DVD or flash media (i.e. USB flash media).**

- All proposals must be in sealed envelope reflecting on the outside thereof the proposer's name and "City of Mexico Beach 2023-2026 NRDA Artificial Reef Projects to be opened on May 1, 2023."**