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**EASTERN SHIPBUILDING GROUP, INC.  
THE CITY OF PANAMA CITY, FLORIDA**

**2200 NELSON STREET  
PANAMA CITY, FLORIDA 32402**

**REQUEST FOR PROPOSALS (RFP)**

**Aluminum Fabrication Building Nelson**

**RFP No. Item#T1**

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## RESPONDENT INSTRUCTIONS

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

### **INTRODUCTION**

Eastern Shipbuilding Group, Inc. (“Eastern”) was awarded a contract by the United States Coast Guard to construct Offshore Patrol Cutters (“OPCs”). Triumph Gulf Coast, Inc. (“Triumph”), the City of Panama City, Florida (“City”) and Eastern Shipbuilding Group, Inc. (“Eastern” or “ESG”) entered into a Grant Award Agreement in June 2019 under which Triumph authorized a grant of up to \$20,000,000 for capital improvements related to the performance of the OPC contract. In addition, the City and Eastern entered into a Comprehensive Agreement, an Easement Agreement, and a Lease as described in the Grant Award Agreement. Copies of the Grant Award Agreement, Comprehensive Agreement, Easement Agreement, and Lease are available at [www.easternshipbuilding.com](http://www.easternshipbuilding.com) and can be obtained from the City. To the extent of any inconsistency, the documents shall be construed together in the following descending order of priority: Grant Award Agreement; Comprehensive Agreement; this RFP. The City and Eastern, (collectively the “Solicitor”) are in the process of procuring and completing various projects identified in the Grant Award Agreement or Comprehensive Agreement, (each, together with the subject of this RFP, a “Project”, and if more than one, “Projects”).

Solicitor is seeking proposals from contractors to design build an aluminum fabrication building that will be 100’ wide by 300’ long that will accommodate overhead cranes with a 47’ hook height. See attached drawing for notes and scope.

**All actual or prospective contractors should be aware that the Grant Award Agreement provides Triumph rights to approve both awards and payments. Actual or prospective contractors understand and agree that all awards shall be made on an “if approved” basis and that they shall have no recourse against Eastern or the City in the event an award or payment is not approved by Triumph. Further the Grant Award Agreement authorizes Eastern to submit offers.**

### **PROPOSAL DEADLINE/DELIVERY**

**SEALED PROPOSALS** for RFP NO: Item #T1 Aluminum Fabrication Building Nelson will be received by Eastern Shipbuilding Group, Inc. c/o Greg Boudreaux and Dan Lozier at 2200 Nelson Street, Visitor Control Office, Panama City, Florida 32402 up until 1:00 PM (central time) on May 28, 2020 (date). Proposals will be opened at the La Quinta Inn & Suites Panama City Beach, 7115 Coastal Palms Blvd, Panama City, FL 32408 May 28, 2020 (date) at 2:00 PM CST. Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the contractor to ensure that the proposal is received on time.

Each proposal shall be delivered to Eastern no later than the proposal deadline.

Special Accommodation: Any person requiring a special accommodation at a pre-proposal conference or proposal opening because of a disability should call Eastern at least five (5) business days prior to the event at which the person requires assistance.

### **SOLICITATION DOCUMENTS**

#### **ELECTRONIC VERSIONS OF THE SOLICITATION DOCUMENTS ARE AVAILABLE AT [WWW.EASTERSHIPBUILDING.COM](http://WWW.EASTERSHIPBUILDING.COM)**

Unless otherwise indicated, Greg Boudreaux or Dan Lozier will be the sole points of contact for this procurement and under no circumstances may an actual or prospective contractor contact anyone else at Eastern or the City concerning this procurement until after award. Any such contact may result in disqualification.

Contractors shall copy the following persons at the City with all communications with Greg Boudreaux and Dan Lozier:

JP Jones – Logistics Director – [jpjones@pcgov.org](mailto:jpjones@pcgov.org)

Tina Kunst – Project Manager – [tkunst@pcgov.org](mailto:tkunst@pcgov.org)

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### **PRE-BID MEETING**

A MANDATORY Pre-Bid Meeting will be held at 10:00 CST, May 5<sup>th</sup>, 2020 at 2200 Nelson Street Panama City Florida Visitor Control Office to sign in. This is a working shipyard so you will need to have PPE to enter to include a face mask.

Note: Bidders shall attend the pre-bid meeting. Any bidder who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to familiarize bidders with the project and answer questions.

All bidders must be present and signed in prior to the start of the Mandatory Pre-Bid Meeting. The convener of the meeting will collect the sign in sheet(s) and the meeting will “Officially” start. Anyone not signed in at the “Official” start of the meeting will be considered late and will not be allowed to bid on the project. Please allow 10 to 15 minutes to sign in prior to the start of the Mandatory Pre-Bid Meeting.

In the event that any discussions or questions at the pre-bid meeting or afterward require additional clarification the COUNTY will issue a written summary of questions and answers as an addendum to this Invitation to Bid.

### **QUESTIONS**

Actual or prospective contractors shall submit all questions, in writing, to [Eastern](http://Eastern) via email to Greg Boudreaux at [publicbidsqb@easternshipbuilding.com](mailto:publicbidsqb@easternshipbuilding.com) AND TO Dan Lozier at

[publicbidsdl@easternshipbuilding.com](mailto:publicbidsdl@easternshipbuilding.com). All questions shall be submitted no later than 5:00 pm (central time) on (date) May 18, 2020.

### **ADDENDA**

If an addenda is issued after the initial specifications are released, Solicitor will post the addenda at: [www.easternshipbuilding.com](http://www.easternshipbuilding.com). It is the responsibility of the contractor prior to submission of any proposal to check the above website or contact Solicitor's point of contact to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

### **PROPOSAL FORM**

To receive consideration, all proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the contractor. Alterations by erasure or interlineations must be explained or noted in the proposal over the signature of the contractor.

### **WITHDRAWAL OF PROPOSALS**

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

### **CANCELLATION**

Solicitor may cancel, amend, or modify this solicitation, in whole or in part, when it determines that doing so is in its best interests. Notice of cancellation, amendment, or modification shall be posted on at [www.easternshipbuilding.com](http://www.easternshipbuilding.com). The notice shall identify the solicitation and what portions are being canceled, amended or modified. Where appropriate, Solicitor may explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

### **BASIS OF AWARD**

Award shall be made to the responsible contractor on a best value basis, price and other factors considered. In determining which offer represents best value, Solicitor may use the trade-off process. The factors for evaluating offers shall be: (1) the Contractor's Management/Technical Approach; (2) the Contractor's Past Performance; (3) the Contractor's Price/Cost; and (4) the coordination, integration, completion and scheduling of the offer with other Projects. These four factors shall be of approximately equal importance in determining which offer represents the best value. How offers will be evaluated under each of these factors are explained in the Evaluation of Offers section of this solicitation.

Even though an award may be made based on initial offers, Solicitor reserves the right to seek clarifications or conduct discussions and request revised offers (sometimes referred to as best and final offers or "BAFO"s). Contractors should be advised that Solicitor may request revised offers after initial offers become publicly available pursuant to Ch. 119, Fla. Stat.

## **RIGHT TO REJECT**

Solicitor reserves the right to:

- a. Reject any or all proposals received.
- b. Select and award any portion of any or all proposal items.
- c. Waive minor informalities and irregularities in proposals.

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

## **EXECUTION OF AGREEMENT**

The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to Solicitor all required contract documents. The awarded Contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Solicitor before the successful contractor may proceed with the work.

The execution of the contract shall be contingent upon compliance with all conditions in the Grant Award Agreement and Comprehensive Agreement and issuance of a written notice to proceed by Solicitor.

The term of the contract shall commence upon issuance of the notice to proceed and continue in effect through full performance of the contract.

## **PAYMENTS**

Solicitor will try to make payments in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

## **LICENSES**

The contractor shall obtain any necessary licenses and permits, at his/her own cost, and shall comply with all applicable Federal, State, County and municipal laws, codes and regulations.

## **PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all contractors should be aware that Solicitor's Requests for Proposals and the responses thereto are in the public

domain. Contractors must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

The contractor(s) shall comply with Florida's Public Records Law. Specifically, the contractor(s) shall:

- a. Keep and maintain public records required by Solicitor to perform the service.
- b. Upon request from Solicitor, provide Solicitor 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 in Chapter 119, F.S. or as otherwise provided by law.
- c. 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 the contract if the contractor does not transfer the records to Solicitor.
- d. Upon completion of the contract, transfer, at no cost to Solicitor, all public records in possession of the contractor, or keep and maintain public records required by Solicitor to perform the service. If the contractor transfers all public records to Solicitor upon completion of the contract, the contractor 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 the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Solicitor, upon request from Solicitor in a format that is compatible with the information technology systems of Solicitor.
- e. The contractor shall maintain books, records and documents directly pertinent to performance under this contract in accordance with generally accepted accounting principles consistently applied. Solicitor, the County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following the date of final or effective date of termination, whichever is later. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved, including appeals.
- f. The contractor will comply with 20.055 (5), Florida Statutes.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract contact Dan Lozier at Eastern.

## **REPRESENTATIONS**

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

## **PUBLIC ENTITY CRIMES STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to this solicitation if it has been less than a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements.

## **PREFERENCE TO STATE RESIDENTS**

The contractor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents per Florida Statute 255.099 (1).

## **E-VERIFY**

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

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

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

## **WARRANTY**

All goods and services furnished by contractor relating to or pursuant to this RFP will be warranted to meet or exceed the specifications contained herein. In the event of breach, contractor will take all necessary action, at contractor's expense, to correct such breach in the most expeditious manner possible.

## **SUBCONTRACTORS**

The contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the contractor's proposals. Requests for use of subcontractors made or received after the due date for the receipt of proposals, including those made after award, are subject to review and approval by Solicitor.



Solicitor reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the awarded contractor.

### **HOLD HARMLESS AND INDEMNIFICATION**

- a. The contractor shall indemnify and hold harmless Solicitor, Eastern, City, Triumph and their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the successful bidder in the performance of the contract.
- b. The parties understand and agree that such indemnification by the successful bidder relating to any matter which is the subject of this contract shall extend throughout the term of the contract and any statutes of limitations thereafter.
- c. The contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

### **DUTY TO PAY DEFENSE COSTS AND EXPENSES**

- a. The contractor agrees to reimburse and pay on behalf of Solicitor, Eastern, City, and Triumph the cost of their legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of or relating to the bidder's performance of the contract and in which Solicitor, Eastern, City, or Triumph has prevailed.
- b. Solicitor, Eastern, City, and Triumph shall choose its legal defense team, experts, and consultants and invoice the contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.
- c. Such payment on the behalf of Solicitor, Eastern, City, and Triumph shall be in addition to any and all other legal remedies available to Solicitor, Eastern, City, and Triumph and shall not be considered to be their exclusive remedy.

### **EXAMINATION OF WORK SITES**

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

### **CONTRACT PRICE**

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

### **TERMINATION FOR CONVENIENCE**

Solicitor may terminate any awarded contract in whole or in part at any time for any reason or no reason by giving at least thirty (30) days' notice in writing to the contractor. If the contract is terminated by Solicitor as provided herein, the contractor will be entitled to receive payment for those services reasonably performed and received and accepted by Solicitor up until the time of termination.

### **TERMINATION FOR CAUSE**

The contract may be terminated by Solicitor if the contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

If the contractor fails to comply with any of the terms and conditions of the awarded contract, Solicitor may give notice, in writing, to the awarded respondent of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within seven (7) calendar days, Solicitor may, with no further notice, terminate the contract in whole or in part. The contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by Solicitor by reason of the default.

Notwithstanding the above, the awarded respondent is not relieved of liability to Solicitor for damages sustained by Solicitor by virtue of any breach of contract by the awarded respondent and Solicitor may withhold any payments to the awarded respondent for the purpose of setoff until such time as the amount of damages due Solicitor from the awarded respondent is determined.

If, after termination of the contract, it is determined that the contractor was not in default the rights and obligations of the parties shall be the same as if the termination had been issued for convenience.

### **PROTEST**

If a party intends to initiate such an action, it must electronically notify Dan Lozier at Eastern no later than one business day after notice of the award decision.

### **PROPOSAL REQUIREMENTS**

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

All proposals are to be on 8 ½" x 11" paper or if larger documents are required, they are to be folded to 8 ½" x 11" size. Proposals should be stapled together or bound with comb

binding. Proposals submitted in 3 ring binders may not be accepted. Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offer's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal.

**Proposers should submit one (1) original clearly labeled "Original", three (3) copies clearly labeled "Copy" and one (1) electronic version of the package.** The electronic version should be in pdf format on a CD, DVD, or USB Drive. Electronic versions submitted via e-mail will **not** be accepted. If the proposal contains confidential information, such information shall be in a separate pdf document. Proposals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the contractor and the date for opening. Proposals shall be valid for a period of 90 days after the opening.

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

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

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

**1. Table of Contents (Tab 1)**

1. Clearly identify all sections referenced below.
2. Sections shall be separately tabbed for ease of reference.

**2. General Information (Tab 2)**

1. Contractor information
  - a. Name, address, phone, fax, email, Federal ID#, and website (if applicable)
  - b. Date the contractor was established under the name given.
  - c. Type of ownership or legal structure of the contractor. (Corporation, joint venture, partnership)
  - d. Incorporation by the Secretary of State and current Florida Professional License.
  - e. Brief history of the contractor.
2. Bonding Capacity – A "Letter of Commitment" shall be furnished by the contractor from a Surety Company, acceptable to the County, signed by an authorized Florida Licensed Resident Agent for a Public Construction Bond.
3. Litigation, disputes, default, & liens. Describe and explain any disputes, litigations and defaults, the results and settlements of any prior litigation, arbitration, mediation or other claims for a period of five years prior to submission of the proposal.

### **3. Management/Technical Approach (Tab 3)**

The contractor's Management/Technical Approach volume should demonstrate, describe or include:

1. The contractor's understanding of and proposed plan for performing the contract and meeting Solicitor's needs. Include all necessary narratives, charts, or illustrations.
2. The contractor's proposed schedule and budget.
3. An organizational chart showing for all key personnel proposed for the contract. This should include management and technical staff.
4. Resumes for all personnel identified in the organizational chart which includes:
  - a. Name and title.
  - b. Education.
  - c. Job assignments for other projects. Include all information showing this experience is recent and relevant, include outcomes.
  - d. Percentage of time to be assigned to this project.
  - e. How many years with the contractor or proposed first or lower-tier subcontractor?
  - f. How many years with companies other than the contractor proposed first or lower-tier subcontractor?
  - g. Licenses, registrations, certifications, etc.
  - h. Other relevant qualifications and experience.

### **4. Past Performance (Tab 4)**

The contractor should include at least three (3) and no more than six (6) recent, relevant references it or its major subcontractors have performed which demonstrate an ability to perform the contract.

For each reference provided, the contractor should include:

1. The name and location of the project.
2. The contractor or proposed subcontractor's role on the project.
3. The project owner's representative's name, address, phone number, and email address.
4. Date project was scheduled to be completed and date project was completed or is anticipated to be completed. If the project completion date occurred after or is anticipated to occur after, the completion date indicated in the contract, contractor may provide a brief (50 words or less) explanation.

5. Size and dollar value of project.
6. Work for which contractor's or proposed subcontractor's staff was or is responsible.
7. Change order history showing dollar amounts and time extensions.
8. Describe and explain the results and settlements of any builder's risk insurance claims for a period of five years prior to submission of the SOQ.

#### **5. Price (Tab 5)**

Contractors shall fill out the Pricing Worksheet attached hereto as Attachment 4 and indicated their Total Evaluated Price in their Proposal Form.

#### **6. Coordination with other Projects (Tab 6)**

The Project, other Projects, and ongoing shipbuilding operations occurring simultaneously at the site of the Projects will need to be coordinated with each other to maximize efficiency and to minimize disruption from space, schedule, and other limiting considerations. Contractors shall include in their Proposals responses to such of the following items as are applicable:

1. Contractor's awareness of and intention to submit proposals for any other Projects.
2. Any space, schedule, or other benefits to this Project or other Projects that Contractor perceives would result from an award of multiple Projects to this Contractor.
3. Any space, schedule, or other detriments to this Project or other Projects that Contractor perceives would result from an award of multiple Projects to this Contractor or to multiple Contractors.
4. Contractor's requirements, limitations, and/or flexibility for site access, construction staging areas, mobilization and demobilization, material storage, or any other physical space elements related to the Project (such as size, dimensions, locations, shared versus exclusive, or any variation or flexibility in space requirements based on various construction stages).
5. Contractor's requirements, limitations, and/or flexibility in Project schedule or any other time or schedule elements related to the Project (such as hard or soft start and/or stop requirements or flexibility, fixed or flexible critical path sequence, fixed or flexible milestone sequencing).
6. Any other proposals, approaches, or considerations that Contractor deems relevant to the coordination of multiple Projects and activities occurring simultaneously at the site.

**7. Required Additional Forms (Tab 7)**

1. Proposal Form
2. Bid Sheet
3. Addendum Acknowledgement
4. Anti-Collusion Clause
5. Conflict of Interest
6. Drug Free Workplace
7. Attachment J State of Florida Vendor Certification Regarding Scrutinized Companies List

## EVALUATION FACTORS

Solicitor (or its agents) will evaluate all acceptable proposals and unacceptable proposals reasonably susceptible of being made acceptable during discussions. A proposal that is unacceptable in any factor cannot form the basis of an award. In determining which offer represents best value, these four factors shall be of approximately equal importance. In determining which offer represents best value, Solicitor may find that the quality of an offer under one or more of any of these factors causes the overall quality of the offer to be superior to the overall quality of any other offer.

### Factor 1 - Management/Technical Approach

The purpose of this evaluation factor is to assess the contractor's proposed approach, as detailed in the proposal, to satisfy Solicitor's requirements. The contractor's Management/Technical Approach volume should demonstrate, describe or include:

1. The contractor's understanding of and proposed plan for performing the contract and meeting Solicitor's needs. Include all necessary narratives, charts, or illustrations.
2. The contractor's proposed schedule and budget. At a minimum, schedule should assume Notice to Proceed 10-90 days after offers are opened.
3. An organizational chart showing for all key personnel proposed for the contract. This should include management and technical staff.
4. Resumes for all personnel identified in the organizational chart which includes:
  - a. Name and title.
  - b. Education.
  - c. Job assignments for other projects. Include all information showing this experience is recent and relevant, include outcomes.
  - d. Percentage of time to be assigned to this project.
  - e. How many years with the contractor or proposed first or lower-tier subcontractor?
  - f. How many years with companies other than the contractor proposed first or lower-tier subcontractor?
  - g. Licenses, registrations, certifications, etc.
  - h. Other relevant qualifications and experience.

Proposals shall be rated as follows for this factor:

<b>Adjectival Rating</b>	<b>Description</b>
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements, and risk of unsuccessful performance is low.

Good	Proposal indicates a thorough approach and understanding of the requirements, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or the risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet the requirements of the solicitation, and/or the risk of unsuccessful performance is unacceptable. Proposal is unawardable.

## Factor 2 – Past Performance

The purpose of this evaluation factor is to assess the degree of confidence Solicitor has in a contractor's ability to perform the contract, based on a demonstrated record of performance. In assessing a contractor's past performance, Solicitor may consider materials other than those included in a contractor's proposal. The contractor should include at least three (3) and no more than six (6) recent, relevant references it or its major subcontractors have performed which demonstrate an ability to perform the contract. To be considered "recent", the reference must either be ongoing or completed no more than five (5) years prior to the date set for the receipt of initial offers. To be "relevant" the reference must be for an effort involving a similar scope, magnitude and complexity as this solicitation requirement.

For each reference provided, the contractor should include:

1. The name and location of the project.
2. The contractor or proposed subcontractor's role on the project.
3. The project owner's representative's name, address, phone number, and email address.
4. Date project was scheduled to be completed and date project was completed or is anticipated to be completed. If the project completion date occurred after or is anticipated to occur after, the completion date indicated in the contract, contractor may provide a brief (50 words or less) explanation.
5. Size and dollar value of project.
6. Work for which contractor's or proposed subcontractor's staff was or is responsible.
7. Change order history showing dollar amounts and time extensions.
8. Describe and explain the results and settlements of any builder's risk insurance claims for a period of five years prior to submission of the SOQ.



Proposals shall be rated as follows for this factor:

<b>Adjectival Rating</b>	<b>Description</b>
Substantial Confidence	Based on the contractor's recent/relevant performance record, Solicitor has a high expectation that the contractor will successfully perform the required effort.
Satisfactory Confidence	Based on the contractor's recent/relevant performance record, Solicitor has a reasonable expectation that the contractor will successfully perform the required effort.
Limited Confidence	Based on the contractor's recent/relevant performance record, Solicitor has a low expectation that the contractor will successfully perform the required effort.
No Confidence	Based on the contractor's recent/relevant performance record, Solicitor has no expectation that the contractor will be able to successfully perform the required effort. Proposal is unawardable.

### **Factor 3 – Price**

The purpose of this evaluation factor is to evaluate a contractor's overall price and assess it for completeness and reasonableness. Solicitor may reject a proposal with unbalanced or unrealistic pricing; however, Solicitor need not evaluate prices for realism. Solicitor will multiply the contractor's unit price by the estimated unit quantity, which will equal a contractor's contract line item ("CLIN") price. All CLIN prices will be added to calculate the contractor's total evaluated price ("TEP").

Example:

CLIN	Supply/Service	EST. Qty.	Unit	Unit Price	CLIN Price
1	Mobilization	1	Job	\$50,000.00	\$50,000.00
2	Widget – Type 1	50	Each	\$50.00	\$25,000.00
3	Canal Backfill	1,000	CY	\$100.00	\$100,000.00
TEP					\$175,000.00

A contractor's price will be rated either acceptable or unacceptable. Factors that could render a contractor's price unacceptable include: (1) unreasonable pricing; (2) unbalanced pricing; or (3) unrealistic pricing. Additionally, Solicitor may find a contractor non-responsible if it concludes there is a reasonable chance the contractor is unable to perform the contract at its offered price or that a contractor's price reflects a lack of understanding of the contract requirements.

Contractors shall indicate their TEP on the Proposal Form that is included in this solicitation and indicate their unit prices and TEP in the attached Pricing Worksheet attached as Attachment 2. Solicitor may review Pricing Worksheets for accuracy.

**Factor 4-Coordination with other Projects**

The purpose of this evaluation factor is to evaluate benefits or detriments of Contractors' Proposals within the context of coordinating other Projects and activities occurring at the Project site. Solicitor may consider the requirements of other Projects and activities at the site, whether and/or how Contractor's proposal provides benefits or detriments to such activities, and the various risks, efficiencies and/or inefficiencies associated with coordinating Contractor's proposal with such other activities and Projects.

Proposal shall be rated as follows for this factor:

<b>Adjectival Rating</b>	<b>Description</b>
Outstanding	Proposal offers exceptional opportunity for successful coordination and completion of all activities and risk of interference or unsuccessful performance is very low.
Good	Proposal offers good opportunity for successful coordination and completion of all activities and risk of interference or unsuccessful performance is low to moderate.
Acceptable	Proposal offers some opportunity for successful coordination and completion of all activities and risk of interference or unsuccessful performance is no worse than moderate.
Marginal	Proposal offers little opportunity for successful coordination and completion of all activities and risk of interference or unsuccessful performance is significant.
Unacceptable	Proposal offers virtually no opportunity for successful coordination and completion of all activities and risk of interference or unsuccessful performance is unacceptable.

**INSURANCE REQUIREMENTS FOR COMPANIES WITH EMPLOYEES WORKING  
AT EASTERN SHIPBUILDING GROUP, INC. FACILITIES  
NON-MARINE**

**EASTERN SHIPBUILDING GROUP, INC. ("EASTERN") AND ITS INSURANCE COMPANIES REQUIRE THE FOLLOWING COVERAGE FOR ALL COMPANIES WITH EMPLOYEES WORKING AT EASTERN FACILITIES.**

**1) WORKER'S COMPENSATION & EMPLOYERS LIABILITY INSURANCE**

OWNER MUST COMPLY WITH THE LAWS OF EVERY STATE IN WHICH WORK IS PERFORMED. SUCH INSURANCE SHALL HAVE MINIMUM EMPLOYERS LIABILITY LIMITS OF \$1,000,000/\$1,000,000/\$1,000,000 AND BE ENDORSED SPECIFICALLY TO INCLUDE THE FOLLOWING:

- o WAIVER OF SUBROGATION IN FAVOR EASTERN
- o ALTERNATE EMPLOYER ENDORSEMENT IN FAVOR OF EASTERN

**2) COMMERCIAL GENERAL LIABILITY INSURANCE**

SUCH INSURANCE SHALL HAVE LIMITS OF NO LESS THAN \$1,000,000 PER OCCURRENCE AND \$2,000,000 GENERAL AGGREGATE AND BE ENDORSED TO INCLUDE THE FOLLOWING:

- o WAIVER OF SUBROGATION ENDORSEMENT IN FAVOR EASTERN
- o ADDITIONAL INSURED ENDORSEMENT IN FAVOR OF EASTERN
- o PRIMARY & NON-CONTRIBUTORY ENDORSEMENT

**3) AUTOMOBILE LIABILITY INSURANCE**

SUCH INSURANCE SHALL HAVE LIMITS OF NO LESS THAN \$1,000,000 CSL AND SHALL INCLUDE BUT NOT LIMITED TO

- o HIRED AND NON-OWNED AUTOS
- o SCHEDULED AUTOS
- o WAIVER OF SUBROGATION IN FAVOR OF EASTERN
- o ADDITIONAL INSURED NAMING EASTERN

**4) EXCESS I UMBRELLA I BUMBERSHOOT INSURANCE**

SUCH INSURANCE SHALL COVER THE IDENTICAL RISKS, IDENTICAL ENDORSEMENTS AND ON THE IDENTICAL CONDITIONS OF ALL LIABILITY POLICIES HEREIN ABOVE, EXCESS OF PRIMARY COVERAGE, WITH TOTAL LIMITS OF NOT LESS THAN \$4,000,000 PER OCCURRENCE AND \$4,000,000 AGGREGATE.

- o WAIVER OF SUBROGATION IN FAVOR EASTERN
- o ADDITIONAL INSURED ENDORSEMENT IN FAVOR OF EASTERN
- o FOLLOWING FORM OF UNDERLYING COVERAGE

\*EASTERN- THE TERM 'EASTERN' SHALL INCLUDE THE VESSEL CONTRACTOR, EASTERN SHIPBUILDING GROUP, INC., THE CITY OF PANAMA CITY AND ALL AFFILIATED COMPANIES & LIMITED LIABILITY COMPANIES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS AND FUTURE AFFILIATED COMPANIES & LIMITED LIABILITY COMPANIES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS.

ALL INSURANCE COVERAGES MUST BE PLACED WITH UNDERWRITERS WITH AM BEST RATING OF A OR BETTER THROUGH CURRENT AM BEST'S KEY GUIDE OR APPROVED MEMBER MUTUAL CARRIER.

**CORPORATE NAME & ADDRESS FOR CERTIFICATES:**

EASTERN SHIPBUILDING GROUP, INC.  
P.O. BOX 960 (ZIP CODE 32402)  
2200 NELSON STREET  
PANAMA CITY, FL 32401-4969

## REQUIRED ADDITIONAL FORMS

**PROPOSAL FORM**  
**RFP Item #T1 Aluminum Fabrication Building Nelson**

This proposal of \_\_\_\_\_, (“Contractor”) organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_ (Insert a corporation”, “a partnership” or “an individual” as applicable), is hereby submitted to Eastern Shipbuilding Group, Inc. (“Eastern”).

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

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

Respondent agrees to perform all the work described in the Contract Documents for the following **Contract Price** (***Contractors should insert their Total Cost from the Bid Sheet:***)

\_\_\_\_\_  
(Words)  
(\$ \_\_\_\_\_)

Submitted By: \_\_\_\_\_  
Name of Contractor/Contractor Submitting This Offer

Offer Prepared By: \_\_\_\_\_  
Name of Individual Who Prepared This Offer

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contractor’s License No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of Contractor/Contractor

\_\_\_\_\_  
Date

SEAL: *(If bid is by Corporation)*

**Aluminum Fabrication Building Nelson ITEM #T1 BID SHEET**

<b>DESCRIPTION</b>	<b>Cost</b>
Building	
Drainage	
Electrical	
Piping Services	
Outfitting (Bathrooms, ventilation fans, dehumidifiers)	
Metal Barn Style Doors and Plastic Curtain Style Doors	
Total Cost	

**ADDENDUM ACKNOWLEDGEMENT**

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____

Name of Contractor: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**It is the responsibility of the contractor to ensure that they have received addendums if issued. [Contact](#) Eastern prior to submitting your Proposal to ensure that you have received addendums.**



## ANTI-COLLUSION CLAUSE

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

Name of Contractor: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all contractors, must disclose if any Eastern, City, or Triumph commissioner(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their contractor.

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

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## DRUG FREE WORKPLACE

To have a drug-free workplace 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 workplace and 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 workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Check one and sign in the space provided.)

\_\_\_\_\_ This contractor complies fully with the above requirements.

\_\_\_\_\_ This contractor does not have a drug free workplace program at this time.

Name of Contractor: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment J**  
**State of Florida**  
**Vendor Certification Regarding Scrutinized Companies Lists**

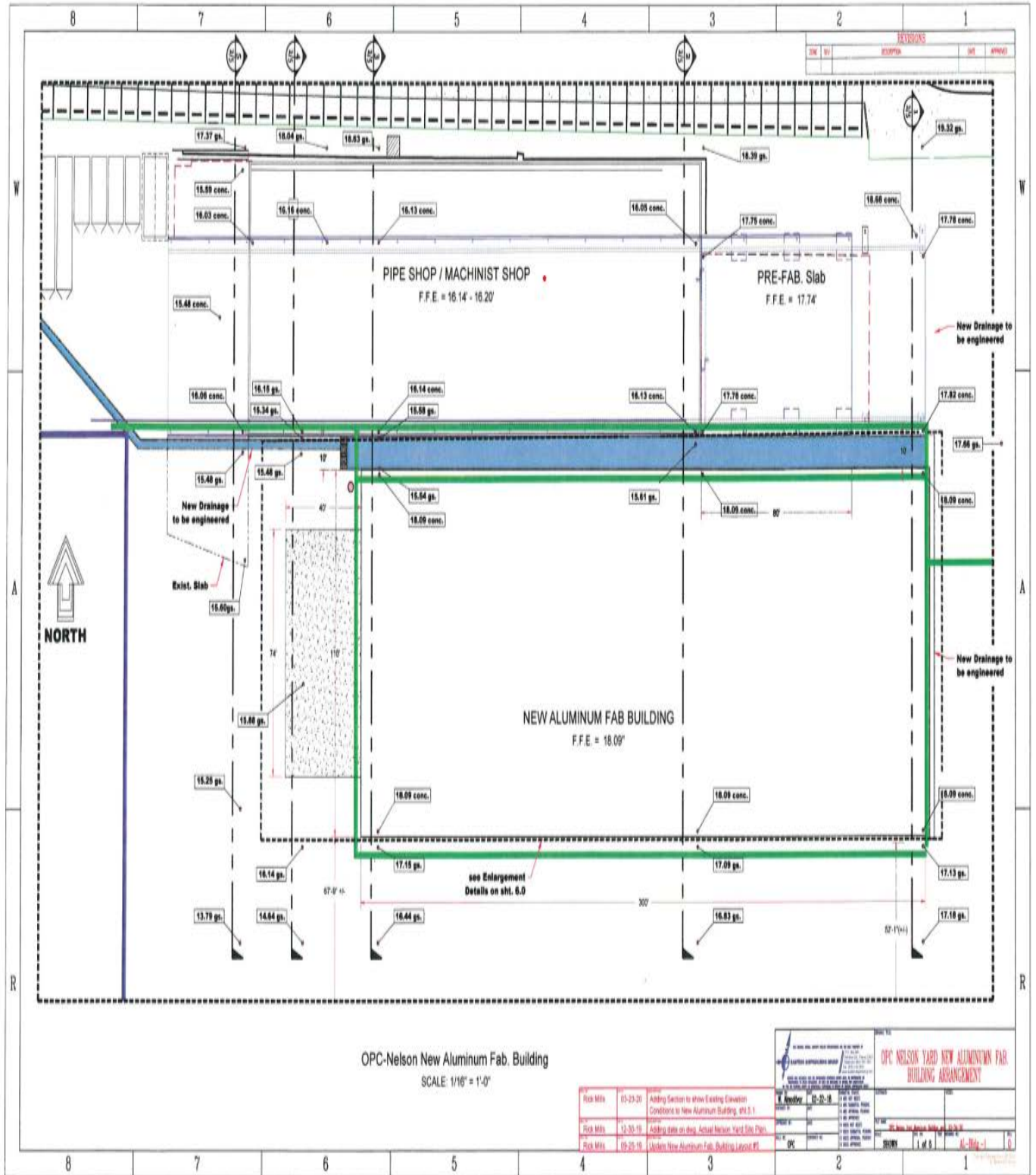
Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

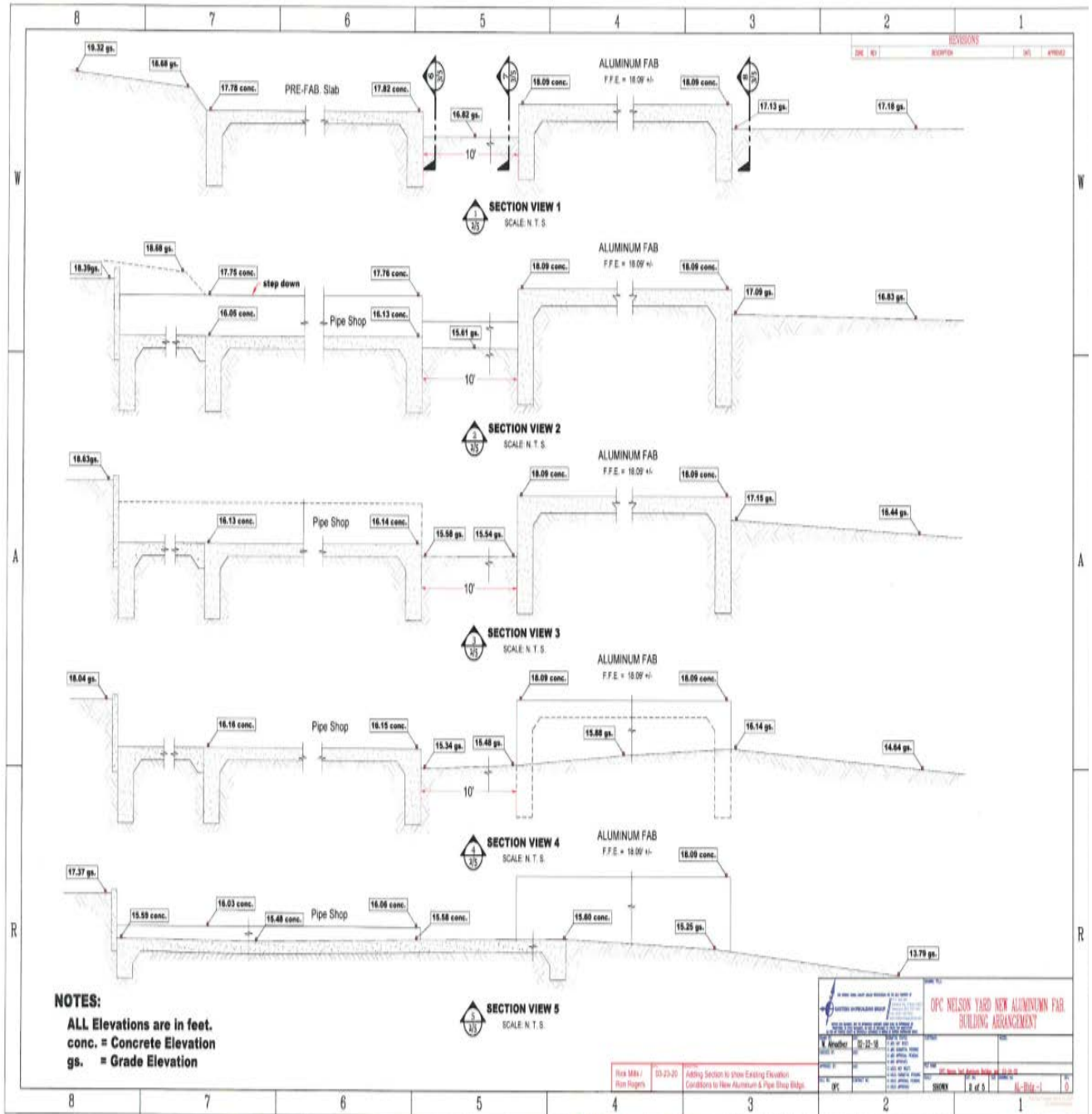
Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

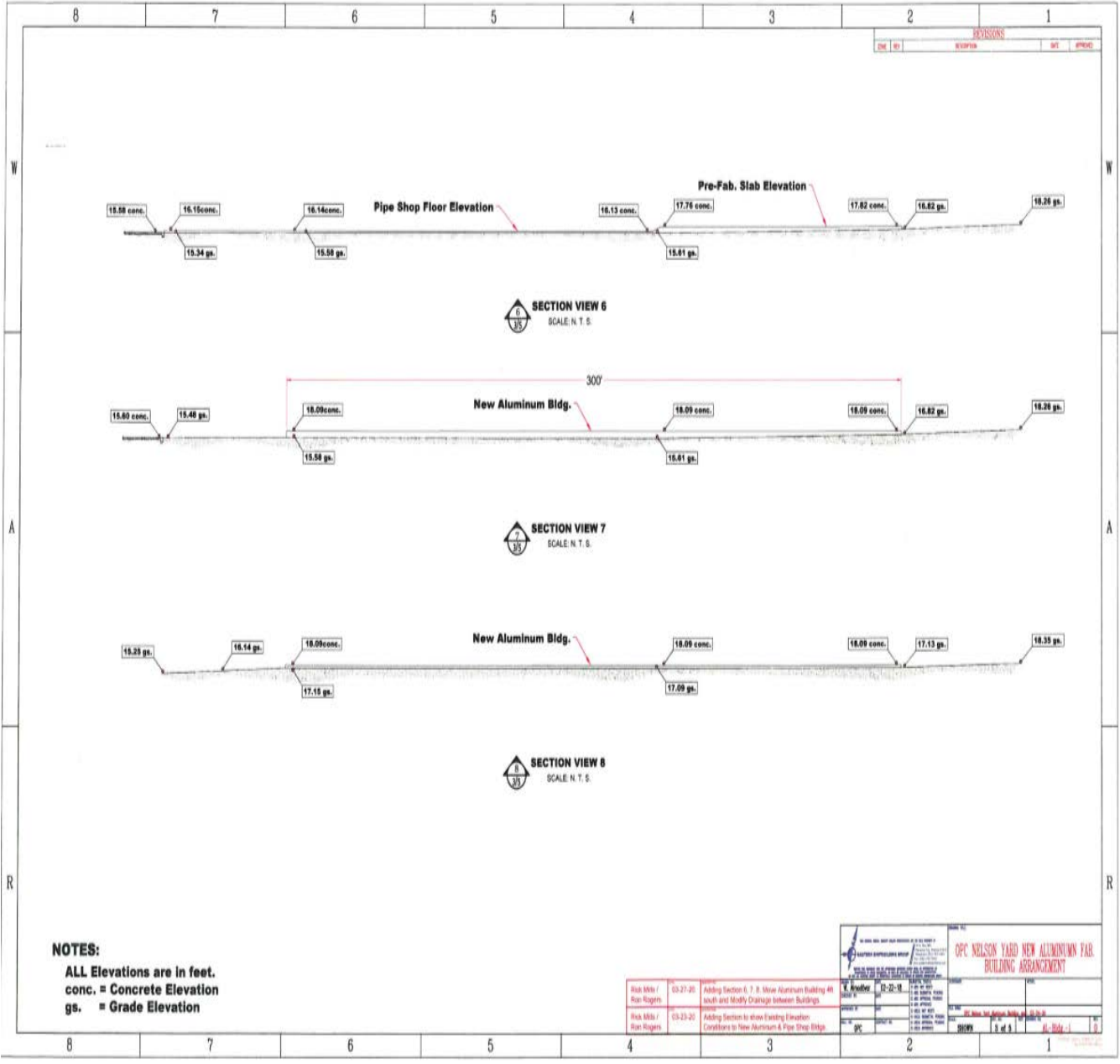
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

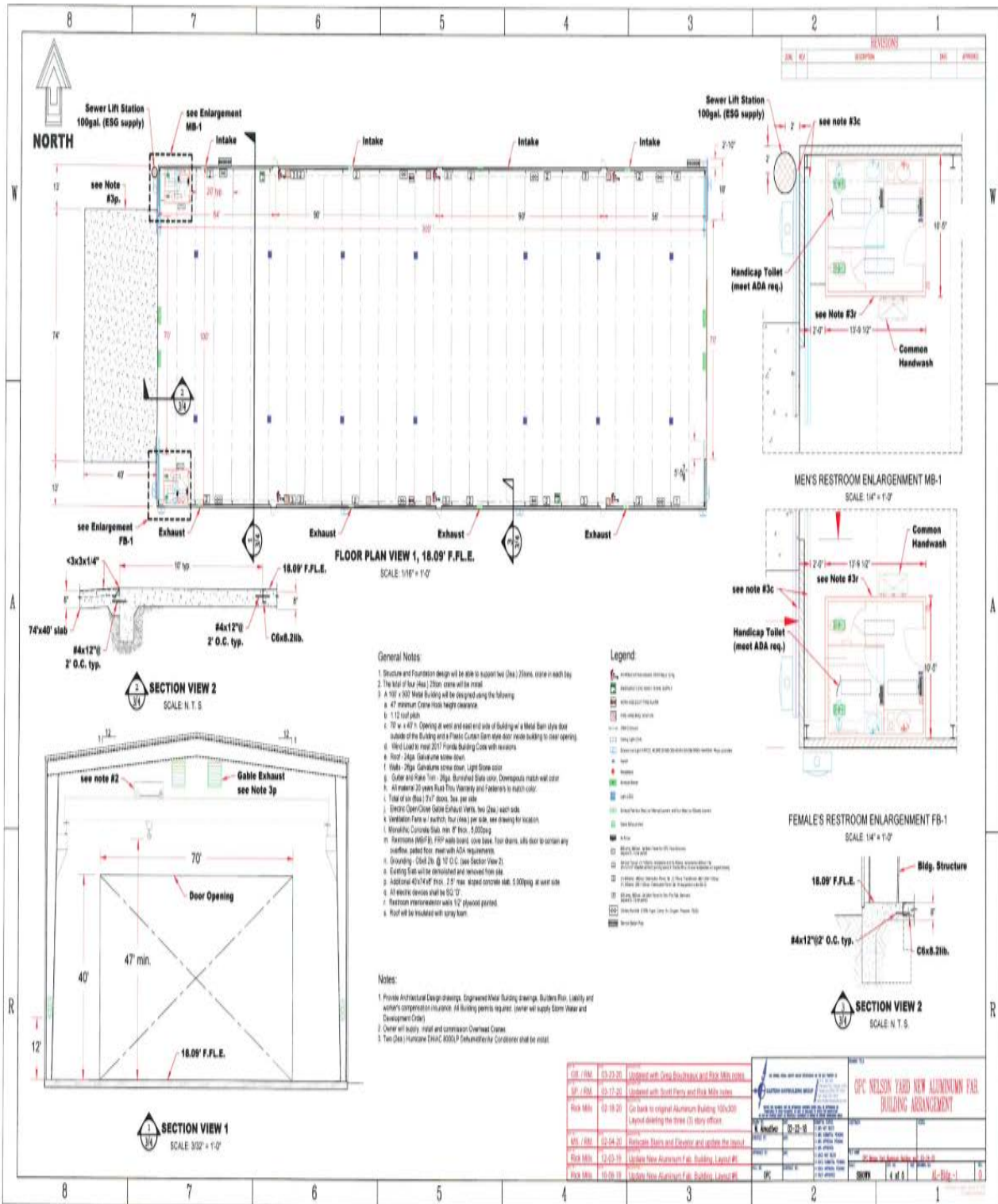
# Attachment 5 - Drawings



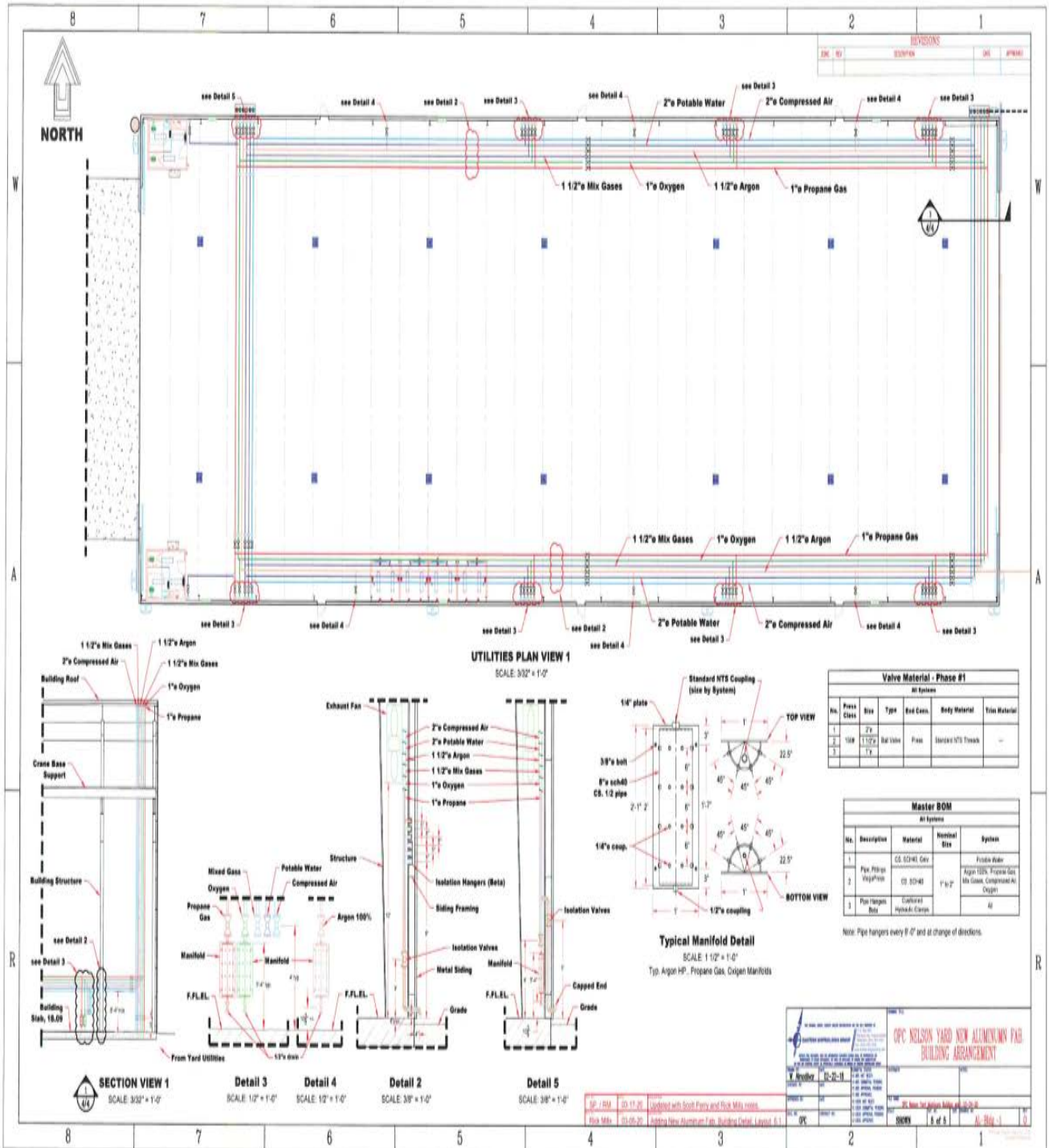




Aluminum Fabrication Building Nelson Item #T1







**CONTRACT**  
**Aluminum Fabrication Building Nelson Item # T1**

This Contract, dated \_\_\_\_\_ is between Eastern Shipbuilding Group, Inc., located at 2200 Nelson Street, Panama City, FL 32402 ("Eastern", or), and \_\_\_\_\_, located at \_\_\_\_\_ ("Contractor").

1. Scope of Work

The Contractor hereby agrees to provide to Eastern the property or services described in Eastern's RFP No.-Item # T1 (the "Solicitation") attached as **Exhibit 1**, and hereby incorporated by reference.

2. Term

This Contract shall commence upon execution and continue in effect through project completion/final delivery.

The Contract shall be performed in accordance with the schedule set in the Solicitation and in the Contractor's proposal attached as **Exhibit 2** and hereby incorporated by reference ("Proposal").

This Contract shall commence upon the date of Eastern's issuance of a "Notice to Proceed" and work shall be completed not later than \_\_\_\_\_. Should the Contractor fail to complete the work within 10 days after such specified date, Eastern shall deduct from the Contract Sum the amount of \$1,000.00 per calendar day as liquidated damages for every day subsequent to such specified date until the work is fully completed and receipted by the Engineer as being completed. For purposes of time calculation, day one of the project is the calendar day after the date of the Notice to Proceed.

3. Contract Price

Contract price shall be as per the price indicated in the Proposal.

4. Payments

Eastern will make payments substantially in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes. Pay requests shall be sworn statements based upon the progress made and submitted to Eastern on a monthly basis. Payment by Eastern to the Contractor of the statement amount shall be made within twenty (20) days after approval of the Engineer and submitted to Eastern. Within Eastern's reasonable discretion up to Ten percent (10%) retainage may be held and released at the reasonable discretion of Eastern; which 10% retainage shall be reduced to 5% at 50% completion of the work.

Final Payment - Final payment constituting the unpaid balance of Contract price, shall be due and payable within 45 days after the Project is delivered to Eastern, finished and ready for beneficial occupancy, or when Eastern occupies the Project, whichever

event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the Contractor and the Engineer shall list those items prior to receiving final payment and Eastern may retain a sum equal to 150% of the estimated cost of completing any unfinished work which unfinished items shall be listed separately with the estimated cost of completing such unfinished items likewise listed separately. Thereafter, Eastern shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Contractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, instruction for Eastern's operating and maintenance personnel is complete, and lien releases have been executed.

Payments to Subcontractors - The Contractor shall promptly, but not later than 10 days after receipt of payment from Eastern, pay all the amounts due subcontractors less a retainage of up to ten percent (10%). If there should remain items to be completed, the Contractor and Engineer shall list those items required for completion and the Contractor shall require the retainage of a sum equal to 150 % of the estimated cost of completing any unfinished items, which unfinished items shall be listed separately with the estimated cost of completing any such unfinished items likewise listed separately. Thereafter, The Contractor shall pay to the subcontractors, monthly; the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, instruction for Eastern's operating and maintenance personnel is complete, and lien releases have been executed. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of Eastern.

5. Independent Contractor

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Eastern.

6. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If Eastern objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from Eastern's premises.

7. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the Solicitation.

8. Records / Audits

For the purposes of this contract, Eastern is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by Eastern in order to perform the service.

Upon request from Eastern, provide Eastern 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 in Chapter 119, F.S. or as otherwise provided by law.

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 the contract if the contractor does not transfer the records to Eastern.

Upon completion of the contract, transfer, at no cost to Eastern, all public records in possession of the Contractor, or keep and maintain public records required by Eastern to perform the service. If the Contractor transfers all public records to Eastern upon completion of the contract, the Contractor 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 the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Eastern, upon request from Eastern in a format that is compatible with the information technology systems of Eastern.

The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. Eastern, Bay County, Florida, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved, including appeals.

1. Public Records Custodian

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract contact Dan Lozier at Eastern.

2. Laws, Rules and Regulations

General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and

safety. Upon request by Eastern, Contractor shall provide proof of such compliance to Eastern.

**Illegal Alien Labor:** Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

**Termination for Cause:** Failure of the Contractor to comply with the provision of this section shall constitute grounds for Eastern to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date Eastern notifies the Contractor of such non-compliance.

3. Warranty

The Contractor shall fully warrant all workmanship and material, in the performance of the obligations under this contract, for a period of one (1) year after completion of the work. The warranty period begins at the date of final payment for the project. The Contractor shall expeditiously repair and remedy any defects in the construction that are discovered within one (1) year, without cost or charge to Eastern. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, Eastern may have the work done at the Contractor's expense or may proceed against the Contractor's performance or labor and material bond, or exercise any other remedy available to Eastern.

4. Insurance/Bond

During the term of this Contract, Contractor will purchase and maintain the insurance required by the Solicitation. Contractor will secure and post a Public Construction Bond pursuant to Section 255.05 of Florida Statutes. All such bonds shall be issued by a Surety acceptable to Eastern Shipbuilding Group, Inc. Eastern Shipbuilding Group, Inc. will designate to whom subject bonds shall be posted. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the Contractor to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

5. Hold Harmless and Indemnification

Contractor shall comply with the hold harmless and indemnification provisions set forth in the Solicitation.

6. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For Eastern:  
Eastern Shipbuilding Group, Inc.

For the Contractor:  
XXXXXXXXXXXXXXXXXX  
Attn: XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

Attn: Dan Lozier AND Greg Boudreaux  
2200 Nelson Street  
Panama City, FL 32402

**And** via email to:  
[publicbidsgb@easternshipbuilding.com](mailto:publicbidsgb@easternshipbuilding.com) and to  
publicbidSDL@easternshipbuilding.com

**And** via email at:  
XXXXXXXXXXXXXXXXXXXX

The Parties shall notify each other of any change to their addresses. Notification of address change is sufficient if sent by email.

7. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of Eastern.

8. Payments Not Acceptance

No payment made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, and no payment to Contractor, including final payment, shall be construed to be an acceptance of defective work or improper materials, nor shall entrance and use by Eastern constitute acceptance of the work under this Contract or of any part of such work.

9. Entire Agreement/No Other Representations Relied On

This Contract represents the final and entire understanding and agreement of the Parties and supersedes all prior proposals, negotiations, agreements, and understandings concerning the subject matter of this Agreement. Furthermore, each Party represents and warrants that in executing this Agreement, he, she or it has not relied on any promise, representation, or warranty other than those expressly and explicitly set forth in this Agreement. All representations, statements or warranties made in the Agreement shall be deemed to have materially induced each of the Parties to enter into it.

10. Change Orders/Modification/Changes

1. Eastern reserves the right, from time to time, whether the work or any part thereof shall or shall not have been completed, to make changes, additions and/or omissions in the work as it may deem necessary, without invalidating this Contract, upon

written order to Subcontractor. No such changes, however, shall be made in the work, except upon the written order of Eastern. When a change order is issued, the value of the work to be changed, added or omitted shall be stated in said order, and the amount added to or deducted from the Contract price. Agreement on any change order shall constitute a final settlement of all matters relating to the change in the work that is the subject of the change order, including all direct and indirect costs associated with such change and any and all adjustments to the Contract price and the construction schedule.

2. The value of the work to be changed, added or omitted will be determined by the unit prices, if any, stated in this Contract for the work. If no unit prices are stipulated, the value will be determined by the following methods or combination of methods elected by Contractor:

a. By adding or deducting a lump sum or an amount determined by a unit price agreed upon between Contractor and Subcontractor; or

b. By adding (A) the actual net cost to Contractor of labor in accordance with the established rates, including required union benefits, premiums Contractor is required to pay for workers' compensation and liability insurance, and payroll taxes on the labor, and (B) the actual cost to Contractor of materials and equipment and such other direct costs as approved by Eastern, less all savings, discounts, rebates and credits, and (C) an allowance of 5% for overhead on items (A) and (B) above, and (D) an allowance of 5% for profit on items (A), (B), and (C) above.

3. If the parties are unable to agree to the value of the work to be changed, added or omitted, Contractor shall proceed with the work as ordered by Eastern promptly pending a determination of the value of the Work.

4. All changes and additions ordered in writing by Eastern will be deemed to be a part of the work and will be performed and furnished in strict accordance with all of the terms and provisions of this Contract and all attachments hereto.

5. Contractor shall not be entitled to receive, and shall not claim, compensation for any extra work unless Eastern issues a written change order for such work to Contractor, as no claims shall be recognized based upon any verbal orders. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Eastern has been unjustly enriched by any alteration of or addition to the work, whether or not there is, in fact, any unjust enrichment to the work, shall be a basis of any claim to an increase in the Contract price or a change in the time for completion of the work.

6. Contractor shall submit with any request for a change order a calculation of the costs Contractor estimates are associated with such requested change order, including unit costs, and such other information as reasonably requested by Eastern, or Architect/Engineer. If Contractor intends to make a claim for an increase in the Contract price, Contractor shall give Eastern written notice thereof no later than five (5) days after the occurrence of the event giving rise to such claim. Contractor's failure to provide timely notice as specified herein shall constitute a waiver of Contractor's claim.

7. Contractor acknowledges and agrees that it bears all risk of price increases relating to any materials necessary to for performance and that it shall not be entitled to

increase in the Contract price based on escalation in material prices under any circumstances.

11. No Damages for Delay

Eastern expressly reserves the right to extend but not accelerate the schedule for this project. In the event any changes to the schedule result in delays to the Contractor's performance, Contractor shall not be entitled to claim or recover any damages as a result of said delay, and Contractor's sole remedy shall be additional time within which to perform the work.

12. Anti-Waiver

No provision of this Contract shall be deemed waived by any Party unless same is expressly waived in a writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of any Party. No waiver by any Party of any provision of this Contract shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision and no waiver that occurs shall be deemed a waiver of any other or subsequent right or obligation. The Parties expressly agree that if any Party to this Contract ever argues or claims in any action, appeal, claim, counterclaim, or other proceeding that a Contract provision was waived in a manner other than in a writing signed by the Party against whom waiver is asserted, the Party against whom waiver is asserted shall have the right to have the argument or claim immediately stricken.

13. Ambiguity

The Parties acknowledge and agree that each has had the benefit of the advice of separate counsel; each has participated fully in the negotiation, drafting and preparation of this Contract; and each has carefully reviewed the Contract, understands its terms, and is entering into it freely. Therefore, no provision of this Contract shall be construed against any Party on the basis that it is the drafter. Furthermore, prior drafts of this Contract shall not be used to determine the intent of the Parties to this Contract.

14. Termination for Convenience

Eastern may terminate any awarded contract in whole or in part at any time for any reason or no reason by giving at least thirty (30) days' notice in writing to the contractor. If the contract is terminated by Eastern as provided herein, the contractor will be entitled to receive payment for those services reasonably performed and received and accepted by Eastern up until the time of termination.

15. Termination for Cause

The contract may be terminated by Eastern if the contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.



If the contractor fails to comply with any of the terms and conditions of the awarded contract, Eastern may give notice, in writing, to the awarded respondent of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within seven (7) calendar days, Eastern may, with no further notice, terminate the contract in whole or in part. The contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by Eastern by reason of the default.

Notwithstanding the above, the Contractor is not relieved of liability to Eastern for damages sustained by Eastern by virtue of any breach of this Contract by the Contractor and Eastern may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due Eastern from the Contractor is determined.

If, after termination of the Contract, it is determined that the Contractor was not in default the rights and obligations of the parties shall be the same as if the termination had been issued for convenience.

16. Order of Precedence

In the case of any conflict between the provisions of this Contract and other contract documents, the following order of precedence shall apply:

1. The terms and conditions of this Contract.
2. The terms and conditions of the Solicitation.
3. The Proposal.

17. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

18. Contractor's Obligation to Perform During the Pendency of a Dispute

Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including relating in any way to this Contract, but not limited to actual period of mediation or judicial proceedings.

19. Applicable Law

This Contract shall be governed by, construed, enforced and regulated under and in accordance with the laws of the State of Florida without regard to its internal conflicts of law provisions.

20. Personal Jurisdiction

The Parties consent to personal jurisdiction in the State of Florida for any and all actions, appeals, claims, or proceedings, whether in contract, tort, or otherwise, at law or in equity, arising out of or in any way related to this Agreement or its subject matter. The Parties expressly agree that they shall never attempt to plead or claim that personal

jurisdiction is lacking in Florida or otherwise attempt to deny or defeat such personal jurisdiction

21. Venue

The sole and exclusive venue for any action, appeal, claim, or proceeding arising out of or in any way related to this Contract or its subject matter shall be the state and federal courts for Bay County, Florida. The Parties waive any right they ever had, have or may have to object to the laying of sole and exclusive venue of any such litigation in Bay County, Florida. The Parties expressly agree that they shall never attempt to plead or claim that any litigation therein has been brought in an inconvenient forum and agree not to otherwise attempt to deny or defeat such venue.

22. Jury Waiver

**The Parties hereby waive any right to a trial by jury in any action, appeal, claim, or proceeding, whether in contract, tort, or otherwise, at law or in equity, arising out of or in any way related to this Contract or its subject matter.**

IN WITNESS WHEREOF, Eastern and Contractor have executed this Contract on the dates set forth below but effective as of the day and year first written above.

EASTERN SHIPBUILDING GROUP,  
INC., a Florida corporation  
(Seal)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
A XXXXXXXXXX Corporation  
(Seal)

By: \_\_\_\_\_  
Print Name: XXXXXXXXXXXXXXXXXXXX  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachments:**

- Exhibit 1-Solicitaion
- Exhibit 2-Proposal