



EASTERN SHIPBUILDING GROUP

P.O. BOX 960
2200 NELSON ST.
PANAMA CITY, FL 32402
PHONE (850) 763-1900
FAX (850) 763-7904
EMAIL info@easternshipbuilding.com

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

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

REQUEST FOR PROPOSALS (RFP)

Phase I Uphill Bulkhead

RFP No. Item#T2

TABLE OF CONTENTS

RESPONDENT INSTRUCTIONS.....	3
INTRODUCTION	3
PROPOSAL DEADLINE/DELIVERY	3
SOLICITATION DOCUMENTS.....	4
Electronic versions of the solicitation documents are available at www.EasternSHIPBUILDING.COM	4
QUESTIONS	5
ADDENDA	5
PROPOSAL FORM	5
WITHDRAWAL OF PROPOSALS	5
CANCELLATION	5
BASIS OF AWARD.....	5
RIGHT TO REJECT.....	6
EXECUTION OF AGREEMENT	6
PAYMENTS.....	6
LICENSES.....	6
PUBLIC RECORDS.....	7
REPRESENTATIONS	8
PUBLIC ENTITY CRIMES STATEMENT	8
E-VERIFY	8
SUBCONTRACTORS.....	8
HOLD HARMLESS AND INDEMNIFICATION.....	9
DUTY TO PAY DEFENSE COSTS AND EXPENSES.....	9
EXAMINATION OF WORK SITES.....	9
CONTRACT PRICE.....	10
TERMINATION FOR CONVENIENCE	10
TERMINATION FOR CAUSE	10
PROTEST.....	10
PROPOSAL REQUIREMENTS	10
EVALUATION FACTORS	15
REQUIRED ADDITIONAL FORMS	21
PROPOSAL FORM.....	22
ADDENDUM ACKNOWLEDGEMENT	24
ANTI-COLLUSION CLAUSE.....	25
CONFLICT OF INTEREST DISCLOSURE FORM.....	26
DRUG FREE WORKPLACE	27
STATE of FLORIDA SCRUTINIZED COMPANY.....	28
STATEMENT OF WORK.....	29

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 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 upland sheet pile bulkhead, tieback wall installation, and crane lifting foundation installation See attached drawing for notes and scope. Phase I Uphill Bulkhead will need to be complete by December 1, 2020

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 #T2 Phase I Uphill Bulkhead 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 or the City of Panama City Purchasing Department, 501 Harrison Ave, Panama City Beach, FL, 32401 up until 1:00 PM (central time) on _December 9, 2020 (date). Proposals will be opened at the City of Panama City, 501 Harrison Ave, Room 10, Panama City, FL 32401 December 9, 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

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

Tina Kunst – Project Manager – tkunst@pcgov.org

PRE-BID MEETING

A MANDATORY Pre-Bid Meeting will be held at 10:00 CST, November 12, 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 15 to 20 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 Eastern 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](#) via email to Greg Boudreaux at publicbidsgb@easternshipbuilding.com AND TO Dan Lozier at publicbidSDL@easternshipbuilding.com. All questions shall be submitted no later than 5:00 pm (central time) on (date) November 30, 2020.

ADDENDA

If an addenda is issued after the initial specifications are released, Solicitor will post the addenda at: www.easternshipbuilding.com and <https://www.pcgov.org/173/Purchasing>. It is the responsibility of the contractor prior to submission of any proposal to check the above websites 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. 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 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' 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 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 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:

Adjectival Rating	Description
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:

Adjectival Rating	Description
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:

Adjectival Rating	Description
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 #T2 Phase I Uphill Bulkhead

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)

Phase I Uphill Bulkhead ITEM #T2 BID SHEET

DESCRIPTION	Cost
Sheet Pile Bulkhead	
Tieback Wall Installation	
Crane Lifting Foundations	
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: _____

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: _____

Statement of Work

Bid Items

Engineer of Record:

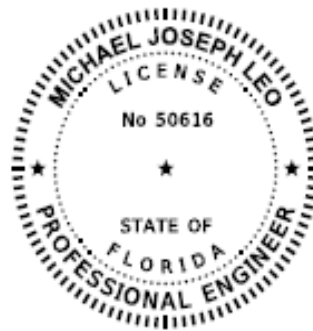
DRMP, Inc.

941 Lake Baldwin Lane

Orlando, FL 32814

Michael J. Leo, PE

State of Florida License No.: 50616



*THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY*

Michael J Leo
2020.09.30 07:40:26-04'00'

ON THE DATE ADJACENT TO THE SEAL

*PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.*

Statement of Work

Bid Items

All bid items to include all associated costs to complete including but not limited to engineering, surveying, permits, equipment, material, supervision, safety, environmental personnel, and insurance requirements. Structural design calculations and construction drawings signed and sealed by a Professional Engineer registered in the State of Florida, will be provided by the contractor.

Phase I

Upland Sheet pile wall installation and crane lifting foundation installation.

Conceptual drawings have been supplied with this package to give the prospective contractor a concept of the infrastructure to be designed and built and are not to be used for construction (See Exhibit A). Engineered drawings must be produced by the contractor in accordance with sound engineering standards designed to suit the intended purpose and must be approved by Eastern Shipbuilding Group user prior to construction.

1. Install approximately 1,050' of corrugated steel sheet pile with a 3/4" x 12" steel cap. The size and material grade of steel sheet piling shall be as dictated by engineered drawings to satisfy all design criteria and meet or exceed the section properties and weight of SZ-18. Wall and cap material constructed shall be sand blasted and coated with 18 mils marine grade coal tar epoxy, as manufactured by International Paint, Carboline, or PPG. Steel prep prior to application of coal tar epoxy shall be in accordance with manufacturer's preparation recommendation or SP-10 near white blast (whichever is greater). Depth of sheet pile below the lower grade level to be determined by engineer or 10 feet below lower grade (whichever is more). Contractor to take into account that stormwater ponds may be installed at a later date against the length of the upland bulkhead at the lower grade with a finish depth of 5 feet against the bulkhead itself (this will affect the appropriate drive depth of the sheet piles and the overall length of the sheet piles).
2. Fabricate and install approximately 1,050' of 1 1/4" x schedule 40 seamless galvanized pipe handrail on sheet pile cap. Design of the handrail shall be a three-tier design with the lower two rails to be 5/16" galvanized cable with galvanized adjustable turnbuckles. An appropriate number of vertical uprights shall be installed to ensure a strong and rigid structure and shall be in accordance with appropriate sound engineering design principles and safety standards including but not limited to OSHA.
3. Three sets of stairways shall be installed at the approximate drawing locations. Final location to be determined by Eastern Shipbuilding Group prior to installation. Each stairway shall be installed to allow a person to safely traverse from the sheet pile cap rail at the upper elevation down to the ground level at the lower elevation. For the purpose of stairway configuration, the ground level at the lower level along the segment of the wall-oriented north/south is defined as the bottom of the future pond. A landing

shall be provided at the lower ground level provided with this project. Stair design shall meet all applicable safety standards including but not limited to OSHA. Stair design shall generally, be of galvanized or coated steel stringers, steps, and platforms with seamless galvanized 1 ¼" pipe three tier handrails.

4. The approximate 396' of sheet pile oriented north and south shall be designed to support approximately 14' of backfill material at the upper finished grade as well as the live load bearing requirements of a Manitowoc 2250 or Manitowoc 16,000 (whichever is greater) operated at least 15' away from the wall.

5. The east to west 629' shall be designed to support approximately 14' of backfill material at the upper elevation at the east corner down to approximately 3' at the upper elevation on the west end as well as the live load bearing requirements of a Manitowoc 2250 or Manitowoc 16,000 (whichever is greater) operated at least 15' away from the wall.

6. Install appropriately designed tieback wall as required on the upland side of the newly installed sheet pile bulkhead. The tie back system details shown in the attached drawings may not satisfy the loading requirements; a steel sheet pile wall or another engineered solution may be required as a tie back wall. Contractor will be responsible to provide engineering signed and sealed calculations proving that the system is adequate for the intended purpose. If a more robust tie back system is shown to be required by the engineering effort, then Contractor will be expected to install the more robust system at no additional cost to the end user.

7. All backfill used should consist of sandy soils with less than 15 percent passing the No. 200 sieve. These soils should be free of rubble, organics, clay, debris and other unsuitable material. Fill should be placed in lifts on the order of 12 inches or less (in loose thickness) and compacted to 95 percent of the soil's Modified Proctor maximum dry density, per ASTM D-1557.

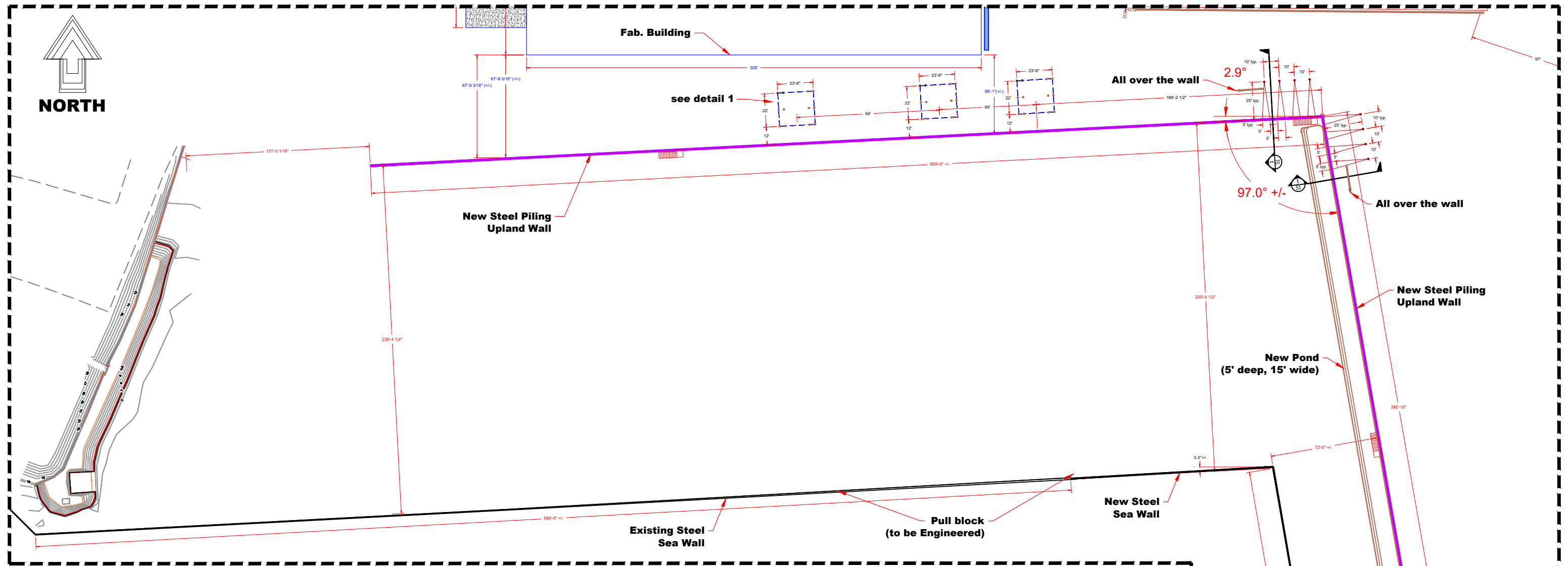
8. Excavate and grade to match existing lower ground grade level at the exposed face of newly installed sheet pile wall. Acceptable means of permanent erosion control to be installed at the southeast termination point of the wall where a grade difference will exist. Acceptable means of permanent erosion control can be Bahia sod or boulder rip rap with berm at the top.

9. Design and Install crane lifting foundations north of sheet pile bulkhead to the approximate dimensions and in the approximate locations shown on the drawings to support the live load bearing requirements of a Manitowoc 2250 or Manitowoc 16,000 (whichever is greater) at maximum lifting capacity. (See Exhibit A) These foundations are to provide full support for large heavy lift cranes at maximum lifting capacity to provide crane service for vessels under construction on the south side of the new upland bulkhead. Crane lifting foundations shall include a cluster of piles driven to a sufficient depth and connected by a framework of re-bar, steel pile caps and 1" (min.) thick steel top plate as shown in Exhibit A. The crane lifting foundations shall be designed so as not to conflict with any elements of the bulkhead wall structure.

10. Care shall be taken to preserve the existing stormwater pond at the east end of the existing seawall as the Contractor performs the required excavation on the seaward side of the upland bulkhead.

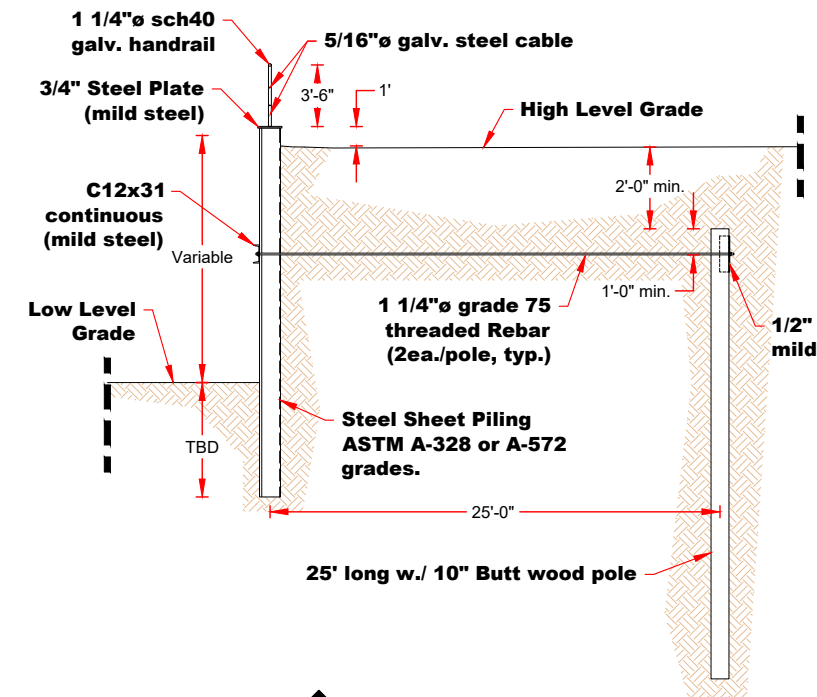
11. The above scope of work must be completed in a sequence that allows for a continuous east/west clear path of no less than 40 feet along the path of the upland bulkhead constructed to be available for the shipyard to continue to service vessels under construction with heavy lift cranes, module transporters, wheel loaders, etc.

REVISIONS				
ZONE	REV	DESCRIPTION	DATE	APPROVED

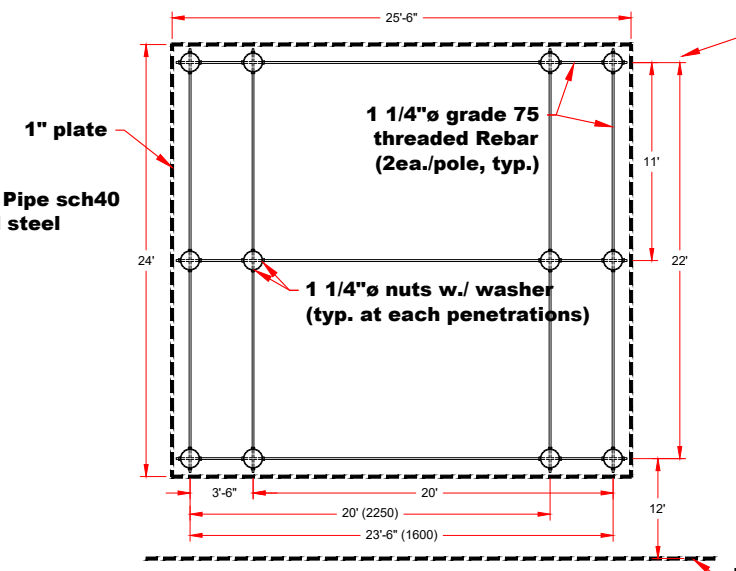


New Upland Steel Wall, Phase I

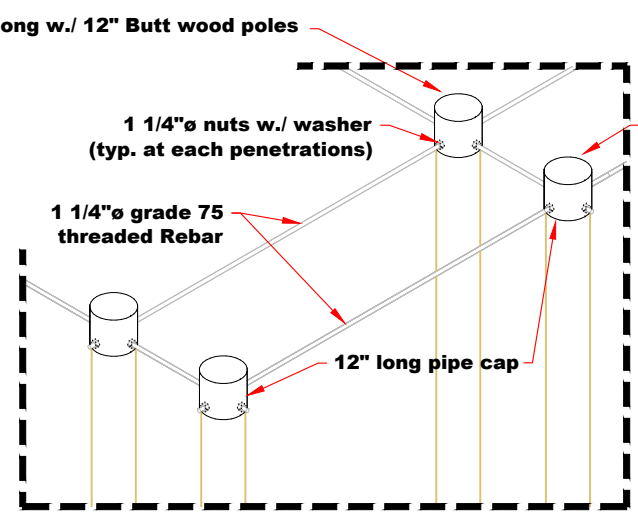
SCALE: 3/32" = 3'-0"
North to South



Section 1
SCALE: 3/16" = 1'-0"
Retaining Wall Tie-Back



Detail 1
SCALE: 3/16" = 1'-0"
Crane Foundation Plan view



Auxiliary View
SCALE: N. T. S.
Crane Foundation

<p>EASTERN SHIPBUILDING GROUP 12000 W. Alameda Ave., Suite 1000 Tampa, FL 33607 Phone: (813) 763-1900 Fax: (813) 763-7504 www.easternshipbuilding.com</p>		<p>OPC NELSON YARD LAUNCH WAYS EXTENSION MODIFICATIONS</p>	
DRAWN BY: W. Almodovar CHECKED BY: [] APPROVED BY: [] DATE: 02-22-18	DATE: [] DATE: [] CONTRACT NO.: []	CUSTOMER: OPC VESSEL: [] FILE NAME: Launch Ways Extension Modifications_wal_RM_04-02-20 SCALE: SHOWN SHEET NO.: S1 SIZE: [] DRAWING NO.: LWEM-01 REV: 0	PROJECT STATUS: <input type="checkbox"/> ABS NOT REQ'D <input type="checkbox"/> ABS SUBMITTAL PENDING <input type="checkbox"/> ABS APPROVAL PENDING <input type="checkbox"/> ABS APPROVED <input type="checkbox"/> USOC NOT REQ'D <input type="checkbox"/> USOC SUBMITTAL PENDING <input type="checkbox"/> USOC APPROVAL PENDING <input type="checkbox"/> USOC APPROVED