

**County of Middlesex, Virginia
by and through Middle Peninsula Planning District Commission**

REQUEST FOR PROPOSALS #RFP-FY24-BroadCreek

ISSUE DATE: February 20, 2024
DUE DATE: March 8, 2024
TIME: 4:00 P.M. EST
RFP #: RFP-FY24-BroadCreek
TITLE: Dredging of Shoaling at Broad Creek Navigation Channel

ISSUING AGENCY: County of Middlesex, Virginia by and through Middle Peninsula Planning District Commission (“MPPDC”) – **All proposals should be delivered only to the contact at MPPDC shown below.**

CONTACT: Curtis Smith, Deputy Director
Middle Peninsula Planning District Commission
125 Bowden Street
P.O. Box 286
Saluda, VA 23149
csmith@mppdc.com

SCOPE OF WORK SUMMARY: Middlesex County solicits proposals from qualified firms to perform appropriate pre-dredging and dredging activities in the Broad Creek Navigation Channel located in Middlesex County, Virginia.

All responses to this Request for Proposal (RFP) and any resulting contract shall be consistent with and governed by the Virginia Public Procurement Act.

All proposals shall be turned in no later than 4:00 P.M. EST on March 8, 2024, to Curtis Smith, Middle Peninsula Planning District Commission, located at 125 Bowden Street, Saluda, Virginia 23149. If proposals are sent via a mailing service or hand delivered, please address the proposals to the CONTACT listed above. Any proposals that are submitted by e-mail, phone, or facsimile shall not be considered. Any proposals received after the deadline shall be deemed non-responsive and returned unopened. *It is the Offeror’s sole responsibility to ensure all information; including addendums are complete and delivered on time.* Middlesex County reserves the right to reject any and all proposals and to waive informalities. Because proposals must be delivered to the address above for MPPDC, if MPPDC closes its offices due to inclement weather, scheduled receipt of proposals will be extended to the next business day, same time.

Note: Middlesex County does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation,

or veteran status or any other basis prohibited by state law relating to discrimination in employment.

I. Introduction

A. Background

Broad Creek is a federal navigation channel authorized for construction by the River and Harbor Act of 2 March 1945, as amended. Authorized project dimensions consist of a channel 7-feet deep (Vertical Reference Datum NOS MLLW) and 100 feet wide from deep water in the Rappahannock River to deep water in Broad Creek, a distance of approximately 4,100 feet. Hydraulic dredging of the federal navigation channel project was last accomplished pursuant to funding provided in the American Recovery and Reinvestment Act of 2009. In that connection, 38,491 cubic yards of pay quantity material was dredged under federal contract W91236-10-C-0022 and placed in an existing eight-acre upland confined disposal facility owned by Middlesex County and located at an area south of Route 33.

Broad Creek supports a substantial amount of transient and other recreational and commercial boating and is the site of many private marinas. In 2023, there was a marked increase in the incidences of vessels running aground upon shoals in channels in Broad Creek. Stakeholders, including Middlesex County and the United States Coast Guard, became concerned about hazards to public safety and adverse impacts to the local economy.

To gain a better understanding of the changed topography of Broad Creek, Middlesex County sought the assistance of United States Army Corps of Engineers (USACE). USACE completed a channel condition survey of the Broad Creek Channel on September 21, 2023 (see **Exhibit A**). The survey results confirmed the reported shoaling and are to be used to support the location of sampling and contaminant analysis of the sediment in the mouth of Broad Creek and the design of targeted dredging activities.

MPPDC and Middlesex County entered into a service agreement on November 8, 2023, to procure a qualified firm to conduct pre-dredging sampling and design services and dredging of Broad Creek to address the emergent shoaling along the entrance of the creek. The Service Agreement includes a scope of work for dredging activities in both the Federal and non-Federal areas of Broad Creek.

MPPDC, on behalf of Middlesex County and pursuant to the Service Agreement, issues this procurement to address the hazards and adverse impacts described above.

B. Scope of Work:

To address the emergent shoaling conditions within the channel, the County requires one qualified contractor to perform the following:

- Phase 1 – Pre-dredging Sampling and Dredging Project Design

- Phase 2 – Channel Dredging

All exhibits referenced above may be accessed at <http://www.mppdc.com/index.php/pdcinfo/bids>.

C. Competitive Negotiation.

This procurement shall utilize competitive negotiation, pursuant to §§ 2.2-4302.2 and 2.2-4303.

Middlesex County has determined in writing that, pursuant to Virginia Code § 2.2-4303(D)(2), competitive sealed bidding is not practicable nor is it fiscally advantageous to the public.

An offeror must submit a proposal for all components (Phases 1 and 2) of the project and may not submit a proposal for individual components.

D. Pre-Proposal Meeting

Middlesex County and MPPDC staff will host a pre-proposal meeting on Monday, February 26, 2024, at 10:00 A.M. in the Conference Room of the MPPDC Office Building at 125 Bowden Street in Saluda, Virginia. This meeting will provide the only opportunity for prospective offerors to ask and receive responses to substantive questions about the procurement, including questions about the scope of work, the preparation or submittal of a proposal, and other matters. PLEASE NOTE THAT

- The meeting will not be recorded by MPPDC or Middlesex County.
- MPPDC or Middlesex County will not take minutes at this meeting.
- Responses to questions asked at the meeting will not be posted or provided to prospective offerors who do not attend the meeting.

Thus, while attendance is not required, it is strongly advised that all prospective offerors attend the pre-proposal meeting.

E. Communications Prior to the Response Deadline.

Any communications pertaining to this solicitation, other than those described above in Part I.D, must be made in **writing** to:

Curtis Smith
Deputy Director
Middle Peninsula Planning District Commission
125 Bowden Street
P.O. Box 286
Saluda, Virginia 23149
csmith@mppdc.com

No substantive questions will be answered except as provided by Part II.D. above. Any revisions to the solicitation will be made only by addendum issued by the procurement representative and posted to the MPPDC website at <https://mppdc.com/index.php/pdcinfo/bids>.

II. Scope of Work

A. Overview of the Work

Phase 1 – Pre-dredging Sampling and Dredging Project Design –

The initial phase of work, Phase 1, will focus on preparation for dredging of shoaling within the entrance or mouth of the Broad Creek Navigation Channel located in Middlesex County, Virginia. This will include 1) sampling to provide sediment grain size and chemical analysis and 2) development of a dredging design report and draft Joint Permit Application.

Work in Phase 1 shall be accomplished in conformance with the following exhibits, all of which may be accessed via the MPPDC website at <https://mppdc.com/index.php/pdcinfo/bids>:

- Exhibit A: USACE Channel Condition Survey for Broad Creek. September 21, 2023.
- Exhibit B: USACE Broad Creek Federal Navigation Channel Sediment and Effluent Water Investigation. January 2008.

Using the USACE bathymetric survey results included in **Exhibit A**, the Contractor will conduct sediment sampling and chemical analyses within the defined “Sample Area” for the project. The Sample Area for the project is defined as the areas of the navigation channel where bathymetric surveying occurred during the USACE Channel Condition Survey dated September 21, 2023. This includes portions of both the Federal Navigation Channel as well as areas outside of the Federal Navigation Channel. The Sample Area represents the maximum area where dredging may ultimately occur; however, the successful Offeror will coordinate with Middlesex County and MPPDC staff to define the dredging area, depths, and disposal strategy once sampling and analysis are completed.

The proposed sampling and analysis approach and protocols must include sediment grain size and chemical analysis. For sediment grain size sampling and analysis, the Offeror must present a sampling methodology which includes an adequate number of sample transects and locations within the Sample Area for determining the volume and grain size characteristics of material to be dredged and incorporating this information into a dredging project design report and draft Joint Permit Application. Offerors must also explain the rationale for their proposed sampling methodology as it pertains to the Offeror’s past experiences in developing dredging project designs and success in acquiring permits for dredging projects which have utilized similar sampling methodology as to what is being proposed. It is desired that sediment samples be collected to a depth of -10 feet (Vertical Reference Datum NOS MLLW) depth subject to a reasonable cost.

In addition to grain size sampling and analysis, the Offeror must present a sampling and analysis methodology for chemical analyses that will support the dredging design and permit development processes. Historical dredging at Broad Creek by the USACE involved a request from the Virginia Department of Environmental Quality as part of the Virginia Water Protection Program and associated 401-water quality certification requirements under the Clean Water Act. In response to this request, the USACE conducted a sediment and effluent water investigation to evaluate the presence or absence of contaminants of concern at Broad Creek. The USACE investigation and outcomes were included in the Broad Creek Federal Navigation Channel Sediment and Effluent Water Investigation report, dated January 2008, and included herein as **Exhibit B**. The Offeror must propose a chemical analyses methodology which closely follows the field methods, sampling protocols, and analyses included and utilized by the USACE as described in **Exhibit B**. It is anticipated that the density and frequency of sampling locations described in **Exhibit B** will be applied to the entire Sample Area for the project to satisfy the regulatory and permitting processes for the current Broad Creek dredging project.

Once all required pre-dredging sampling and analyses are complete, the successful Offeror will coordinate with Middlesex County and MPPDC staff to review all sampling outcomes, determine the locations and depths where dredging is desired to occur, determine the preferred method for dredging (hydraulic and/or mechanical dredging), and to finalize plans for disposal of dredge material. Middlesex County anticipates that all dredge material will be transported by the contractor for placement within the County-owned holding area adjacent to the headwaters of the creek. The successful Offeror will develop a final dredging project design and develop a draft Joint Permit Application (JPA).

Middlesex County and MPPDC staff will then submit the JPA and manage the permit process. The successful Offeror will not be required to manage the permit process and would only be involved should technical questions regarding the project design or modifications to the design drawings be necessitated by the permitting authorities.

Phase 2 – Channel Dredging

The scope of work for Phase 2 shall be the implementation of the dredging project design developed in Phase 1 and subject to the conditions of applicable permits. Because information and results from Phase 1 are necessary before Phase 2 dredging can occur, Offerors are not required to provide costs as part of the Proposal Form included in **Appendix C**. As part of the proposal, Offerors shall provide a description of their dredging experience, approach and capacity, including the type of dredging equipment – hydraulic and/or mechanical - it can secure and operate if selected to perform Phase 2 work.

To the extent that the completion of Phase 1 is necessary to provide information critical to the negotiation of a fair and reasonable price for Phase 2, Middlesex County reserves the right to negotiate and award the contract based on a fair and reasonable price for Phase 1 only. In the event that Middlesex County determines that entering into such a contract would be in the best

interests of the County, Middlesex County shall, prior to entering into the contract, state its determination in writing as well as state the anticipated intended total scope of the project.

The goal is to enter into a contract with one qualified firm for this project.

B. Project Timeline

It is desired that dredging take place as soon as possible to address the public safety and economic impacts stemming from the dangerous shoaling hazards. Considerations will be made for the Offeror who can commit to conducting and completing Phase 1 activities in the most timely manner so that MPPDC and County staff can initiate the permitting process as soon as possible. Further consideration will be made for the Offeror which can commit to mobilizing prior to the commencement of Phase 2. TIME IS OF THE ESSENCE.

III. Proposal Format.

The proposals are to be submitted in a format that allows uniform review and easy access to information by the evaluation committee. Proposals shall be printed in English. A table of contents shall be provided, and pages and exhibits numbered in an organized manner. All proposals shall provide a delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The items to be addressed in the proposal in the order listed are:

1. Cover Sheet
2. Proposal Form
3. Description of Services to be Provided and Project Approach
4. Qualifications and Experience of the Firm and Project Team
5. Response Capability
6. Insurance
7. References
8. Other Supporting Data
9. Submission of Proprietary Information

Section 1 – Cover Sheet

Included on the cover sheet shall be:

- a. The name of the firm and the location of the office that will have the responsibility for the services to be provided.

b. The name, address, and phone number of a key representative who is knowledgeable about the proposal.

c. The signature, in ink, of an officer or employee having the authority to bind the company by their signature. Signatures by anyone other than the president, vice president, or general partner should have accompanying documentation that the individual is empowered to bind the company or partnership.

Section 2 – Proposal Form

Proposal shall include the Proposal Form (**Appendix C**) with the required information supplied for each portion of the work the Offeror proposes to complete.

Section 3 – Description of Services to be Provided and Project Approach

The Offeror should describe its understanding of the scope of services and how the firm proposes to conduct its work. The description should include the proposed methodology for Phase 1 sampling and analysis activities and the proposed process and abilities for developing dredging design reports and draft Joint Permit Applications as described in Section II-A above. A description of the Offeror's dredging approach and capacity, including the type of dredging equipment – hydraulic and/or mechanical - it can secure and operate in the performance of Phase 2 work should also be included as described in Section II-A above.

Section 4 – Qualifications and Experience of the Firm and Project Team

1. Include the organizational chart, functional discipline, and responsibilities of the project team members.

2. Provide the names of the team members who will perform the Work. For each team member, please list their education, professional certifications and licensure, length of time employed by the Offeror, and briefly describe the team member's relevant professional experience.

3. If you propose to subcontract any of the Work, provide the names of all proposed subcontractors and state the amount of previous work experience with the subcontractor. By proposing such firms or individuals, you assume full liability for the subcontractor's performance.

4. Include a list of your prior projects, which contain work similar or related to that called for in this solicitation and, at a minimum, include for each project listed the following: project name, brief project description, location of the office responsible for the project, budgeted cost, completed cost, year completed and actual completion date relative to scheduled completion date.

Section 5 – Response Capability

Give an overview of the workload priority to be assigned to this project and staffing available relative to the Offeror’s ability to respond to Middlesex County.

Section 6 – Insurance

Insurance of the types and in the amounts set forth in the terms and conditions shall be purchased and maintained by the Offeror during the life of the Contract.

Section 7 – References

Give name, address, and telephone number of references for whom similar work has been performed. Middlesex County may, at its discretion, contact these and other known references to discuss the past performance of the firm and project team.

Section 8 – Other Supporting Data

Other information you feel to be relevant to the selection of your firm for this Contract.

Section 9 – Submission of Proprietary Information (Submit Under Separate Cover)

Trade secrets or proprietary information submitted in a proposal shall not be subject to disclosure under the Virginia Freedom of Information Act. However, in order for this information to be protected from disclosure, the Offeror must specifically invoke the protections of Virginia Code § 2.2-4342 or other applicable statute, prior to or upon submission of the trade secrets or proprietary information. The Offeror must clearly identify any part of its proposal considered to be protected as trade secret or as proprietary information and must state the reasons why protection is necessary. Offerors shall submit under separate cover any information considered proprietary and any copyrighted material. Separate cover means that proprietary information must be placed in a separate area of the proposal and be clearly identified as containing proprietary and/or copyrighted information.

- a. Any Offeror shall identify a trade secret or proprietary information by clearly stating “Trade Secret” or “Proprietary Information” adjacent to the particular information, and by clearly identifying the information to be subject to the protection, such as by encircling, highlighting, underlining or other similar means. The Offeror shall state the reasons why protection is necessary on a separate page of the proposal.
- b. Any Offeror shall not identify as a trade secret or proprietary information those sections of the proposal that are material to the Middlesex County’s ultimate award of the contract.
- c. Middlesex County reserves the right to contact an Offeror and to request that the Offeror explain or clarify why the Offeror identified certain information as a trade secret or as proprietary information.

- d. Any Offeror shall not identify as trade secret or proprietary information their complete proposal.

All information contained within the body of the proposal not under separate cover and labeled proprietary shall be public information in accordance with state statutes.

IV. Submittal Instructions.

- A. Each Offeror shall submit four (4) hard copies and one (1) digital copy (saved to thumb drive or CD) of their proposal. Each proposal shall be received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or e-mail shall be rejected.
- B. An authorized representative of the Offeror shall sign proposals.
- C. Proposals should clearly respond to the Scope of Work. All information requested in this solicitation should be submitted. Failure to submit all information requested may result in the proposal being deemed non-responsive. Proposals which are deemed non-responsive, incomplete, or lack key information may be rejected in full by Middlesex County.
- D. Proposals should be organized in the order delineated above in Section III.
- E. All pages of the proposal should be numbered.
- F. Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts, and other public records relating to Middlesex County's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq.). Proposals shall not be available for inspection by Offerors until interviews, if scheduled, are completed. After award, all proposals become a matter of public record and are available for inspection by the public, except those portions of the proposals that were properly and timely identified as proprietary and/or copyrighted, and thus not subject to the Virginia Freedom of Information Act.
- G. Any contact with any MPPDC or Middlesex County representative, other than that outlined above, concerning this RFP is **prohibited**. Such unauthorized contact may disqualify an Offeror from this procurement.
- H. Neither the MPPDC nor Middlesex County will assume responsibility for oral instruction or interpretation. Any question regarding the procurement solicitation shall be pursuant to Part II.D and E. above.
- I. Each Offeror shall be prepared, if so requested, to present evidence of their experience, qualifications and financial ability to carry out the terms of the Contract.

J. ANY PROPOSAL RECEIVED AFTER THE DUE DATE/TIME WILL NOT BE CONSIDERED AND SHALL BE RETURNED TO THE OFFEROR, UNOPENED. FAILURE TO COMPLETE FORMS AS REQUIRED MAY RESULT IN THE OFFEROR BEING DETERMINED “NON – RESPONSIVE.”

V. Contract Award.

A. Award

Middlesex County intends to enter a contract for the services solicited under this RFP with one competent, responsive, responsible firm after using the competitive negotiation process as authorized by the Virginia Public Procurement Act, specifically including Virginia Code Sections 2.2-4301, 2.2-4302.2 and 2.2-4303. The RFP outlines Middlesex County’s process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection. Middlesex County will base its recommendation on the “Evaluation Criteria” set forth in this RFP along with past performance and references of each Offeror.

Middlesex County may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. *See* Virginia Code § 2.2-4359(D). Should Middlesex County determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

B. Evaluation Criteria

Middlesex County will base the initial and final evaluation on the following criteria:

Evaluation Criteria

1. Relevant Qualifications, Experience & References
2. Feasibility and Quality of Description of proposed approach to Work.
3. Availability to begin work immediately following contract award.
4. Cost of Services (Phase 1 only. See Appendix C proposal form)
5. Financial/Legal History

C. Posting of Award

Upon the award or announcement of the decision to award a contract as a result of this solicitation, Middlesex County will publicly post such notice at the County Administration Office and also on the County website (<https://www.co.middlesex.va.us/>).

D. Term

The Contract shall be for the length of the project plus one (1) year from the date of final payment for all work related to the project.

E. Payment Terms:

Draws upon completion of the following certain project milestones such as but not limited to:

- Sampling field work and analysis,
- Development of Dredging Project Design and draft Joint Permit Application,
- Mobilization,
- Channel Dredging, and
- Demobilization of Dredging Equipment.

Balance upon final acceptance and issuance of completion statement by County.

Fifty percent of the original contract price for each Phase of the project may be requested upon substantial completion and notice that the job is ready for its compliance survey. The remaining balance, including any change orders, will be paid to the Contractor upon proof to the satisfaction of the County of successful completion of the job and demobilization. Final payment made shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, surveys and layouts, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for the dredging, breakwater construction, and/or plantings.

APPENDIX A: General Conditions and Instructions to Offerors

1. **COMPETITION INTENDED:** It is Middlesex County's intent that this solicitation permit competition. It shall be the Offeror's responsibility to advise Middlesex County's procurement representative in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The procurement representative must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the proposals.

2. **CLARIFICATION OF TERMS:** If any Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the procurement representative whose name appears on the face of the solicitation no later than seven (7) business days prior to the date set for the receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the procurement representative. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for receipt of proposals.

3. **WITHDRAWAL:**

- a. Requests for withdrawal of proposals after opening of such proposals but prior to award shall be transmitted to the procurement representative, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Offeror work sheets, etc. If bid bonds were tendered with the proposal, Middlesex County may exercise its right of collection.
- b. No Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Proposal of the same Offeror or of another Offeror in which the ownership of the withdrawing Offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Offeror who, is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

4. **ERRORS:** Erasures in proposals must be initialed by the Offeror. Carelessness in preparation of proposal otherwise, will not relieve the Offeror. Offerors are cautioned to recheck their proposals for possible error.

5. **ACCEPTANCE OF PROPOSALS:** Unless otherwise specified, all proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**APPENDIX A:
General Conditions and Instructions to Offerors**

6. **DEBARMENT STATUS:** By submitting a proposal, Offeror certifies that it is not currently debarred from submitting bids or proposals on contracts by Middlesex County, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by Middlesex County or any agency, public entity/locality or authority of the Commonwealth of Virginia.

7. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in the Virginia Public Procurement Act shall be applicable to all contracts solicited or entered into by Middlesex County. By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

8. **NO CONTACT POLICY:** No Offeror shall initiate or otherwise have contact related to the solicitation with any MPPDC or Middlesex County representative or employee, other than the procurement representative, after the date and time established for receipt of proposals. Any contact initiated by an Offeror with any MPPDC or Middlesex County representative, other than the procurement representative, concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.

9. **PERFORMANCE AND PAYMENT BONDS:** In conformance with Virginia Code § 2.2-4337, the following bonds shall also be required as part of this project:

Accordingly, for any award exceeding \$300,000 for this project, the contractor shall furnish to the public body the following bonds:

- a. A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract.
- b. A payment bond in the sum of the contract amount. The bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in furtherance of the work provided for in the contract, and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the work.

APPENDIX B: Standard Terms & Conditions

The following provisions shall be incorporated by reference into any contract awarded under this RFP:

Definitions

“Contract Documents” means all documents that constitute any legal and binding agreement between the Contractor and Middlesex County, including these Standard Terms and Conditions.

“Contract Period” means the time period from the time that Contractor first becomes legally bound to provide goods or services to Middlesex County in response to a Solicitation until all of Contractor’s contractual obligations to Middlesex County, arising out of the Solicitation, cease.

“Obligations” means any and all legal obligations of Contractor under any Contract Documents.

“Solicitation” means the vehicle by which Middlesex County solicited pricing, and if applicable other terms, by which it could acquire goods or services from Contractor, regardless of whether the vehicle was an Invitation for Bids, Request for Proposals, Request for Qualifications, Middlesex County policy, or Virginia law.

1. **Assignment of Contract.** This Contract may not be assigned in whole or in part without the written consent of Middlesex County.
2. **Attorneys’ Fees.** Should Middlesex County employ an attorney to either (i) institute and maintain a suit against Contractor arising out of the Contract or Contractor’s Obligations (ii) assist in enforcing or defending any of Middlesex County’s rights under the Contract, (iii) protect Middlesex County’s interest in any matter arising under a contract with Contractor, (iv) collect damages for the breach of a contract or any other amounts owed to Middlesex County; or (v) recover on a surety bond given by the Contractor, then Middlesex County shall be entitled to recover its attorneys’ fees, costs, charges, and expenses expended or incurred therein from the Contractor if Middlesex County prevails in court.
3. **Audit.** The Contractor hereby agrees to retain all books, records, and other documents relative to Contractor’s Obligations and the Contract Documents for five (5) years after final payment or after all other pending matters are closed, whichever is longer. Middlesex County and its authorized agents, state auditors, the grantor of the funds to Middlesex County, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any such books, documents, papers and records of the Contractor for the purpose of making audits, examinations, excerpts or transcriptions.
4. **Authorized to Transact Business in Virginia.** A Contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any Contractor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or

as otherwise required by law shall include in its proposal a statement describing why Contractor is not required to be so authorized. Any Contractor described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by Middlesex County.

5. Certifications:

- a. The Contractor certifies that Contractor's response to any Solicitation:
 - i. Has been prepared without prior participation, understanding, agreement, or connection with any corporation, firm or other person that is also submitting a proposal in response to the same solicitation;
 - ii. Is in all respects fair, without misrepresentations of fact, and free from collusion or fraud;
 - iii. Is in full compliance with the Virginia Conflicts of Interest Act;
 - iv. Is or is intended to be competitive and free from any collusion with any person, firm or corporation; and,
 - v. Has been prepared without the benefit of being provided information not available to the general public, or other potential offerors, such as insider information known to Middlesex County or MPPDC employees or other sources which may have gained such information from interaction with Middlesex County or MPPDC employees;
- b. The Contractor has not offered or received any kickback from any other offeror or contractor, supplier, manufacturer, or subcontractor in connection with the proposal on this Solicitation. A kickback is defined as an inducement for the award of a contract, subcontract, or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
- c. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning proposals, prices, terms or conditions upon which the contract resulting from the acceptance of its proposal is to be performed;
- d. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this RFPs; and

- e. Neither Contractor, Contractor's subcontractors, nor any person acting on Contractor's behalf, have conferred, or will confer, on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

6. Correction of Defective Work. Contractor shall promptly replace or correct any work or materials which Middlesex County rejects as failing to conform to the requirements of the Contract Documents. If Contractor does not do so within a reasonable time, Middlesex County shall have the right to replace or correct the defective work or materials and Contractor shall be liable to Middlesex County for the cost thereof. If, in the opinion of Middlesex County, it is not expedient to correct or replace all or any part of rejected work or materials, then Middlesex County, at its option, may deduct from the payment due, or to become due, to Contractor such amounts as, in Middlesex County's judgment, will represent the higher of: (i) the difference between the fair value of the rejected work and materials and the value thereof, if the work had complied with the Contract Documents; or (ii) the cost of correction.

7. Contractual Claims Procedure

- a. Contractual claims or disputes by Contractor against Middlesex County, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the Commission written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- b. Middlesex County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- c. If the Contractor disagrees with the decision of Middlesex County concerning any pending claim, the Contractor shall promptly notify Middlesex County by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of Middlesex County or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by Middlesex County, shall be specifically exempt by the

Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- d. Middlesex County's decision on contractual claims shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate court.

8. Counterparts and Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but both of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Contract or any counterpart hereof to produce or account for the other counterpart. The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature. Without limitation, "electronic signature" shall include faxed version of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

9. Debarment. By submitting a proposal, Contractor is certifying that it is not currently debarred by the Commonwealth of Virginia or Middlesex County.

10. Drug-free Workplace.

During the performance of this Agreement, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of Work done in connection with a specific contract awarded to Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

Contractor shall post a copy of the policy in a conspicuous place at the jobsite and assure that all Contractor, subcontractor, and supplier personnel entering the jobsite are informed of the policy.

11. Employment Discrimination Prohibited. During the performance of this Contract, Contractor agrees as follows:

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1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall state that such Contractor is an equal opportunity employer.

3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor.

Contractor will include the provisions of the foregoing subsections a.(1), (2), and (3) in every subcontract or purchase order of over \$10,000, including but not limited to any agreement with Contractor, so that the provisions will be binding upon each subcontractor or vendor.

12. Entire Agreement. This Contract contains the entire agreement of the Parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the Parties that this Contract alone sets forth the terms on which the Parties have mutually agreed.

13. Ethics in Public Contracting. The provisions contained in Virginia Code §§ 2.2-4367 through 2.2-4377, shall be applicable to all contracts solicited or entered into by Middlesex County. A copy of these provisions may be obtained from Middlesex County upon request. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interests Act (§ 2.1-348 et. seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

14. Exemption from Taxes. Middlesex County is exempt from state sales tax and federal excise tax. Tax Exemption Certificates indicating Middlesex County's tax-exempt status will be furnished by Middlesex County upon request.

15. Governing Law and Forum Selection. This Contract shall be governed by, and construed in accordance with, the laws of Virginia without regard for Virginia's conflicts of laws rules. Venue for any litigation arising from this Contract shall only be proper in the Circuit Court of the County of Middlesex, Virginia or in the General District Court of the County of Middlesex, Virginia if the amount in controversy is within the jurisdictional limit of each court, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or

against either party but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

16. **Headings.** The headings used in this Contract, or any other Contract, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

17. **Immigration Reform and Control Act of 1986.** By accepting a contract award, Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

18. **Indemnification.** Contractor shall indemnify, keep and save harmless Middlesex County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against Middlesex County in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against Middlesex County in any such action, Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Middlesex County as herein provided.

19. **Insurance**

The Contractor shall maintain the following insurance to protect it from claims that could arise from performance of the Obligations, including claims (i) under the Workmen's Compensation Act (ii) for personal injury, including death, and (iii) for damage to property, regardless of whether such claims arise out of Contractor's actions or inactions, or those of Contractor's subcontractor or other persons directly or indirectly employed by either of them:

- a. **Worker's Compensation and Employer's Liability.** Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting Contractor's Obligations are to be performed. Such insurance shall not have a limit of liability less than the following:
 1. Bodily Injury by accident, \$500,000 for each accident;
 2. Bodily Injury by disease, \$500,000 policy limit;
 3. Bodily Injury by disease, \$500,000 for each employee.

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- b. Commercial General Liability Insurance. This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent Contractor, and personal injury insurance in support of section 18 of this Agreement entitled "Indemnification". This policy shall be endorsed to include Middlesex County as an additional insured during the Contract Period and shall state that this insurance is primary insurance as regards any other insurance carried by Middlesex County. Contractor shall procure and maintain Public Liability Insurance in an amount not less than:
 - 1. \$1,000,000 for each occurrence involving bodily injury;
 - 2. \$1,000,000 for each occurrence involving property damage;
 - 3. \$2,000,000 aggregate limits.

- c. Comprehensive Automobile Liability. Contractor shall procure and maintain Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Contractor, with the following limits:
 - 1. \$1,000,000 for each occurrence involving personal injury;
 - 2. \$1,000,000 for each occurrence involving property damage;
 - 3. \$2,000,000 aggregate limits.

- d. The Contractor shall purchase and maintain insurance coverage in a sufficient amount to cover all potential claims on his tools, equipment and machinery.

Middlesex County reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

All insurance policies required under this paragraph, or otherwise required by the Solicitation or Contract Documents, shall include a clause waiving any and all subrogation rights against Middlesex County.

Insurance policies shall provide for notification to Middlesex County of non-payment of any premium and shall give Middlesex County the right to make the premium payment thereunder within a reasonable time, if the insurance policy is in danger of lapsing during the Contract Period. Any premium payments made by Middlesex County shall be deducted from amounts due Contractor under the Contract.

20. Liability Coverage: Unless otherwise expressly excepted in the Solicitation documents prepared by Middlesex County, the Contractor shall take out and maintain during the Contract Period such bodily injury, liability and property damage liability insurance as shall protect it and Middlesex County from claims for damages for personal injury, including death, as well as from

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claims for property damage, which could arise from Contractor's performance of its Obligations. Such insurance shall at least have the coverages and be in the amounts set forth in section 19 "Insurance and Bond Requirements" set forth below and shall name Middlesex County, Virginia and the "Middle Peninsula Planning District Commission" as additional insureds. Such insurance must be issued by a company admitted to do business within the Commonwealth of Virginia and with at least an AM Best rating of A-. Within 10 days after Contractor is awarded a contract in response to a Solicitation, and in no event later than the first day on which Contractor provides goods or services to Middlesex County, the Contractor shall provide Middlesex County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give Middlesex County at least 30 days' notice prior to cancellation or other termination of such insurance.

21. Minority and Women-Owned Business Enterprise and Small Business Certification. Contractor shall use reasonable efforts to use minority and women-owned business enterprises and small businesses for Work on the Project.

22. Modification. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

23. Non-Appropriation of Funds. It is understood and agreed between the parties herein that Middlesex County shall be bound hereunder only to the extent of the funds available and duly appropriated or which may hereafter become available and duly appropriated for the purpose of fulfilling Middlesex County's Obligations with respect to the Contract Documents. If such appropriation is not made for any fiscal year, the Contract shall terminate effective at the end of the fiscal year for which funds were appropriated and Middlesex County shall not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. Middlesex County will provide Contractor with written notice of non-appropriation of funds 30 days after action is completed by Middlesex County, but failure to give such notice shall be of no effect and Middlesex County shall not be obligated under the Contract beyond the date of termination specified in Middlesex County's written notice.

24. Non-Discrimination pursuant to Virginia Code § 2.2-4343.1. Be advised that Middlesex County does not discriminate against faith-based organizations. Contractor shall not discriminate against faith-based organizations during the performance of this Contract.

25. Notices. All requests, notices and other communications required or permitted to be given under the Contract Documents shall be in writing. Delivery of a notice shall be deemed to have been made when such notice is either: (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect; or (b) transmitted by hand delivery, telegram, telex, telecopy or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party.

Notices to Middlesex County shall be sent to:

Matt Walker
County Administrator
Middlesex County
P.O. Box 428
Saluda, Virginia 23149

With a copy, which shall not constitute notice, to:

Heather Lewis
County Attorney
Middlesex County
P.O. Box 428
Saluda, Virginia 23149

26. Notice of Required Disability Legislation Compliance. Middlesex County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990. Specifically, Middlesex County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows Section 504 of the Rehabilitation Act of 1973.

27. Payment to Subcontractors Under Virginia Code § 2.2-4354.

- a. Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to Contractor by Middlesex County for work performed by any subcontractor under this Contract:
 - 1) Pay the subcontractor for the proportionate share of the total payment received from Middlesex County attributable to the work performed by the subcontractor under the Contract; or
 - 2) Notify Middlesex County and the subcontractor, in writing, of Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall provide its federal employer identification number to Middlesex County.

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- c. Contractor shall pay interest to the subcontractor on all amounts owed by Contractor that remain unpaid after seven (7) days following receipt by Contractor of payment from Middlesex County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subdivision a(2), above.
- d. Unless otherwise provided under the terms of this Contract, such interest shall accrue at the rate of one percent (1%) per month.
- e. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements to each lower-tier subcontractor.
- f. Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause above may not be construed to be an obligation of Middlesex County.

28. Safety.

- a. All Contractors and subcontractors performing services for Middlesex County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), state and city safety and occupational health standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.
- b. Contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may be affected by Contractor's operation in connection with the work.
- c. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- d. The provisions of all rules and regulations governing safety as adopted by the Virginia Safety and Health Codes Board and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this Contract.

29. Severability. If any provision or any part of a provision of the Contract shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable legal requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

30. Substitutions. No substitutions, including key personnel, or cancellations are permitted after award without written approval by Middlesex County Administrator or their designee.

31. Termination and Cancellation. Middlesex County has the unilateral right to terminate any contract with Contractor for default on the terms of that contract, or any other contract between the Contractor and Middlesex County.

Middlesex County has the unilateral right to cancel and terminate any contract with Contractor, in whole or in part, without penalty, merely out of convenience, and shall require no breach of contract by Contractor as a condition of termination. This right of termination for convenience may be exercised at the sole unconditional discretion of Middlesex County. If a contract is terminated in whole or in part for the convenience of Middlesex County, the Contractor shall be paid the contracted price for the service or goods actually provided or rendered up to the date of the termination of the respective contract, but shall not be paid any other fees or lost profits.

Any contract cancellation notice shall not relieve the Contractor of the obligation to perform on all outstanding orders issued prior to the effective date of cancellation.

32. W-9 Form. Contractor will submit a completed W-9 form if it has not already submitted one with its proposal. This information is required in order to issue purchase orders and payments to Contractor.

33. Waiver. The failure of Middlesex County or Contractor to insist upon the strict performance of any provisions of the Contract, the failure of Middlesex County or Contractor to exercise any right, option or remedy hereby reserved, or the existence of any course of performance hereunder shall not be construed as a waiver of any provision hereof or of any such right, option or remedy or as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by Middlesex County of any act by Contractor requiring Middlesex County's consent or approval shall not be construed to waive or render unnecessary the requirement for Middlesex County's consent or approval of any subsequent similar act by Contractor. No provision of the Contract shall be deemed to have been waived unless such waiver shall be in writing signed by the Party to be charged.

34. Warranties. If applicable, Contractor warrants to Middlesex County that all materials and equipment furnished shall be new, unless otherwise specified, and that Contractor's Work shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to, and not in limitation of, any other warranty or remedy required by law or by the Contract Documents. If the Contract does not state a specific warranty period, the Contractor warrants Contractor's Work for a period of one (1) year from the date of Substantial Completion of the entire Project. In no event shall Contractor's warranty period be less than or terminate earlier than any warranty provision specified in the Contract.

The Contractor agrees that if warranties set forth in the Contract Documents are in any respect breached, the Contractor will pay to Middlesex County the full contract price agreed to by Middlesex County to be paid for the supplies, materials, equipment or services furnished under

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the proposal. These rights and remedies are in addition to and do not limit those rights and remedies otherwise available to Middlesex County.

29. Work Site Damages. Any damages, including damage to finished surfaces, resulting from Contractor's performance of its Obligations shall be repaired to the satisfaction of Middlesex County at the Contractor's expense.

Appendix C: PROPOSAL FORM

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSAL (RFP) AND ALL THE CONDITIONS IMPOSED IN THIS RFP, THE UNDERSIGNED FIRM HEREBY OFFERS AND AGREES TO FURNISH THE SERVICES DESCRIBED AND THE UNDERSIGNED FIRM HEREBY CERTIFIES THAT ALL INFORMATION IS TRUE, CORRECT AND COMPLETE.

Offeror submits proposal for RFP by so indicating below. Responses are required for each item listed under Phase 1 and 2 below. Incomplete proposal forms or proposals for individual phases will not be accepted. Offerors must submit proposals for both phases of work as described below.

SCOPE OF WORK:

PHASE 1

SAMPLING, ANALYSIS, DESIGN, AND DRAFT PERMIT APPLICATION

Phase 1 Price: _____ And _____/100 Dollars

**Price should only include the total cost for all Phase 1 activities. Phase 2 costs should not be included.*

Earliest Phase 1 Available Start Date: _____

Anticipated Phase 1 Date of Completion: _____

PHASE 2

CHANNEL DREDGING

Amount of Time Required to Mobilize for Commencement of Phase 2 Following Completion of Design and Award of Permit(s): _____

CONTRACT EXECUTION: Middlesex County reserves the right to accept or reject any or all proposals and waive any informalities it determines are in its best interest.

Once a notice to proceed is given, the contractor shall have 15 days to initiate discussions with all permitting authorities prior to mobilizing its equipment on site. Contractors will comply with all conditions of the respective permits governing this project as required during this 15-day period.

State Corporation Commission ID Number: _____

NAME AND ADDRESS OF FIRM:

DATE: _____

BY: _____
(Signature in Ink)

NAME: _____

TITLE: _____

EVA Vendor ID or DUNS#:

PHONE: _____

E-MAIL: _____

FAX: _____

Acknowledgment of Addenda:

No. 1, Date _____ Signature _____

No. 2, Date _____ Signature _____

No. 3, Date _____ Signature _____

**SIGN CERTIFICATION ABOVE.
RETURN PROPOSAL FORM TO MPPDC.**