

**REQUEST FOR PROPOSALS**

**ISSUE DATE:** March 12, 2019 RFP CRD #19-01

**TITLE:** Shell dredging and shell planting for Virginia's portion of the Chesapeake Bay and its tributaries.

**COMMODITY CODE:** 96834/95900

**ISSUING AGENCY:** Commonwealth of Virginia  
Marine Resources Commission  
380 Fenwick Road, Bldg. 96  
Fort Monroe, Virginia 23651

**WORK LOCATION:** James River, City of Newport News, Rappahannock River, Lancaster and Middlesex Counties, York River, York and Gloucester Counties, Piankatank River, Mobjack Bay, Mathews County, Black Berry Hangs, Lancaster County, and Tangier Sound, Accomack County.

**PERIOD OF CONTRACT:** From date of award to September 30, 2019.

**SEALED PROPOSALS WILL BE RECEIVED UNTIL April 5, 2019, AT 2:00 P.M. FOR FURNISHING THE SERVICES DESCRIBED HEREIN. LATE PROPOSALS WILL NOT BE CONSIDERED.**

**ALL INQUIRIES FOR INFORMATION SHOULD BE DIRECTED TO:**

Andrew Button  
Telephone (757) 247-2121

**SEND PROPOSALS DIRECTLY TO:**

Brandy L. Battle  
Marine Resources Commission  
380 Fenwick Road, Bldg. 96  
Fort Monroe, Virginia 23651  
(757) 247-2260

**OR HAND DELIVER TO:**

Brandy L. Battle  
Marine Resources Commission  
380 Fenwick Road, Bldg. 96  
Fort Monroe, Virginia 23651

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSALS (RFP) AND ALL THE CONDITIONS IMPOSED IN THIS RFP, THE UNDERSIGNED FIRM HEREBY OFFERS AND AGREES TO FURNISH, IF SELECTED, THE SERVICES DESCRIBED AT THE PRICE INDICATED IN SECTION XI, PRICING SCHEDULE IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSED OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION, AND THE UNDERSIGNED FIRM HEREBY CERTIFIES THAT ALL INFORMATION PROVIDED BELOW AND IN ANY SCHEDULE ATTACHED HERETO IS TRUE, CORRECT, AND COMPLETE.

State Corporation Commission ID Number: \_\_\_\_\_ (See Special Terms and Conditions)

**NAME AND ADDRESS OF FIRM:**

\_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_  
(Signature in ink)

\_\_\_\_\_  
NAME: \_\_\_\_\_  
(Please print)

\_\_\_\_\_  
Zip Code: \_\_\_\_\_ TITLE: \_\_\_\_\_

EVA Vendor ID or DUNS #: \_\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

**RETURN ENTIRE CONTRACT PROPOSAL TO VMRC. SIGN CERTIFICATION ABOVE.**

**COMPLETE SECTIONS:**

- XI – PRICING SCHEDULE**
- ATTACHMENT A**
- ATTACHMENT B (if applicable)**
- ANNEX 7-G**
- ANNEX 7-I**

**Note: This public body 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. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.**

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I. **PURPOSE:** The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified sources to dredge, grade, and wash approximately 25,000 to 60,000 cubic yards of fossil oyster shells from the James River, and then transport and deploy the same oyster shells on sites in the James River, York River, Rappahannock River, Mobjack Bay, Piankatank River, Tangier Sound, and Black Berry Hangs area in the Chesapeake Bay of Virginia.

II. **BACKGROUND:** The VMRC Conservation and Replenishment Department (CRD) has the responsibility for managing and restoring the oyster resource in the State. Millions of bushels of oyster shells have been placed overboard by the CRD to serve as cultch for oyster larvae to attach (strike). In recent years, oyster reef restoration has primarily used oyster shell from local shucking houses. However, there are not sufficient quantities of oyster shell to complete all of the current projects, nor the anticipated increase in oyster restoration projects over the next few years.

The current project shall require fossil shells to be dredged from subaqueous deposits near Newport News in the James River. These shells shall be washed and sorted into two size categories. These dredged shells will then be transported and washed overboard (referred to as "planting shells") with a high-pressure stream of water in areas in the James River, York River, Rappahannock River, Mobjack Bay, Piankatank River, Tangier Sound and Black Berry Hangs area in the Chesapeake Bay of Virginia. All dredging, washing, transportation, and planting will be conducted according to the terms of this contract and according to existing shell dredging permits. The Marine Resources Commission is responsible for obtaining the necessary permits.

The shell dredging site is on the north side of the James River, between Route 17, James River Bridge and the Interstate 664, Monitor-Merrimac Bridge Tunnel (Map (shell dredge and plant maps.pdf) on VMRC website [http://www.mrc.virginia.gov/mrc\\_procurement\\_info.shtm](http://www.mrc.virginia.gov/mrc_procurement_info.shtm)).

The shell planting sites are specified and buoyed by the VMRC Conservation and Replenishment Department. The shells shall be planted on areas that are generally 5 to 25 acres in size. Plantings are made by washing shell overboard with high pressure water as the shell barge moves around the area to give a uniform coverage.

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required. By submitting a proposal, offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.

III. **SCOPE OF WORK:**

- a) The contractor shall dredge, wash, and sort 25,000 to 60,000 cubic yards of fossil shell in accordance with permits issued by the U. S. Army Corps of Engineers.

- b) Shell dredging requires permits issued by the U. S. Army Corps of Engineers. Obtaining the necessary permits is the responsibility of the VMRC – CRD. The Contractor shall dredge, wash, transport, and plant shells in accordance with the terms of the permits.

Typical conditions in the permits address topics such as: dredging equipment, dredge cut dimensions, discharge of waste sediment and shell grit, appropriate uses of shell, dredging areas and dredging times. The permits along with the contract contain the complete conditions and should be consulted.

The time period for shell dredging as specified in the permits is June 16 to December 31. The dredging sites are located in the James River and are labeled on the attached permit map (Map (shell dredge and plant maps.jpg) on VMRC website - [http://www.mrc.virginia.gov/mrc\\_procurement\\_info.shtm](http://www.mrc.virginia.gov/mrc_procurement_info.shtm)).

VMRC is responsible for acquiring shell dredging permits and conducting environmental studies required by the permits.

The most recent dredging permit (2018), from the Army Corps of Engineers is attached as Attachment C. The agency's Replenishment Department Head believes that this permit will be extended/renewed by June 1, 2019. However, should this permit not be renewed, the VMRC will not be able to enter into a contract for the work described in RFP CRD 19-01. The contractor is responsible for full compliance with and all notifications identified in the dredging permit (2018); except for completing the compliance certification form (page 3, 3rd paragraph).

- c) Dredge cuts are to a maximum of 50 feet mlw with spoil returned to the dredge cut after washing by means of bow and stern elephant trunk discharge pipes. The elephant trunk discharge pipes shall extend under the dredge barge.
- d) Shells shall be washed and sorted into two sizes. "Fines" are those shell pieces from 3/16" to 1" in size, and shells are those shell pieces 1 inch in size and greater ( $\geq 1$ ").
- e) The contractor may request approval to purchase all or a portion of the shell pieces or "fines", and this value of such shell pieces shall be included as a credit against the contractor price.
- f) **Shellplanting:** James River, York River, Rappahannock River, Mobjack Bay, Piankatank River, Tangier Sound, and Black Berry Hangs area in the Chesapeake Bay of Virginia.

(Maps on VMRC website)[http://www.mrc.virginia.gov/mrc\\_procurement\\_info.shtm](http://www.mrc.virginia.gov/mrc_procurement_info.shtm).

Shells shall be transported by barge and tug to the planting locations and washed overboard from a moving barge that should be making a minimum of 1.5 knots SOG, at MRC designated sites at an approximate rate of 60 to 600 yards per acre. The contractor shall make every reasonable effort to insure shells are planted as uniformly as possible. Water depths at planting sites are greater than 5' mlw. Planting locations are generally 5 to 25 acres and will be marked by VMRC-CRD personnel

The dredging and planting of shells shall be conducted under supervision of VMRC – CRD personnel during the period of June 16 – August 15, 2019.

Planting Areas:

Water body	Bar	Lat	Long	Acreage	Cultch/per meter <sup>2</sup>	Total Bu	Total Cu yds	Area Type
<b>Tangier</b>								
	8-H-1	37.82015	- 75.92984	9	6.9	9,000	581	H
	8-H-2	37.82083	-75.9283	9	7.7	9,000	581	H
	8-H-3	37.82131	- 75.92667	7	6.3	7,000	452	H
	8-H-4	37.82605	- 75.92135	10	8.6	10,000	645	H
	7-H-1	37.87383	-75.9301	14.1	4.6	14,100	910	H
	7-H-2	37.86984	- 75.92624	14.9	5.3	14,900	961	H
	7-H-3	37.8653	- 75.92624	26.0	4.1	26,000	1,677	H
	7-H-4	37.86164	- 75.92384	4.0	2.8	4,000	258	H
	7-H-5	37.8596	- 75.92847	9.0	9.3	9,000	581	H
Subtotals				103.0		103,000	6,646	
<b>Black Berry Hangs</b>								
				12.0		12,000	774	H
Subtotals				12.0		12,000	774	
<b>Chappahannock</b>								
	Lower Parrotts East, Offshore	37.60605	- 76.41386	11.04	8.6	11,040	712	H
	Temples Bay, SP 138	37.61734	- 76.46415	5.70	8.0	5,700	368	H
	Temples Bay, SP 136	37.61612	- 76.47256	5.60	4.6	5,600	361	H
	Temples Bay 1	37.61714	- 76.48149	4.50	4.8	4,500	290	H
	Temples Bay 2	37.61618	- 76.47797	12.30	11.4	12,300	794	H
	Temples Bay 3	37.61523	- 76.47471	17.30	2.3	17,300	1,116	H

Subtotals				56.44		56,440	3,641	
<b>Piankatank</b>								
	Heron Pt	37.5264	- 76.34844	13.0	5.6	13,000	839	SD
	Hills Bay 12	37.50803	- 76.31852	9.4	1.8	9,400	606	S
	Island Bar 13	37.53358	- 76.38443	5.3	3.9	5,300	342	S
	Burton Pt 2	37.5034	- 76.32452	8.0	1.2	8,000	516	S
	Thompson 16	37.51861	- 76.40826	0.8	3.6	1,000	65	S
	Doc's View 17	37.51153	- 76.41873	1.1	1.3	1,100	71	S
Subtotals				37.6		37,800	2,439	
<b>Mobjack</b>								
	Toe Stake	37.33797	- 76.39014	3.0	3.6	3,000	194	H
	Toe Stake	37.3392	- 76.38619	6.0	5.9	6,000	387	H
	Browns Bay 1	37.30971	- 76.35323	83.0	1.9	83,000	5,355	S
	Pultz	37.3523	-76.3522	14.1	2.4	14,100	910	H
Subtotals				106.1		106,100	6,846	
<b>York</b>								
	Aberdeen 3	37.3342	- 76.59812	15.0	6.1	14,900	961	H
	Timberneck 1	37.27125	- 76.52791	14.7	5.3	14,700	948	H
	Timberneck 3	37.27344	- 76.53169	15.4	5.7	15,400	994	H
	Pages	37.31386	- 76.58593	68.0	1.1	68,000	4,387	H
	Cheatham PG 1	37.30731	- 76.60224	2.0	5.9	2,000	129	S
Subtotals				115.1		115,000	7,419	
<b>Lower James</b>								
	Lower Thomas	37.01949	- 76.48765	60.2	5.3	60,200	3,884	H

	Nansemond Ridge	37.01483	- 76.48061	19.0	22.0	19,000	1,226	H
	Cruisers	36.95655	- 76.45761	55	7.1	55,000	3,548	H
	Upper Browns Shoal	36.92527	-76.4516	23.0	4.6	23,000	1,484	H
	Subtotals			157.2		157,200	10,142	
	Grand Total			<b>587.44</b>		<b>587,540</b>	<b>37,907</b>	

g) Shell Quantity

The contractor shall dredge, wash, transport, and plant oyster shell as directed by VMRC. The quantity for this contract shall be 25,000 - 60,000 cubic yards and the contractor's capabilities should provide for a daily completion rate of 3,000 to 6,000 cubic yards. The conversion factor for cubic yards to Virginia bushels is 15.5 (C.Y. X 15.5 = VA Bushels).

h) Shell Quality

Shell material is categorized as "shells" (equal to or greater than 1 inch in size) and "fines" (3/16" to 1 inch).

Shells and fines for oyster restoration projects shall be washed clean of mud and sediment by the contractor at the dredging site and be suitable for attracting spat, according to VMRC - CRD. The contractor shall sort shells from fines at the dredging site and provide either material as specified by VMRC.

i) Shell Volume Measurements

A team consisting of at least one representative of VMRC and one representation of the contractor shall measure each barge load of shells or fines. The measurement for shells to be planted may be estimated prior to transport; the official measurements shall be made when the barge arrives at the planting location. One representative of VMRC and one representative of the contractor shall agree upon the measurement of shells prior to commencement of shell planting. The measurement technique shall be according to the Standard method below or in a few cases, the Alternative Method:

**STANDARD VOLUME DETERMINATION OF DREDGED SHELL/FINES ON BARGE**

The shell or fine pile is to be of nearly uniform height along length of a barge, with sides of the piles as straight and consistent a slope along length as is practicable.

Measurements (feet and decimal fractions of feet) are to be made for height and width at a minimum of four (4) intervals along the length of the shell pile. The first and last measurements are made at the point where the pile begins sloping from its uniform height downward to the ends

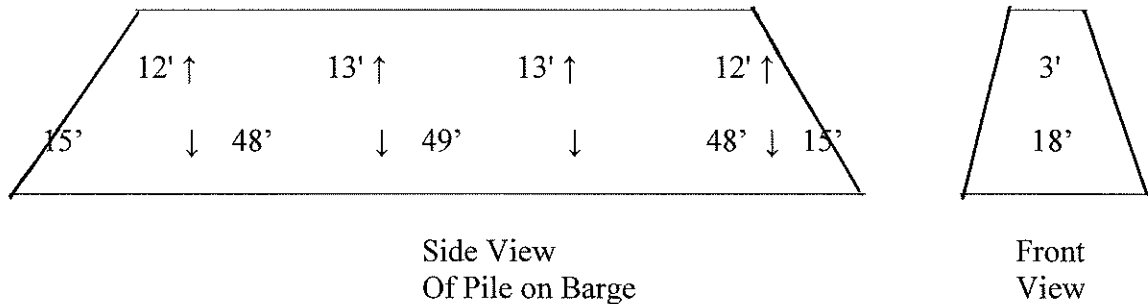


of the barge. Measurements between these two points should be made at nearly equal distances, avoiding extreme low points or high points of the pile.

At each interval, measurements are to be made as follows:

- \* length of interval;
- \* height of pile; and
- \* width of pile at the base and at the peak

An example of measurements to be made is shown below:



For each interval (length), an average height and width are determined to arrive at an average volume (cubic feet) for that interval. Each sectional volume is then added to get an overall volume. The volume is converted to cubic yards and shall be the volume used when billing VMRC.

#### ALTERNATE VOLUME DETERMINATION OF DREDGED SHELL/FINES ON BARGE

The volume of shells or fines may be determined by measuring the draft of a loaded barge, but only after discussion and agreement between the Contractor and VMRC to decide upon the actual method. Suitable conversion factors will be needed for the weight to volume ratio for both shells and fines under dry and wet conditions, and measuring draft will need to be done under calm conditions when wave action has negligible effect on reading the draft of a barge.

#### j) Equipment and Experience of Contractor:

The Contractor shall provide all equipment and personnel necessary to carry out the terms of this contract, including but not limited to dredges, washing, and sorting equipment, tugboats, barges, crane and bucket, pumps, crew, crew boats and measuring equipment. In certain locations, designated by VMRC, the contractor shall provide vessels and load barges in such a manner that they have a combined draft less than six feet. The equipment and their use must comply with the specifications of the shell dredging permit (Attachment C). The dredge must be a hydraulic dredge equipped with an elephant trunk discharge pipe which directs waste water and sediment into the cut being made. The offeror is required to provide a dredge equipped with a shell

washing/sorting apparatus that can sort clean shells from clean fines and load each, simultaneously, onto barges at the dredge.

k) Dredging Site Management by the Contractor

The Contractor is responsible for damage it causes to commercial fishing gear near the dredging operation, for marking dredging sites if buoys are needed, for using discrete traffic lanes for tug and barge traffic in the immediate vicinity of the dredge and for coordinating with local watermen the removal of crab pots, eel pots, or other gear from these traffic lanes.

l) Environmental Conditions and Restrictions

The contractor shall conduct all dredging, washing, transporting and planting of shells in a manner which will attempt to minimize any environmental harm. All conditions and specifications in the dredging permit shall be followed, such as the use of a trunk discharge pipe to direct all dredging waste to the cut being made. Environmental studies, if required, will be conducted by VMRC.

m) Right of Inspection

The Contractor agrees that VMRC may station MRC-CRD personnel at its dredge or dredges all operative hours to check the quality and quantity of shells and fines, and any environmental impacts regarding fish or water quality.

n) Maintenance and Records

The Contractor agrees to keep accurate books and records showing the quantity of shells and fines dredged, the location dredged, the locations planted and the volume of each planting. All books and records shall be open to inspection and audit by VMRC, or its duly authorized representatives, at all reasonable intervals during business hours.

o) Maps of the James River, York River, Rappahannock River, Mobjack Bay, Piankatank River, Tangier Sound, and Black Berry Hangs area in the Chesapeake Bay of Virginia.

(Maps on VMRC website [http://www.mrc.virginia.gov/mrc\\_procurement\\_info.shtm](http://www.mrc.virginia.gov/mrc_procurement_info.shtm)) show the generalized shell planting areas. MRC Staff shall mark planting sites with buoys and the Contractor will plant shells only within the specified boundaries. If the planting barge moves outside of the marked area or the SOG falls below 1.5 knots, the Contractor shall stop planting until the barge is back within the area, making way at the required speed or water cannons are being manipulated as to insure even planting of shells. Planting specifications will vary and MRC will direct each planting.

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

##### A. General Requirements

1. RFP Response: In order to be considered for selection, offerors must submit a

complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the VMRC. No other distribution of the proposal shall be made by the offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested must be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- e. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
  - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or propriety information. The classification of an entire proposal document or prequalification application, line item prices and/or total proposal prices as propriety or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the VMRC. This provides an opportunity for the offeror to clarify or to elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The VMRC will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. Specific Requirements

- 1. Proposals should be as thorough and detailed as possible so that the Virginia Marine Resources Commission may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
  - a. The return of this complete RFP and all addenda acknowledgements, signed, and filled out as required.
  - b. Complete Contractor Data Sheet (Attachment A), and if applicable, Subcontractor Data Sheet (Attachment B).
  - c. A written narrative statement to include:

- (1) What, when, and how the service will be performed,
- (2) Description of the equipment that will be used to dredge, sort, and clean fossil shell and methods to minimize environmental impacts of the dredging operation,
- (3) Description of barges and tugboats that will be used to plant the shells in James River, York River, Rappahannock River, Mobjack Bay, Piankatank River, Tangier Sound, and Black Berry Hangs area in the Chesapeake Bay of Virginia.
- (4) Description of any stationary barge that will be used,
- (5) Description of the anticipated number of trips necessary to complete the project,
- (6) Complete description of any subcontractor arrangements to be used, and completion of Subcontractor Data Sheet, Attachment B.
- (7) Estimated time schedule for completion of the project,
- (8) Cost as described in Section XI, Pricing Schedule, and
- (9) Experience of company and personnel in marine contracting projects similar to oyster restoration.
- (10) Small Business Subcontracting Plan – Summarize the planned utilization of DSBSD-certified small businesses under the contract to be awarded as a result of this solicitation. Complete Annex 7-G. Describe all subcontracting arrangements.
- (11) State Corporation Commission Form: Required of all offerors pursuant to Title 13.1 or Title 50. Complete Annex 7-I, SCC Form.

V. **EVALUATION AND AWARD CRITERIA:** Proposals shall be evaluated by the Marine Resources Commission using the following criteria:

<b><u>Evaluation Criteria</u></b>	<b><u>Percentage Value</u></b>
Contractor's Project Completion Capabilities	35%
Approach to completing the project	
Equipment – Size, Condition, Type	
Likelihood of Completing Project within Time Specified	
Contractor's Experience	20%
Experience with similar marine construction projects	

Experience of Staff

Cost 25%

Small Business Subcontracting Plan 20%  
100%

- B. **Award Criteria:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to the offeror. The Commonwealth 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 (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. **REPORTING AND DELIVERY INSTRUCTIONS:** Omitted

VII. **MANDATORY PREPROPOSAL CONFERENCE:** Omitted

VIII. **GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, 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 the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, 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.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days



before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
  3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry

out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice; in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be

used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates

in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  5. Automobile Liability - \$1,000,000 combined single limit.
  6. Watercraft policy with a combined single limit of \$2,000,000 for protection and indemnity coverage.
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the 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 the 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 the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a 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 contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Vendor transactions fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a results of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eva.virginia.gov](http://www.eva.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state offer prices in US dollars.
- AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**IX. SPECIAL TERMS AND CONDITIONS:**

- A. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the

evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth 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 reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- C. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 90 days. At the end of the 90 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.
- D. **PROPOSAL PRICES:** Proposal prices shall be as requested in Section XI, Pricing Schedule.
- E. **INSPECTION OF CONSTRUCTION:**
- 1) The Contracting Officer for the CRD shall be Andrew Button or his designee.
  - 2) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to the contract requirements.
  - 3) CRD inspections and tests are the sole benefit of the CRD and do not:
    - a. Relieve the Contractor of responsibility for providing adequate quality control measures;
    - b. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
    - c. Constitute or imply acceptance; or
    - d. Affect the continuing rights of the CRD after acceptance of the completed work.
  - 4) The presence or absence of a CRD inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written



authorization.

- 5) The Contractor shall promptly furnish, without additional charges, all facilities, labor and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The CRD may charge to the Contractor any additional cost for inspection or tests when work is not ready at time specified by the Contractor for inspection or tests, or when prior rejection makes reinspection or retest necessary. The CRD shall perform all inspections and tests in a manner that will not unnecessarily delay the work.
  - 6) The Contractor shall, without charge, replace or correct work found by the CRD not to conform to contract requirements, unless in the public interest the CRD consents to accept work with a appropriate adjustment in contract price.
  - 7) If the Contractor does not promptly, as advised by the Contracting Officer, replace or correct rejected work, the CRD may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor and (2) terminate for default the Contractor's right to proceed.
  - 8) Unless otherwise specified in the contract, the CRD shall accept, as promptly as practical after the completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately.
- F. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 15 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- G. **CONTRACT EXTENSION:** Contract end date may be extended by mutual agreement between the Marine Resources commission and the Contractor. No other terms of the contract shall change.
- H. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- I. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_ April 5, 2019 2:00 p.m.  
Name of Offeror Due Date Time

\_\_\_\_\_ RFP# CRD 19-01  
Street of Box Number RFP No.

Shell dredging and shell planting for  
Virginia's portion of the  
Chesapeake Bay and its tributaries.

\_\_\_\_\_ RFP Title  
City, State, Zip Code

Name of Contract/Purchase Officer or Buyer Brandy Battle

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified.

Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other Proposals should be placed in the envelope.

J. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

K. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**

A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the offeror shall note such on the Small Business Subcontracting Plan. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

- B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
- C. Prime Contractor Subcontractor Reporting:
1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, businesses with DSBSD Service Disabled Veteran-owned status, or Employment Services Organization) and type of product/service provided, at the frequency required.
  2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.
- L. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- M. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency

the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- N. **WORK SITE DAMAGES:** Any damage to the reef structure which has been completed or adjacent oyster beds resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- O. **COMPLETION OF ATTACHMENTS:** Attachment A – Contractor data sheet, and if applicable. Attachment B – One page for each subcontractor to be utilized. Annex 7-G-Small Business Subcontracting Plan and Annex 7-I-SCC Form must be completed in full and returned with the proposal package.
- P. **APPLICABLE U. S. COAST GUARD LICENSES AND REGULATIONS:** Operators of all vessels used for deployment shall present, upon request, applicable U. S. Coast Guard licenses and shall obey all applicable U. S. Coast Guard regulations at all times during operations under this contract.
- Q. **HAZARD TO NAVIGATION:** Contractor shall not create a hazard to navigation while performing under this contract. Any such hazard to navigation created by the Contractor while performing under this contract shall be removed or eliminated at his expense.
- R. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one purchase order with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- S. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror 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 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized

to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

T. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

X. **METHOD OF PAYMENT:** The contractor will be paid on the basis of invoices submitted after satisfactory completion of each of the areas listed in XI. Pricing Schedule. All copies of the invoices shall be forwarded directly to the using agency or wherever otherwise designated. Payments will be made directly to the contractor, who will be responsible for payments to all subcontractors. Payments will be made in accordance with the Virginia Prompt Payment Act, once each of the areas listed in XI. Pricing Schedule are completed and verified by Oyster Replenishment Department Staff. The final payment may be withheld, based on General Terms and Conditions, J. Payment, 3., until VMRC receives evidence and certification of compliance with the SWAM procurement plan.

XI. **PRICING SCHEDULE:**

- A. \_\_\_\_\_ Cost per cubic yard to dredge, wash, sort, and load approximately 37,907 cubic yards of shell in the James River, Chesapeake Bay.
- B. \_\_\_\_\_ Cost per cubic yard to transport and deploy by water cannon approximately 10,142 cubic yards of shell in the James River, Chesapeake Bay.
- C. \_\_\_\_\_ Cost per cubic yard to transport and deploy by water cannon approximately 7,419 cubic yards of shell in the York River, Chesapeake Bay.
- D. \_\_\_\_\_ Cost per cubic yard to transport and deploy by water cannon approximately 6,846 cubic yards of shell in the Mobjack Bay, Chesapeake Bay.
- E. \_\_\_\_\_ Cost per cubic yard to transport and deploy by water cannon approximately 2,439 cubic yards of shell in the Piankatank River, Chesapeake Bay.
- F. \_\_\_\_\_ Cost per cubic yard to transport and deploy by water cannon approximately 3,641 cubic yards of shell in the Rappahannock River Lower, Chesapeake Bay.
- G. \_\_\_\_\_ Cost per cubic yard to transport and deploy by water cannon approximately 774 cubic yards of shell in the Black Berry Hangs Area, Chesapeake Bay.

H. \_\_\_\_\_ Cost per cubic yard to transport and deploy by water cannon approximately 6,646 cubic yards of shell in the Tangier Sound, Chesapeake Bay.

I. \_\_\_\_\_ credit per cubic yard for “fine” shells for \_\_\_\_\_ cubic yards retained by the contractor.

XII. **DELIVERY:** The agency expects delivery and complete deployment from June 17 – August 15, 2019.

XIII. **LIQUIDATED DAMAGES:** All equipment must be mobilized, and work must commence, no later than June 17, 2019. It is understood and agreed by the offeror that time is of the essence in the performance of the contract. In the event the equipment is not mobilized and work does not commence by the date specified there will be deducted, not as a penalty but as liquidated damages, the sum of \$2000 per day for each and every calendar day of delay beyond the time specified; except that if the performance be delayed by any act, negligence, or default on the part of the Commonwealth, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified, at the purchasing office’s sole discretion, for good cause shown.

**ATTACHMENT A TO RFP #CRD19-01  
CONTRACTOR DATA SHEET  
TO BE COMPLETED BY OFFEROR**

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy all the contractual agreements.
  
2. **YEARS IN BUSINESS:** Indicates the length of time you have been in business providing this type of service.

\_\_\_\_\_ Years      \_\_\_\_\_ Months

3. **REFERENCES:** Indicate below a listing of at least four (4) recent references for whom you have provided this type of service. Include the date service was furnished and the name, address and phone number of the person the purchasing agency has your permission to contact.

<b><u>CLIENT</u></b>	<b><u>ADDRESS</u></b>	<b><u>DATE OF SERVICE</u></b>	<b><u>CONTACT &amp; PHONE No.</u></b>

**ATTACHMENT B TO RFP #CRD19-01  
SUBCONTRACTOR DATA SHEET  
TO BE COMPLETED BY OFFEROR**

1. **QUALIFICATIONS OF OFFEROR:** Subcontractor must have the capability and capacity in all respects to fully satisfy all the contractual agreements.
  
2. **YEARS IN BUSINESS:** Indicates the length of time you have been in business providing this type of service.

\_\_\_\_\_Years      \_\_\_\_\_Months

3. **REFERENCES:** Indicate below a listing of at least four (4) recent references for whom you have provided this type of service. Include the date service was furnished and the name, address and phone number of the person the purchasing agency has your permission to contact.

<u>CLIENT</u>	<u>ADDRESS</u>	<u>DATE OF SERVICE</u>	<u>CONTACT &amp; PHONE No.</u>



**Annex 7-G**

**Small Business Subcontracting Plan**

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential bidders are required to return this document with their response.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B..

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

**Section A**

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

**B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**

Micro/Small Business Name & Address  DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M), or DSBSD Service Disabled Veteran-Owned	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)
<b>Totals \$</b>					

Annex 7-I

State Corporation Commission Form

**Virginia State Corporation Commission (SCC) registration information. The offeror:**

is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) -OR-

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Attachment C



DEPARTMENT OF THE ARMY  
US ARMY CORPS OF ENGINEERS  
NORFOLK DISTRICT  
FORT NORFOLK  
803 FRONT STREET  
NORFOLK VA 23510-1011

June 18, 2018

Southern Virginia Regulatory Section  
NAO-2016-00122 / VMRC #18-V0044 (Shell Dredging)  
NAO-2000-03926 / VMRC #18-V0044 (Shell Planting)

Virginia Marine Resource Commission  
Fisheries Management Division  
Mr. Andrew Button  
2600 Washington Avenue  
Newport News, Virginia 23061

Dear Mr. Button:

This is in reference to the Department of the Army application submitted by VMRC for 2018 Lower James River oyster shell dredging and shell planting activities on existing reefs located in the James River, Tangier Sound, Pocomoke Sound, Great Wicomico River, and Rappahannock River as specified in the permit application. VMRC will perform all dredging and plantings in only these specific waterways as identified above and depicted in the permit application received January 10, 2018. Shell planting activities originally proposed as part of this application in the Painkatank, Mobjack, and York River are not authorized at this time. The proposed project as described above and depicted on the attached exhibits, stamped received by our office on January 10, 2018 & February 2, 2018 satisfies the terms and conditions of Norfolk District's Regional Permit 20 (17-RP-20). Provided that VMRC follows the general and special terms and conditions of the 17-RP-20, as well as all other special conditions included below, no further authorization will be required from the Corps.

To clarify the extent of authorized work, the permit application included a range of impacts, based in part on funding, and in part on needed shell planting. Therefore, this verification is to hydraulic dredge approximately 25,000 – 40,000 cubic yards of fossil shell from the Lower James River for transport via barge to existing public oyster bottom where shell will be washed overboard to a maximum height of 1 – 3 inches. Under this 2018 proposal, VMRC will plant on 43 sites covering approximately 625 acres of existing oyster reef.

Special Conditions:

1. VMRC must adhere to a Time or Year Restriction (TOYR) prohibiting all in-water activities between February 15<sup>th</sup> and June 15<sup>th</sup> of any given year to protect anadromous fish and EFH.

2. As stipulated by VMRC, the dredge barge shall have 4 elephant trunk discharge pipes -- 2 forward and 2 aft on the barge. The trunks shall extend under the barge, and return the sediments and fine bits of shell back into the excavated trench. The pipes feeding the trunks shall have doors over them that open and close, to allow regulation of the flow through each pipe. At the beginning of the shell dredging process, the operator shall normally discharge the majority of return sediments through the bow pipes, allowing the material to be evenly discharged back into the excavated area. The return sediments shall not be discharged over the stern in a manner that causes a "wind row" of return sediments at a depth less than adjacent undisturbed river bottom. After the dredge has advanced in the cut and has excavated to the permitted depth, the stern pipes shall be opened somewhat to create a less uniform profile to the excavated bottom, and the opening of four discharge pipes will reduce the velocity of the discharge and lessen turbidity. The use of the stern discharge should create a more natural and functional bottom in the final dredge cut.
3. You are required to notify Fifth District USCG of the fossil shell dredging, for publication in the Local Notice to Mariners (LNTM). Two weeks before dredging, submit the notice to [matthew.e.kearney@uscg.mil](mailto:matthew.e.kearney@uscg.mil) at (757) 398-6552 and [CGD5Waterways@uscg.mil](mailto:CGD5Waterways@uscg.mil) of the dredge location and duration, and discussion of expected barge and tug traffic needed to support the fossil shell recovery and transport. See <http://www.uscg.mil/d5/waterways/> for the most recent LNTM and contact information.
4. No dredging and/or discharge activities shall not take place within a 200 foot buffer radius from 36.939726° N, -76.4346142° W.
5. A Plan of Action (POA) for historical and archaeological finds is required. The contractor will implement measures to add additional awareness for the dredge operation to prevent damage in the event that there is an encounter with unidentified archaeological or cultural resources while dredging fossil oyster shell.

The contractor will:

- a) Monitor the cutter head hydraulic pressure for spikes in pressure and set the hydraulic pressure relief value to stall the cutter head if it encounters debris.
- b) Alert the oiler on the top deck to watch where materials enter the shell shorting area for potential archeological debris.
- c) Alert the barge handlers to watch the conveyor deposits of shell on the barge for potential archeological debris.
- d) Should chain, metal, or wood be observed at any location, the shell dredging will be stopped at that location and the Virginia Marine Resources Commission, Conservation and Replenishment Department

will be contacted immediately (757-247-2121), and the Corps project manager at [randy.l.steffey@usace.army.mil](mailto:randy.l.steffey@usace.army.mil) or call him at (757) 201-7579.

6. In accordance with federal regulations, should unexpected archaeological resources be encountered during project implementation, all work in the immediate area should cease and DHR contacted to provide guidance on the treatment of the discovery. The contractor should record the location of the finds, and the archaeological debris must be retained for evaluation. The federal agency that approved the undertaking should contact our office within 48 hours of the discovery. DHR's Review and Compliance Division can be contacted at (804) 367-2323.

Enclosed is a "compliance certification" form, which must be signed and returned within 30 days of completion of the project. Your signature on this form certifies that you have completed the work in accordance with the regional permit terms and conditions.

Activities authorized under this RP must be completed by October 15, 2022. If this RP is reissued at that time, and if this work has not been started or completed, but the project continues to meet the terms and conditions of the revalidated RP, then the project will continue to be authorized. The Corps will issue a special public notice announcing any changes to the Regional Permits when they occur; however, it is incumbent upon you to remain informed of changes to the RPs. Activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon this RP that do not meet the terms and conditions of the revalidated RP will remain authorized provided the activity is completed within twelve months of the date of this RP's expiration (i.e. October 15, 2022), unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR Part 325.7(a-e). If work cannot be completed by October 15, 2023, you must reapply for separate permit authorization in order to meet current permit criteria.

The State Water Control Board provided unconditional §401 Water Quality Certification for this RP. Therefore, the activities that qualify for this RP meet the requirements of Department of Environmental Quality's (DEQ) Virginia Water Protection Permit Regulation, provided that the permittee abides by the conditions of this RP. You will not be required to obtain a separate 401 Water Quality Certification from DEQ. Please note that you should obtain all required State and local authorizations before you proceed with the project. This authorization does not relieve your responsibility to comply with local requirements pursuant to the Chesapeake Bay Preservation Act (CBPA), nor does it supersede local government authority and responsibilities pursuant to the Act. You should contact your local government before you begin work to find out how the CBPA applies to your project. Pursuant to the Coastal Zone Management Act

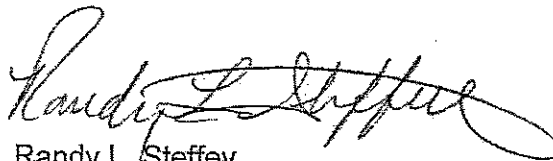
(CZMA) of 1972, the Virginia Department of Environmental Quality Virginia Coastal Zone Management Program (VCP) completed its review of the Federal Consistency Determination (FCD) for this RP on January 12, 2016 and provided concurrence that this RP is consistent with the VCP. Therefore, no further coordination with the VCP is required. Authorizations under this RP do not supersede state or local government authority or responsibilities pursuant to any State or local laws or regulations.

The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

In granting an authorization pursuant to this permit, the Norfolk District has relied on the information and data provided by the permittee. If, subsequent to notification by the Corps that a project qualifies for this permit, such information and data prove to be materially false or materially incomplete, the authorization may be suspended or revoked, in whole or in part, and/or the Government may institute appropriate legal proceedings.

If you have any questions and/or concerns about this permit authorization, please contact me at (757) 201-7579 or via email at [randy.l.steffey@usace.army.mil](mailto:randy.l.steffey@usace.army.mil).

Sincerely,



Randy L. Steffey  
Project Manager, Southern Virginia  
Regulatory Section

Attachments: 17-RP-20  
Project Drawings  
Certificate of Compliance



U.S. Army Corps  
Of Engineers  
Norfolk District

**CERTIFICATE OF COMPLIANCE  
WITH  
ARMY CORPS OF ENGINEERS PERMIT**

Permit Numbers: NAO-2016-00122 & NAO-2000-03926

VMRC Number: 18-V0044

Corps Contact: Randy L. Steffey

Name of Permittee: VMRC Fisheries Management Division; Mr. Andrew Button

Date of Issuance: June 18, 2018

Permit Type: 17-RP-20

**Within 30 days of completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:**

US Army Corps of Engineers - Norfolk District  
CENAO-WR-RS  
Attn: Randy L. Steffey  
803 Front Street  
Norfolk, VA 23510-1096

Or scan and send via email to [randy.l.steffey@usace.army.mil](mailto:randy.l.steffey@usace.army.mil)

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification or revocation.

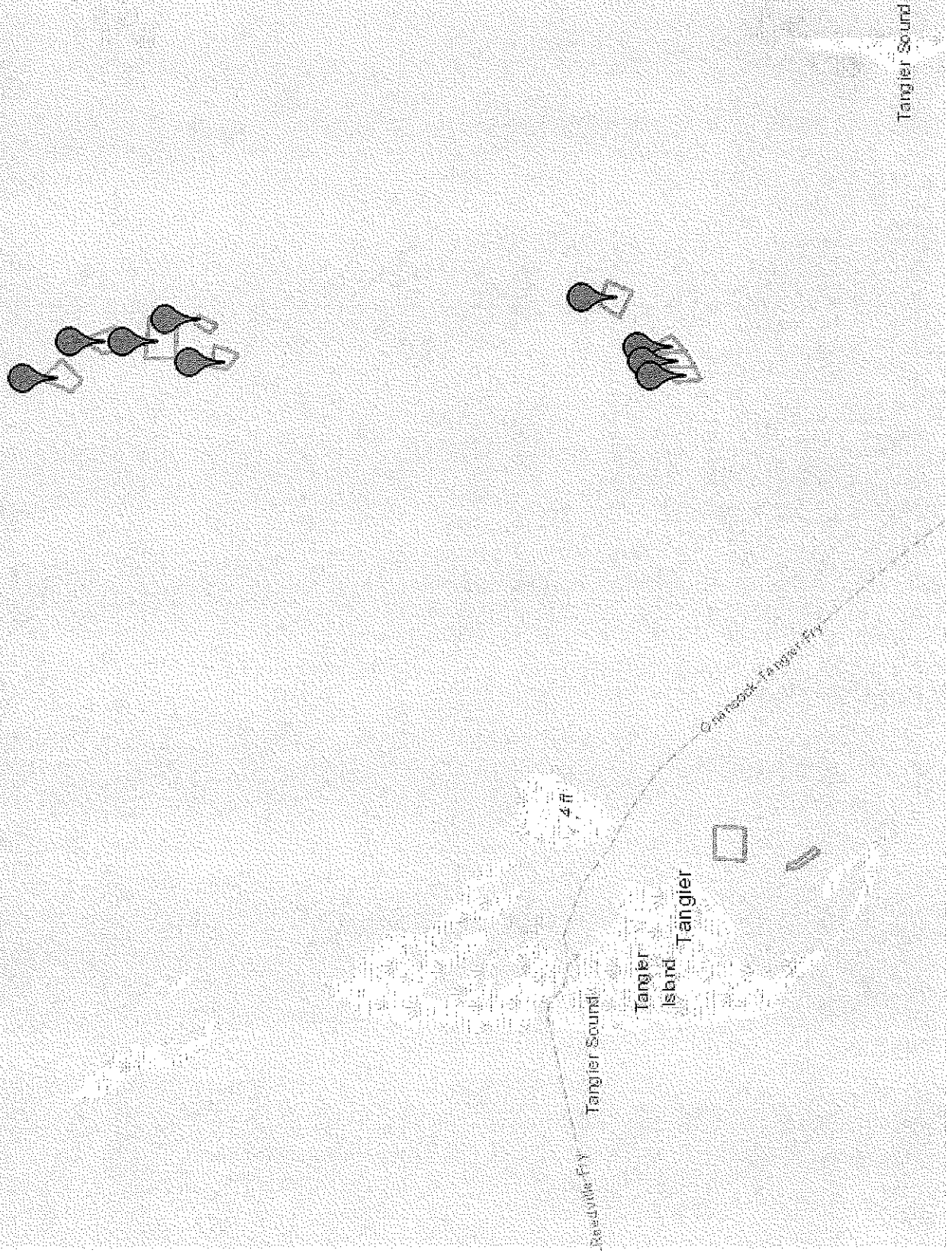
I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation has been completed in accordance with the permit conditions.

\_\_\_\_\_  
Signature of Permittee

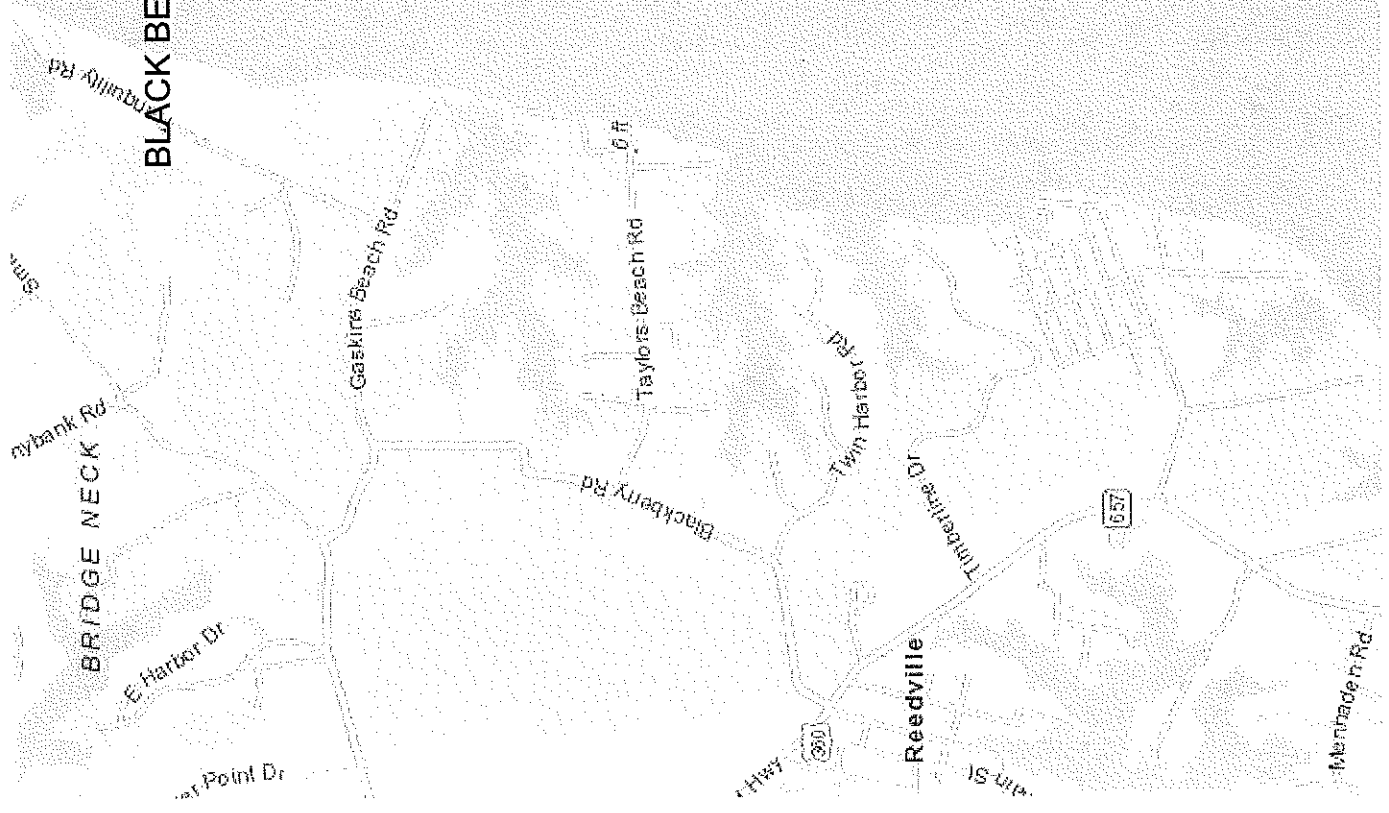
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# TANGIER SOUND SHELL PLANT LOCATIONS

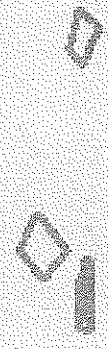
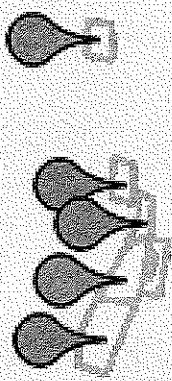
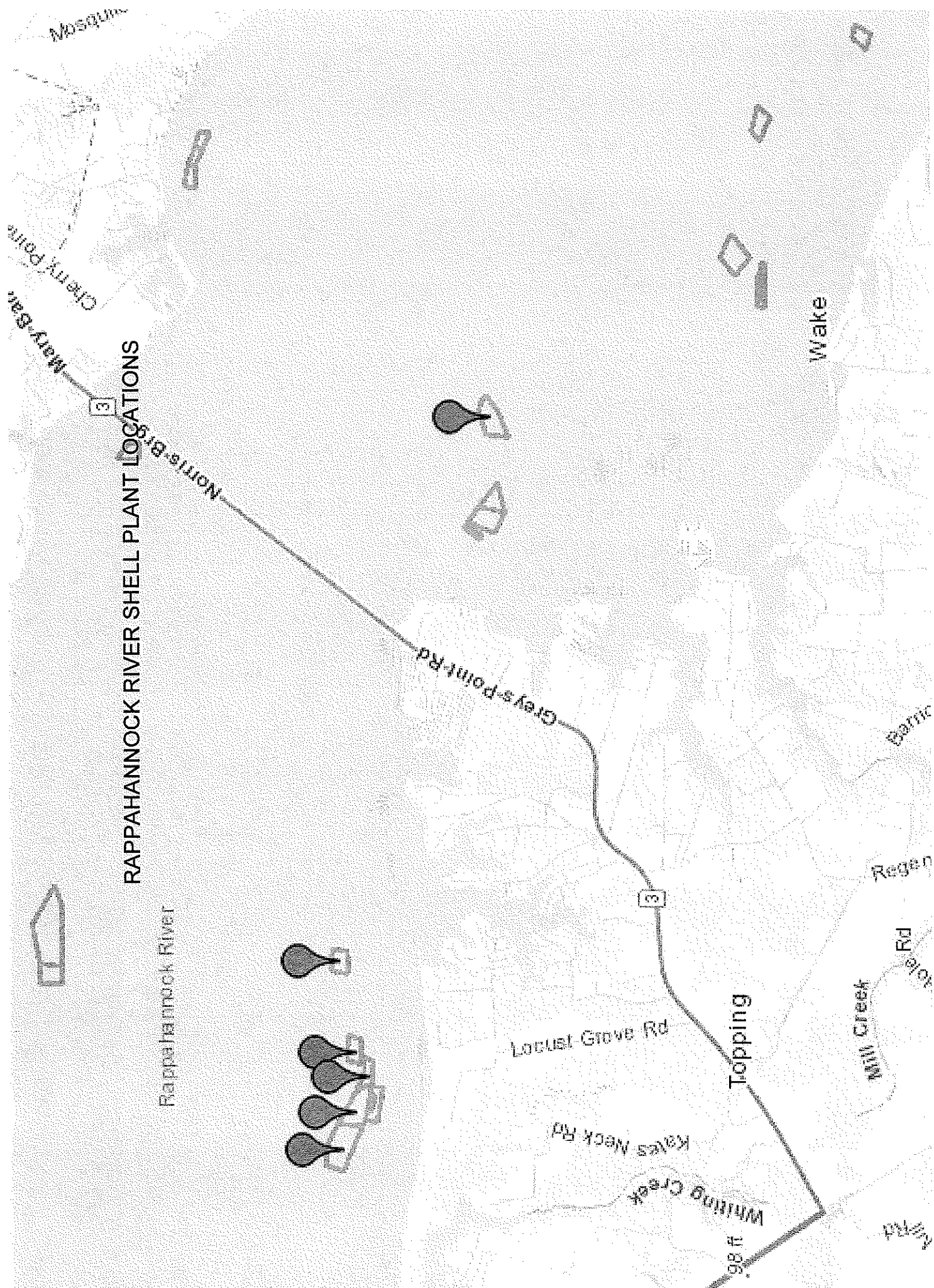


**BLACK BERRY HANGS SHELL PLANT LOCATION**



# RAPPAHANNOCK RIVER SHELL PLANT LOCATIONS

Rappahannock River



Wake

Barric

Regen

Mill Creek Rd

Topping

Lotus Grove Rd

Kyles Neck Rd

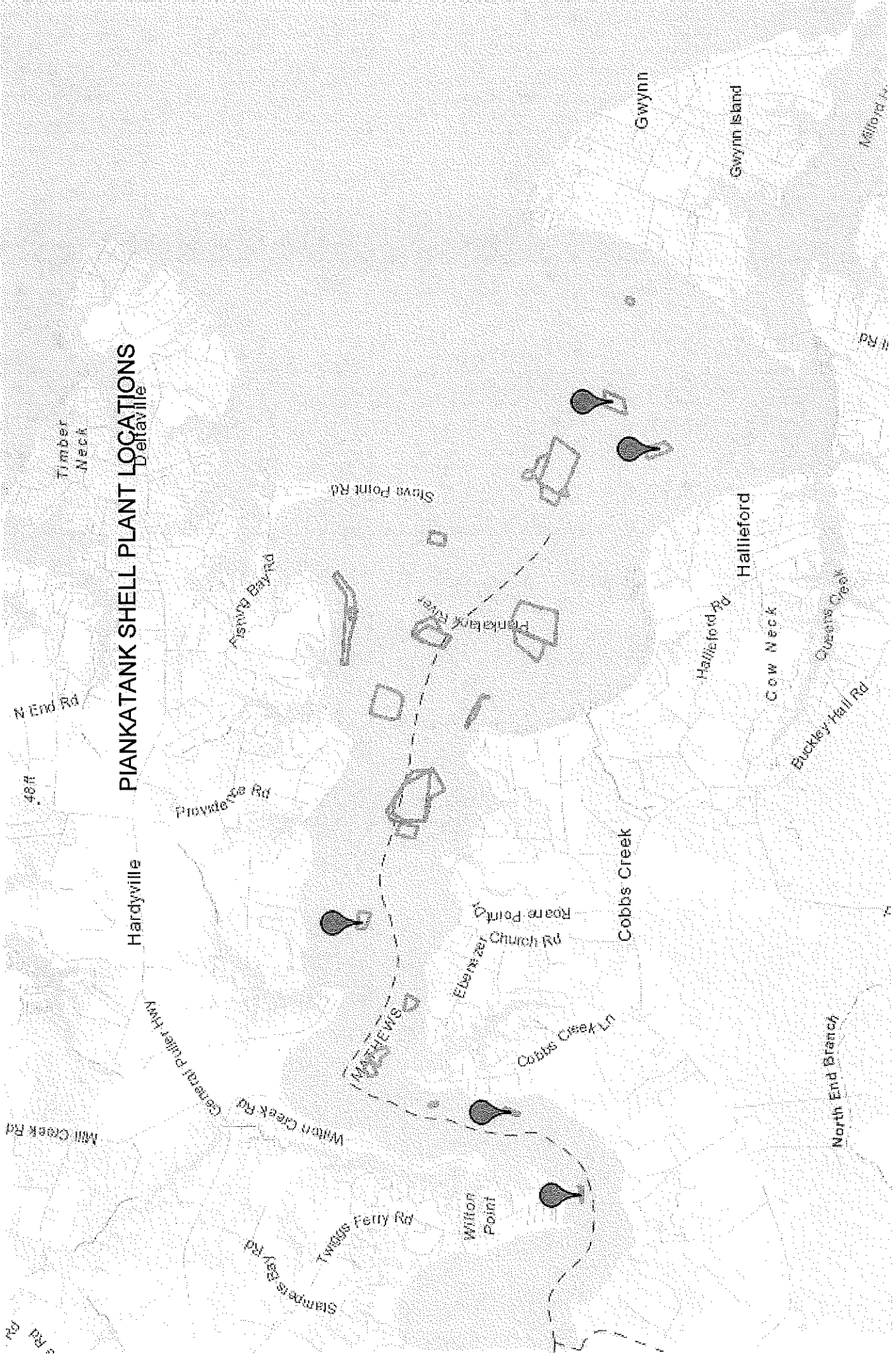
Whiting Creek

98 ft

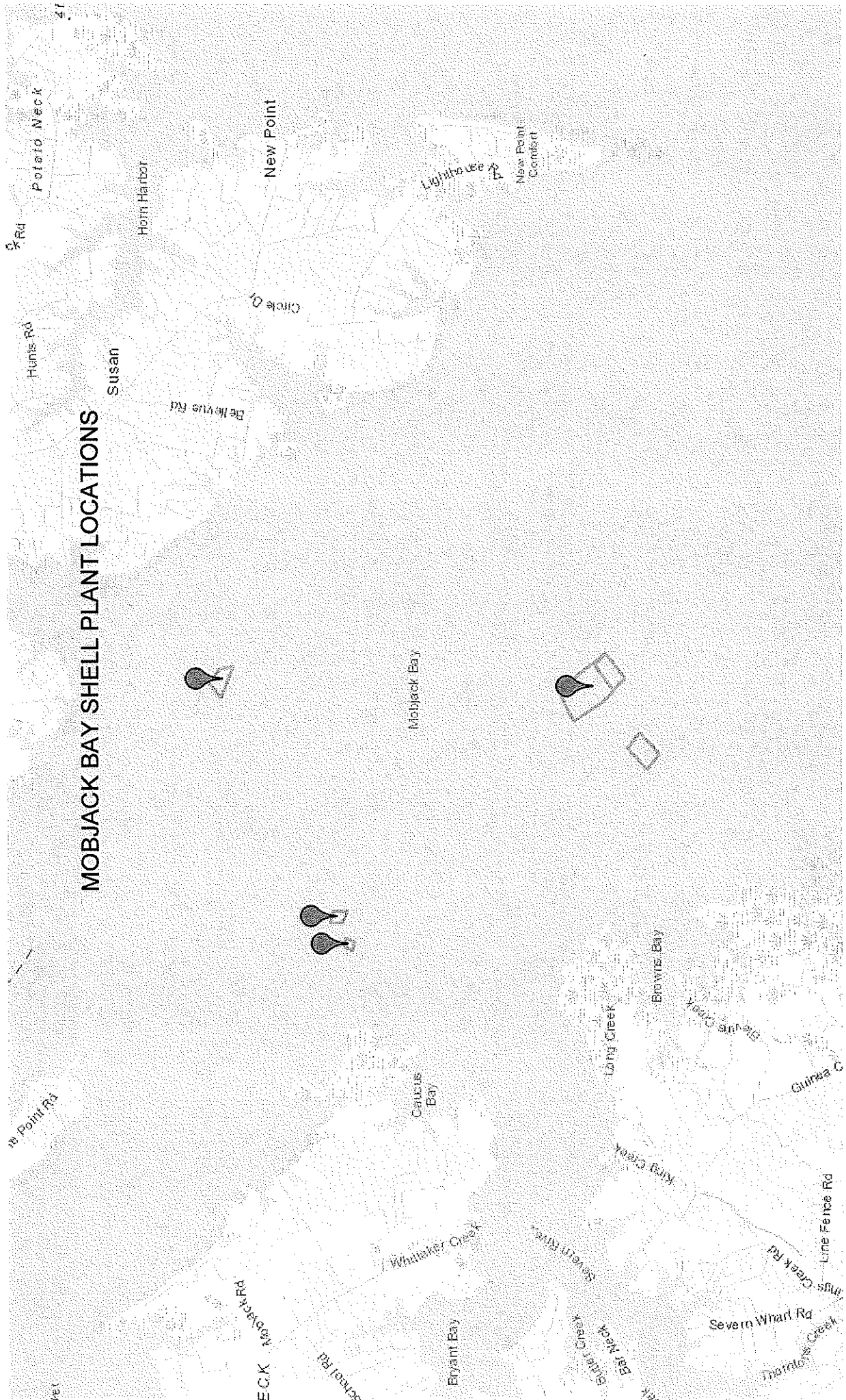
River Rd

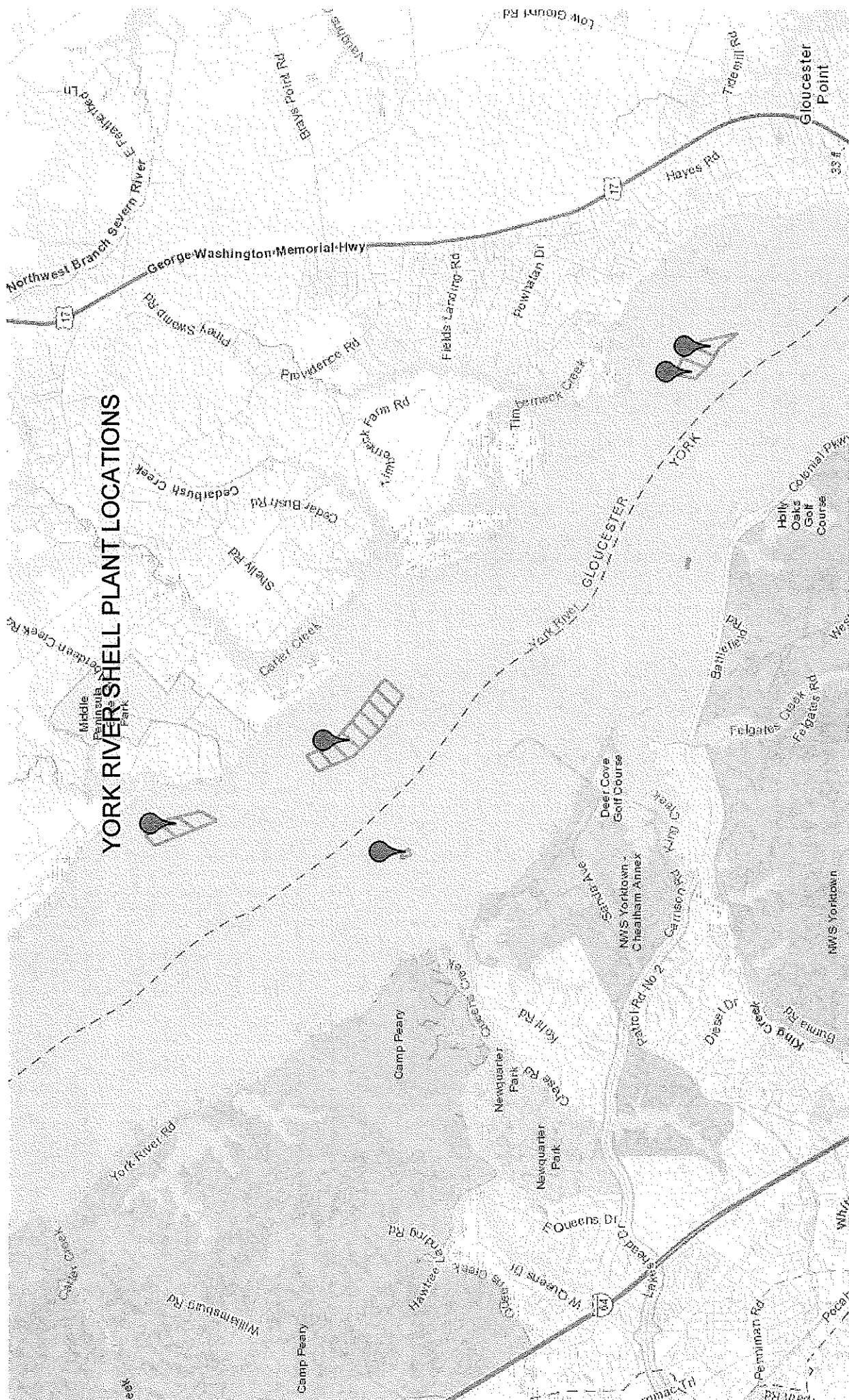
# PIANKATANK SHELL PLANT LOCATIONS

Deltaville



# MOBJACK BAY SHELL PLANT LOCATIONS





# YORK RIVER SHELL PLANT LOCATIONS

Gloucester Point

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Middle Peninsula Park

Deer Cove Golf Course

NWS Yorktown - Chesatham Annex

Camp Peary

Newquarter Park

Newquarter Park

Queens Dr

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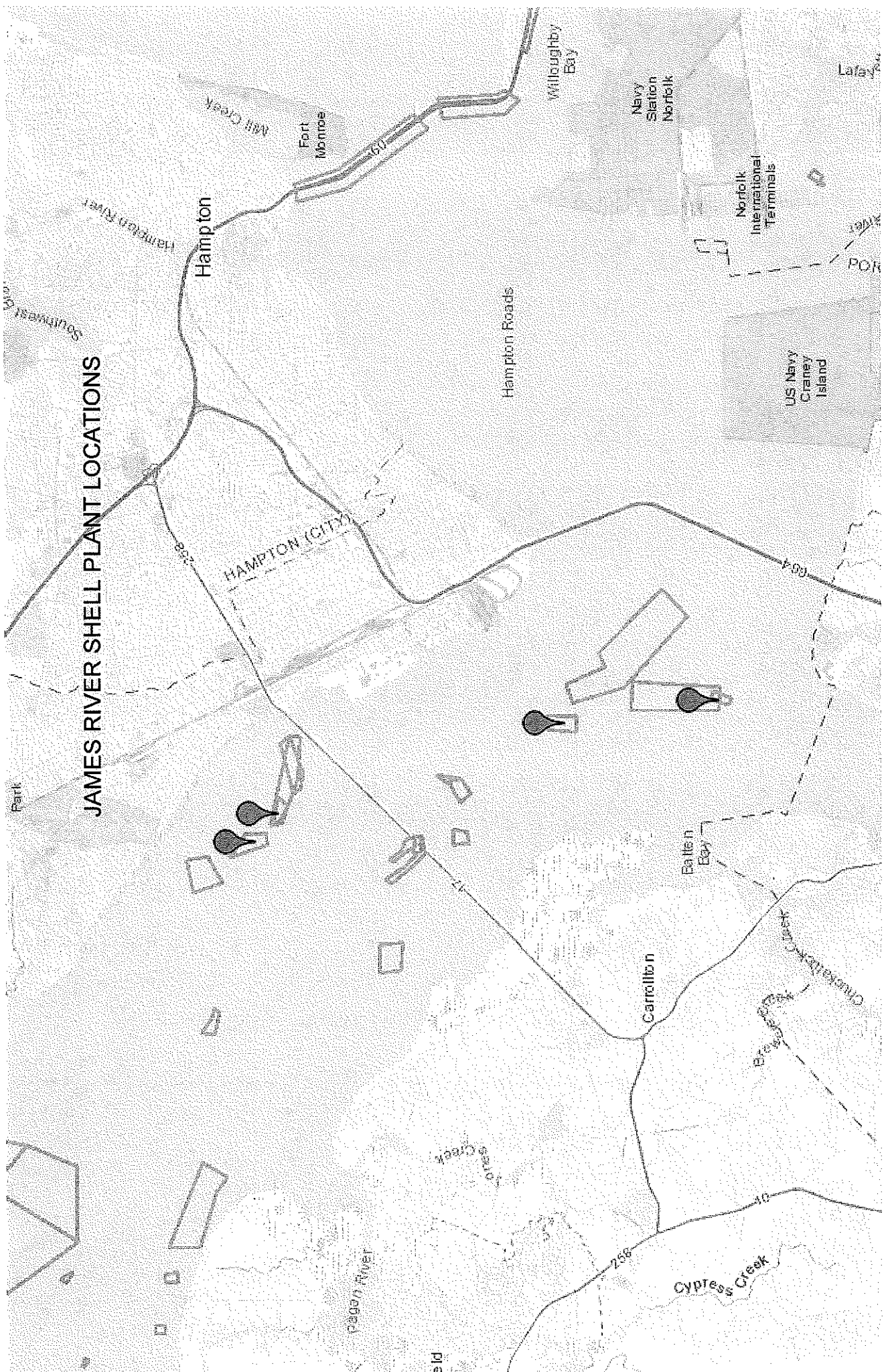
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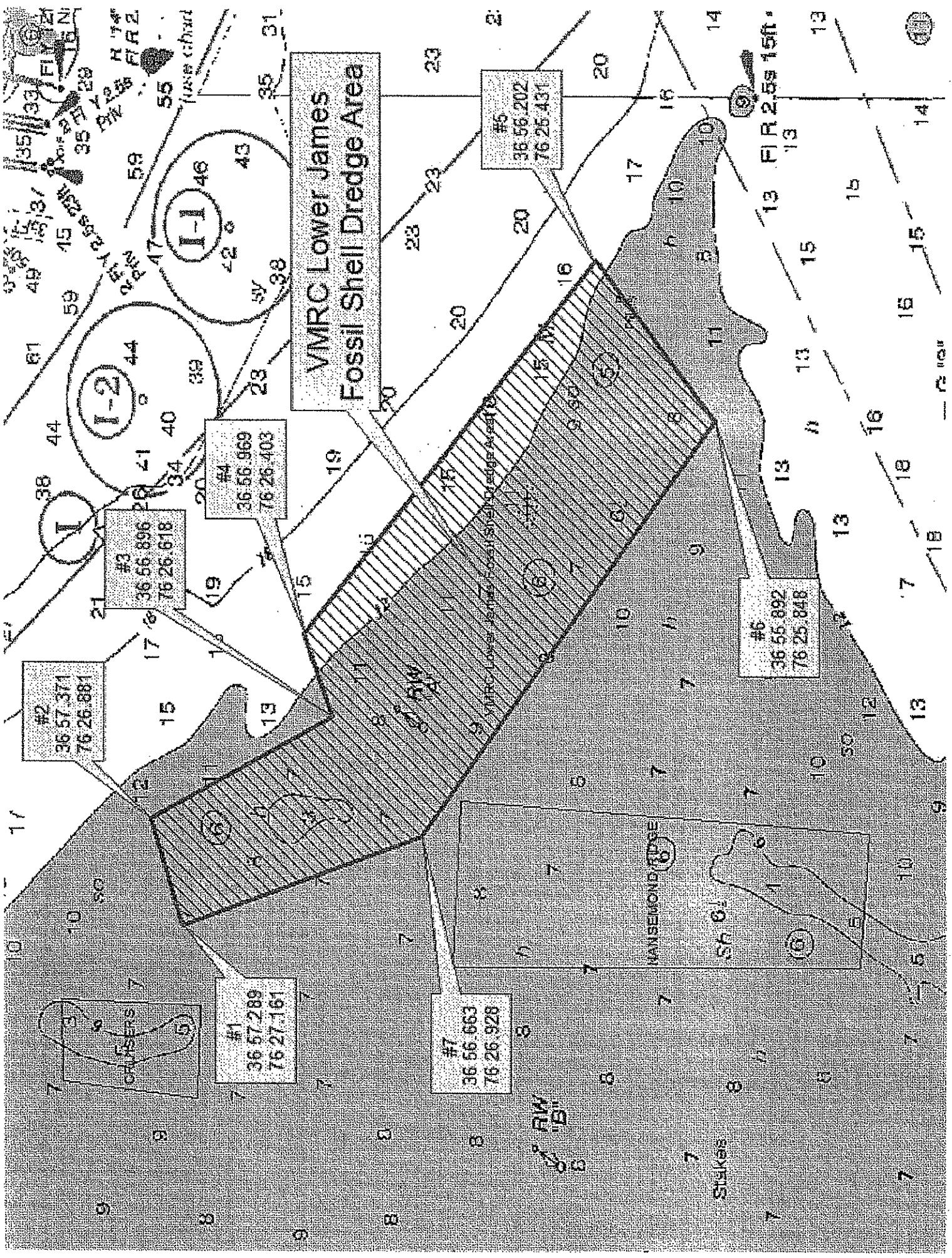
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**JAMES RIVER SHELL PLANT LOCATIONS**





**VMRC Lower James  
Fossil Shell Dredge Area**

#2  
36 57.371  
76 26.881

#3  
36 56.896  
76 26.618

#4  
36 56.969  
76 26.403

#5  
36 56.202  
76 26.431

#6  
36 55.892  
76 25.848

#7  
36 56.663  
76 26.928

#1  
36 57.289  
76 27.161

I-2  
44  
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I-1  
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CRUISERS  
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MANSEMOND DREDGE  
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