

REQUEST FOR PROPOSAL

ISSUE DATE: September 5, 2012 RFP # AR13-01

TITLE: Boat Operators, including Boat providers to conduct Buoy recoveries and deployments, Material Inspections of Concrete Structures, Monitoring Deployments, Assist divers and provide Transportation to and from various Chesapeake Bay Artificial Reef Sites

COMMODITY CODE: 95984

ISSUING AGENCY: Commonwealth of Virginia
Marine Resources Commission
2600 Washington Avenue, 3rd Floor
Newport News, VA 23607

WORK LOCATIONS: Marine Contractor's place of business (various), Deployment sites at the various Chesapeake Bay Artificial Reef Sites, VDOT-Pine Chapel in Hampton, VMRC Headquarters in Newport News, Operations Station in Newport News, U.S.C.G. Base located in Portsmouth, VA.

PERIOD OF CONTRACT: From date of award until through December 31, 2014.

UNSEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00 P.M., SEPT. 28, 2012 FOR FURNISHING THE GOODS/SERVICES HEREIN. LATE PROPOSALS WILL NOT BE CONSIDERED.

ALL INQUIRIES FOR INFORMATION SHOULD BE DIRECTED TO:

Mike Meier or Brandy Battle
Telephone: (757) 247-2263 Telephone: (757) 247-2260

IF PROPOSALS ARE MAILED OR IF PROPOSALS ARE HAND DELIVERED, DELIVER TO:

Brandy Battle
Marine Resources Commission
2600 Washington Avenue, 3rd Floor
Newport News, VA 23607

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSALS (RFP) AND ALL CONDITIONS IMPOSED IN THIS RFP, THE UNDERSIGNED FIRM HEREBY OFFERS AND AGREES TO FURNISH ALL GOODS AND SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL 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 # _____ TELEPHONE: () _____

E-MAIL ADDRESS: _____ FAX NUMBER:() _____

REQUIRMENTS

- **RETURN ENTIRE CONTRACT PROPOSAL TO VMRC. SIGN CERTIFICATION ABOVE.**
- **COMPLETE SECTION XI, PRICING SCHEDULE ON PAGE 32-33, ATTACHMENT A, ATTACHMENT B (if applicable), ANNEX 7-G AND ANNEX 7-I. SUPPLY ALL OTHER INFORMATION REQUESTED IN SECTION IV, PROPOSAL PREPARATION AND SUBMISSION.**
- **A MANDATORY PREPROPOSAL CONFERENCE:** A mandatory pre-proposal conference will be held on Sept. 18, 2012 AT 10:00 A.M. at the 4th Floor Library, Marine Resources Commission, 2600 Washington Ave., Newport News, VA 23607 (Reference Section VII Herein) NO ONE WILL BE ADMITTED AFTER 10:15 A.M. If special ADA accommodations are needed, please contact Mrs. Brandy Battle, VMRC, Telephone (757) 247-2260.

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

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I. **PURPOSE:**

The purpose of this Request for Proposal (RFP) is to solicit unsealed proposals to establish a contract through competitive negotiation for additional Boat Operators, including Boat providers to conduct Buoy Recoveries and Deployments, Inspect Concrete Structures, Monitor Deployments, Assist Divers and Provide Transportation to and from various Chesapeake Bay Artificial Reef Sites on an as-needed/on-call basis to provide support for the Artificial Reef Program Manager and VMRC Fisheries staff.

II. **INTRODUCTION AND BACKGROUND INFORMATION:**

The Artificial Reef program is one department of the Fisheries Management Division of the Virginia Marine Resources Commission (VMRC), an agency of the Commonwealth of Virginia. The Artificial Reef program works to enhance the use of tidal fishery resources through the new construction and augmentation of artificial fishing reef sites, employing a variety of methods and materials. These Reef sites are located in the Chesapeake Bay and its tributaries, and offshore in the Atlantic Ocean. Creation of habitat and augmentation of existing habitat areas provide niches for many fisheries species, in addition to providing recreational fishing opportunities.

Much of the material that is placed on the agency's Artificial Reef sites is "material of opportunity". These are materials primarily from donations of concrete structures that have been fabricated and never used or removal or demolition of existing large concrete structures located in and above the State's tidal waters.

Currently the VMRC is planning to accept all useable concrete materials that will be removed from the Navy fuel pier at Craney Island, Fuel Depot, Portsmouth, VA. The federal government has already selected a contractor to remove all existing concrete structures at the site. Rather than disposing of these removed structures in a landfill or other approved disposal area, the federal contractor wishes to donate suitable concrete materials to the VMRC Artificial Reef Program.

As a result, VMRC will receive some concrete material from this project which will be available under Phase One in September 2012, additional material from Phase 2 date to be determined in 2013. In addition to the sizeable donation of concrete structures to the VMRC Reef Program, the federal contractor plans to transport the donated concrete, from the removal sites at Craney Island and offload the donated materials at several of the VMRC Artificial Reef sites.

VMRC has also been approached about a second donation of concrete that will be made available, over a fairly short period of time, from the removal of a bridge over the Piankatank River. This bridge removal will be done by the selected contractor in August and September, 2012.

It is the agency's wish that the subsequent deployments of these materials proceed as currently being planned by agency staff and the donor companies. Also, possible other sources of material may extend work.

For these projects to reach a successful conclusion, VMRC must ensure adequate project management and oversight is given for each component of the work that will take place in, on or above Virginia's tidal waters.

III. SCOPE OF WORK:

A. DESCRIPTION OF VMRC EQUIPMENT AVAILABLE FOR USE WHILE PERFORMING CONTRACTUAL TASKS:

1. AGENCY-OWNED TRUCK:

2009 Ford F250 Super-Cab Truck, Diesel powered V-8 Engine

Truck is equipped with:

- Automatic transmission
- 4X4 Electronic Shift On the Fly
- Tow package included
- 2 front mounted Tow Hooks
- Step bumper with trailer hitch

Fuel truck with diesel fuel only.

2. BOAT AND TRAILER:

2001 C-Hawk 25-Foot vessel with twin, bracket mounted, Mercury 150 hp Verado outboard engines

2009 25'Foot EZ Loader dual axle trailer

Vessel is equipped with:

- VHF marine radio
- Furuno Fathometer
- Garmin GPS Map 5212
- Ratheon Radar with 24' Dome
- Epirb Geofix Cat II (mounted in cabin)
- After-steering station
- Fenders and Site Marker Buoys with 20 pound weights

Fuel vessel with 89 octane mid-grade gasoline only.

B. LOCATIONS OF VMRC EQUIPMENT AVAILABLE FOR USE:

- VMRC Headquarters (Back parking lot)
2600 Washington Avenue, Newport News, VA 23607

- RiverPark Tower Parking Garage (3rd floor)
2601 West Avenue, Newport News, VA 23607
- Operations Station – Virginia Marine Police
30 Jefferson Avenue, Newport News, VA 23607
- VDOT-Pine Chapel Shop, 150 E Street, Hampton, VA 23661
Hours: 7:00 a.m. – 4:00 p.m.

For access to any of the VMRC provided equipment available for use, contact Mike Meier, Artificial Reef Program Manager - Office (757) 247-2263 or Cell (757) 508-2476 or designated staff member.

C. MAINTENANCE CHECKLIST OF VMRC EQUIPMENT AND ISSUES:

Contractor is required to perform each of these maintenance checks, listed below, on the VMRC provided equipment, to ensure all equipment is safe for use prior to each deployment.

Pre-use check of Truck

- Engine oil
- Lights
- Tire Pressure
- Fuel

Pre-use check of Vessel

- Lights
- Engine oil
- Steering fluid
- Fuel
- After-steering controls (once in water)

Pre-maintenance checks of Trailer

- Lights
- Brakes
- Tire Pressure

Report all issues with VMRC provided equipment to Mike Meier, Artificial Reef Program Manager - Office (757) 247-2263 or Cell (757) 508-2476 or designated staff member.

For emergency assistance boat issues while underway contact, Operations 24-hours Dispatch (757) 247-2265 or (757) 247-2266.

D. FUEL REIMBURSEMENT:

Any contractor using VMRC provided equipment will need to submit an invoice, with fuel receipts, for reimbursement of fuel costs for the week.

Certification of the fuel receipts will be made by Mike Meier, VMRC Artificial Reef Program Manager. Payment will be made within fifteen (15) days, from receipt of invoice, to include fuel receipts, and upon receipt of proper documentation by the VMRC main office.

E. DESCRIPTION OF VMRC REEF BUOYS AND TACKLE: Will be located at one of the VMRC locations listed above in III. B.

1. **BUOYS:**

4th class float collar can types, made of closed cell foam, encased in vinyl, with external galvanized steel counterweights and top mounted radar reflectors.

Buoys weigh approximately 200 pounds.

2. **TACKLE:**

75-feet of ½-inch, and 12-feet of 3/8-inch, steel chain; shackles; swivels; and two cast iron “Dor Mor” sinkers, weighing 70 and 135 pounds, respectively.

The combined weight of the tackle ranges from 193.5 pound to 238.5 pounds.

F. WORK HOURS, DAYS AND NOTICE:

Work hours will range from a minimum of 4 hours to a maximum of 16 hours depending upon task being performed. Material deployment tasks can last 8 to 16 hours per day. Reef buoy deployments and recovery tasks can last 4 to 12 hours per day. Reef material inspections tasks can last 4 to 8 hours per day.

A work day begins when the contractor either picks up the VMRC vehicle (when using agency owned equipment), launches contractor provided vessel, or arrives at material inspection work site. A work day ends when the contractor parks the VMRC vehicle at the end of the day (when using agency owned equipment), docks contractor provided vessel, or departs material inspection work site and will not perform any other contracted tasks for that day.

VMRC staff will provide as much advance notice as possible to boat operators and boat providers on an on-call/as-needed basis to provide support for the Artificial Reef Program Manager and VMRC Fisheries staff. For inclement weather restrictions, ref. III. K. Weather.

G. CHESAPEAKE BAY ARTIFICIAL REEF LOCATIONS AND COORDINATES: Provided in Attachment C and available online at <http://www.mrc.virginia.gov/vsrfd/reef.shtm>.

H. THIS SOLICITATION IS BEING PREPARED TO SECURE SERVICES TO PERFORM THE FOLLOWING TASKS ON AN AS-NEEDED/ON-CALL BASIS:

1. BOAT OPERATOR USING VMRC EQUIPMENT – (TASKS):

a. PREPARATION OF TRUCK AND BOAT FOR ON-WATER USE:

- (1) Pick up truck from a designated VMRC location. If notified by Reef Program Manager, or VMRC staff, contact VMRC staff member assigned to assist with deployment duties for the day.
- (2) Perform pre-maintenance check of truck fluids and lights as prescribed by vehicle maintenance checklist and guidelines, as described in III. C.
- (3) Pick up trailer and C-Hawk from a designated VMRC location, as described in III. B
- (4) Perform pre-maintenance check of trailer and lights as prescribed by trailer maintenance checklist and guidelines, as described in III. C.
- (5) Perform pre-maintenance check of vessel fluids and lights as prescribed by vessel maintenance checklist and guidelines, as described in III. C.
- (6) Tow trailer and vessel to designated public boat access launch site.
- (7) Launch vessel by prescribed time designated by VMRC staff and conduct operations, as described below in III. H., 1, c-f.

b. STORAGE OF TRUCK AND BOAT AFTER ON-WATER USE:

- (1) Return vessel to launch site and trailer vessel.
- (2) Fill truck with diesel fuel and vessel with 89-octane gasoline. Operator is responsible for refueling, and will be reimbursed for fuel expenditures as described above in III. D.
- (3) Return to designated VMRC location, as described in III. B.
- (4) Flush each of the vessel's engines with fresh water for a minimum of ten minutes each. Rinse off boat and trailer with fresh water.
- (5) Turn both power switches on the transom of the vessel to the "OFF" position and secure the cabin door.
- (6) Park trailer and chock trailer wheels.
- (7) Return truck to original VMRC location, as described in III. B.

c. MONITORING DEPLOYMENT OF REEF MATERIALS:

- (1) Transit to reef location designated by VMRC staff.
- (2) Place site marker buoys on coordinates designated by VMRC staff to mark reef deployment location.

- (3) Utilizing fathometer, transit over reef deployment location to verify the absence of pre-existing obstructions or any differences in bottom clearance to those provided by VMRC staff.
- (4) As needed, ferry VMRC staff member(s) to and from contractor barge for consultation and monitoring of operations.
- (5) Notify reef material deployment contractor that reef deployment location is ready for positioning the load barge.
- (6) Notify reef material deployment contractor that deployment barge position is correct or not correct. If not correct, notify contractor of need for repositioning. Continue to monitor offloading vessels throughout reef material deployment to ensure contractor in correct position.
- (7) Monitor placement of individual pieces of reef material, location of deployment barge and any additional equipment, making sure marker buoys are not displaced. Redeploy marker buoys if necessary.
- (8) During reef material deployment, notify deployment contractor of need to check clearance over deployed materials. Once contractor pauses operation, utilize fathometer, transit over reef deployment locations and verify clearance depths. If an area has reached minimum clearance requirement, mark the site on GPS Map and notify contractor to not deploy any more material near that location. Minimum clearance depth guidelines will be provided by Reef Program Manager or VMRC staff. This procedure continues until all material is deployed.
- (9) Upon completion of deployment, notify deployment crew that they may depart the area. At operator's discretion, depending upon time of day, sea, and weather conditions, additional fathometer passes over area of deployed material may be conducted to note individual coordinates of newly deployed material and clearance depths within the area.
- (10) Return to launch site.

Deployments will be conducted during daylight hours and not without Reef Program personnel; or designated representative(s) present.

d. RECOVERY OF REEF BUOY:

- (1) Transit to reef buoy location designated by VMRC staff.
- (2) Assist VMRC staff in tethering buoy to vessel, detaching buoy anchor tackle, and securing buoy on vessel or rigging for towing. Buoys and Tackle are described above in III. E. 1 and 2.
- (3) Return to launch site.
- (4) Return to designated VMRC location and assist VMRC staff in removing buoy from vessel and storing.

e. DEPLOYMENT OF REEF BUOY:

- (1) Assist VMRC staff in loading and securing buoy and tackle onto vessel at designated VMRC location.
- (2) Assemble buoy and tackle as specified by VMRC staff member.
- (3) Launch vessel as prescribed in III. H. 1, a.
- (4) Transit to designated reef marker buoy deployment location.
- (5) Deploy site marker buoy (small float used as target for placing larger buoy).
- (6) Deploy reef marker buoy at target marker location as directed by VMRC staff member.
- (7) Recover target marker buoy.
- (8) Return to launch site.

f. SCUBA DIVING OPERATIONS:

- (1) Assist divers with donning dive gear, entering water and boarding vessel.
- (2) Deploy dive flag and serve as look-out for any vessel traffic that may impede, or endanger, diving operations.
- (3) Return to launch site.

2. BOAT PROVIDER AND OPERATOR USING OWN EQUIPMENT – (TASKS):

a. PROVIDES OWN TRUCK AND VESSEL FOR OPERATIONS:

- (1) Provide own vessel and operator capable of safely navigating and transiting Chesapeake Bay waters and handling recovery and deployment of Reef Marker Buoys.
- (2) Vessel should be equipped with VHF radio, plotting GPS, fathometer, and radar.
- (3) Vessel should be capable of and fendering for transferring personnel to other vessels, such as pulling up alongside steel barges.
- (4) Vessel should be capable of recovering and deploying reef buoy and tackle, to include securing on deck for transit to dock.
- (5) Vessel should be capable of supporting SCUBA diving operations.
- (6) Truck should be capable of transporting reef buoy, or site marker buoys, between vessel and designated VMRC location.
- (7) Any required vessel and equipment certifications must be up-to-date.

b. MONITORING DEPLOYMENT OF REEF MATERIALS:

Follow same steps above in III. H. 1. c. Monitoring Deployment of Reef Materials, (1) through (10).

c. **RECOVERY OF REEF BUOY:**

Follow same steps above in III. H. 1. d. Recovery of Reef Buoy, (1) through (4).

d. **DEPLOYMENT OF REEF BUOY:**

- (1) Pick up reef marker buoy and tackle at designated VMRC location, transport and secure onto operator's vessel.
- (2) Assemble buoy and tackle as specified by VMRC staff member.
- (3) Launch your vessel.
- (4) Follow same steps above in III. H. 1. e. Deployment of Reef Buoy, (4) through (7).
- (5) Return site marker buoy to designated VMRC location.

e. **SCUBA DIVING OPERATIONS:**

Follow same steps above in III. H. 1. f. Scuba Diving Operations, (1) through (3).

3. **REEF MATERIAL INSPECTION – (TASKS):**

A. **INSPECTION TASKS:**

- (1) Provide own transportation and drive to designated reef material deployment contractor work site designated by VMRC staff.
- (2) Inspect all materials to be deployed to a reef site.
 - (i) Materials often consist of broken concrete from the demolition of piers and bridges or designed structures, such as pre-fabricated Reef Balls.
 - (ii) Materials are to be inspected for the presence of petrochemicals, coatings, paints, heavy metals, asbestos and any other unknown substance that is not concrete or rebar. In the event that additional materials or coatings are present, the Reef Program Manager, Mike Meier is to be contacted immediately for consultation - Office (757) 247-2263 or Cell (757)508-2476.
 - (iii) Designed structures are to be further inspected for fabrication flaws (e.g. cracks or improper welds) that do not conform to a specific dimension to be specified by the Reef Program Manager or VMRC staff. Copies of all fabrication instructions and specifications, per the purchase order between the agency and structure contractor will be provided. Concrete structures must be sufficiently strong and intact so as to not break during handling.
 - (iv) Rebar on concrete and structures should not protrude from structure, and should not extend further than 1-inch from the reef material.
 - (v) As material is loaded onto barge, inspection for the presence of foreign objects/materials, such as plastics, rope, cable, glass,

containers, cordage, or construction dirt are to be noted and removed. Notify the Reef Program Manager for additional guidance or questions about foreign objects.

I. TRAINING:

For tasks described in the Subsections above the Reef Program Manager, or VMRC staff, will be present to train all individuals attempting these tasks for the first time.

J. DEPLOYMENT LOCATIONS FOR THE TWO UPCOMING DONATIONS:

Material Deployments and Buoy relocations may occur at any of the Agency artificial reef sites, but are expected primarily to occur at the following three sites:

Gwynn Island Artificial Reef, located 1.35 Nautical Miles East of the “hole in the Wall”, centered at 37- 28.878 North & 76-14.268 West.

Back River Artificial Reef, located 3 Nautical Miles East of Plum Tree Point between the mouths of Back River & Poquoson River.

Bluefish Rock Artificial Reef, located 4.5 Nautical Miles East of Buckroe Beach & the entrance to the Salt Ponds, centered at 37-03.079 North & 76-11.262 West.

See Attachment “C” – Locations of Virginia’s Chesapeake Bay Artificial Reefs.

K. WEATHER RESTRICTIONS:

Weather, especially sea conditions, is a critical factor in assuring safe and effective deployment of reef materials. For this reason, deployment operations will only be initiated when the sea conditions in the operations area are no greater than 2.0 feet in height, as forecasted by the NOAA regional weather office in Wakefield, Virginia, unless other is agreed upon by Reef Program personnel and the reef material contractor. The final decision to proceed will be with the reef material contractor; however, **THE ARTIFICIAL REEF PROGRAM RESERVES THE RIGHT TO SUSPEND OFF-LOADING OPERATIONS IF POSITIONING AND OTHER DEPLOYMENT CRITERIA ARE NOT BEING MET, AND/OR WEATHER CONDITIONS ARE JUDGED TO BE HAZARDOUS TO DEPLOYMENT OPERATIONS.**

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (4) copies of each proposal must be submitted to the issuing agency. 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 should 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 the RFP. Emphasis should be placed 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 or contained in a single volume where practical. All documentation submitted with the proposal should be contained 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 proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

- 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 agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency 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 PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the Marine Resources Commission may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

- 1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:
 - a. Provide names of operator and assisting personnel, to include valid U.S. Coast Guard licenses (e.g. 'six-pack'), proof of completion of Virginia Boater Safety Education (when applicable), current CPR certification.
 - b. Provide U.S. Coast Guard vessel documentation, or Virginia state vessel identification, and detailed description of vessel, to include year, make, hull type, length, power, cabin or console type, vessel electronics (e.g. VHF radio, make and model of GPS plotter, fathometer, and radar), vessel gear (e.g. boarding ladder, fenders, on-board toilet), vessel safety gear, age of vessel electronics and gear, and location of vessel. Any required inspections and/or certifications.
 - c. Provide resume of operator and assisting personnel, to include experience operating vessels equal to or greater than 25-feet in length, working in Virginia Chesapeake Bay waters year-round, working with marine construction contractors, and working with diving operations. Resume should include a minimum of three marine industry references.
4. Specific plans for providing the proposed goods/services including:
 - a. Describe all operator provided equipment to be used to perform the scope of work if VMRC truck, trailer, and vessel are not available for use.
 - b. Provide your availability and flexibility, and the availability of operator provided equipment, to provide goods/services through 2014, to include minimum time for notification to assist with reef program operations. For example, notification for reef material deployments could be as minimal as 12-hours prior to need to launch vessel.
5. Proposed Price. Indicate in the pricing schedule, Section XI of the RFP, if provided.
6. Small Business Subcontracting Plan – Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. Complete Annex 7-G.
7. State Corporation Commission Form: Complete Annex 7-I, SCC Form.

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

| A. <u>Evaluation Criteria</u> | <u>Percentage Value</u> |
|--|--------------------------------|
| Required documentation of licenses and experience working with vessels equal to or greater than 25-feet in length, working in the Virginia Chesapeake Bay waters year-round, working with marine construction contractors, and working with diving operations. | 20% |
| Ability to provide a vessel with proper documentation, necessary electronics and gear, and adequate safety gear, to complete all defined tasks. | 30% |
| Availability of operator and operator provided equipment to assist with reef program operations on short notice. | 15% |
| Price | 15% |
| Small Business Subcontracting Plan | 20% |

B. PRICE FORMULA: Example provided below.

| PRICING ITEMS | Personnel Price Per Hour | Equipment Price Per Hour |
|--|-------------------------------------|---|
| Performing Tasks using VMRC owned equipment | | NA |
| Performing Tasks using contractor provided equipment | | |
| Performing Material Inspection Tasks | | |

| PRICE SCORING | Personnel Price Per Hour | Equipment Price Per Hour | POINTS AVAILABLE | PRICE SCORE |
|---|---|---|------------------------------|------------------------|
| Performing Tasks using VMRC owned equipment (Price/Hour) | \$15 | NA | 0-5 | 3 |
| Performing Tasks using contractor provided equipment (Price/Hour) | \$30 | \$100 | 0-10 | 8 |
| Performing Material Inspection Tasks (Price/Hour) | \$15 | \$30 | 0-5 | 3 |
| | | | FINAL PRICE SCORE | 14 |

NA=Not Applicable

C. AWARD TO MULTIPLE OFFERORS: 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 reserves the right to make multiple awards as a result of this solicitation. 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.

VI. REPORTING AND DELIVERY INSTRUCTIONS: Omitted.

VII. PREPROPOSAL CONFERENCE:

A mandatory pre-proposal conference will be at 10:00 a.m. on Sept. 18, 2012 at the 4th Floor Library, Marine Resources Commission, 2600 Washington Avenue, Newport News, VA 23607. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal.

Proposals will only be accepted from those offerors who are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:15 A.M.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

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 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 and any litigation with respect thereto shall be brought in the 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 these requirements.

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 submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 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 the date of offset 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 researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall

promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. 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. A contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. 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 scope of the contract. 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. 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.

R. 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. 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.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Watercraft policy with a combined single limit of \$2,000,000 for protection and indemnity coverage.

S. 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) for a minimum of 10 days.

T. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drugfree 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.

U. **NONDISCRIMINATION OF CONTRACTORS:** A 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, faithbased organizational status, any other basis prohibited by state law relating to discrimination in employment or because the 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.

V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal 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 eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

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

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - 1. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - 2. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

W. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

X. PROPOSAL PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

Y. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock 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:

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Marine Resources Commission will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Marine Resources Commission has purchased or uses any of its products or services, and the contractor shall not include Marine Resources Commission in any client list in advertising and promotional materials.
2. **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.
3. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
4. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 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.
5. **PROPOSAL PRICES:** Proposal shall be in the form of a firm unit price for each item during the contract period.
6. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole,

without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 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.

7. **COMPLETION OF ATTACHMENTS A AND B, ANNEX 7-G AND ANNEX 7-I:** Attachment A – Contractor data sheet, and if applicable Attachment B – One page for each subcontractor to be utilized. Annex 7-G and Annex 7-I must be completed in full and returned with the proposal package.

8. **APPLICABLE U.S. COAST GUARD LICENSES AND REGULATIONS:** Operators of all vessels used for deployment shall have obtained and 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.

9. **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.

10. **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: _____ | <u>Sept. 28, 2012</u> | <u>2:00 p.m.</u> |
| Name of Offeror | Due Date | Time |

| | |
|----------------------|----------------------|
| _____ | <u>RFP # AR13-01</u> |
| Street or Box Number | RFP No. |

Boat Operators, including Boat providers to conduct Buoy recoveries and deployments, Material Inspections of Concrete Structures, Monitoring Deployments, Assist divers and provide Transportation to and from various Chesapeake Bay Artificial Reef Sites

| | |
|-----------------------|-----------|
| _____ | 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.

11. **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.

12. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

13. **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.

14. **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.

15. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

16. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:

The solicitation/contract will result in one purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes. The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. 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. Contractors should email Catalog or Index Page information to eVA-catalogmanager@dgs.virginia.gov.

17. STATE CORPORATION COMMISSION IDENTIFICATION

NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a or 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 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.

X. METHOD OF PAYMENT AND REPORTING REQUIREMENTS:

The contractor will be paid upon satisfactory completion of work upon submission of invoices for portion of work completed; certification of work completed to be made by Mike Meier, VMRC Artificial Reef Program Manager. All copies of the invoices and fuel receipts 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 within Fifteen (15) days from receipt of invoice to include fuel receipts and upon receipt of proper documentation by the VMRC main office. *Note: Fuel reimbursement is only for contractors using VMRC provided equipment. Contractors using own equipment should figure gasoline costs into their equipment rate.

XI. PRICING SCHEDULE:

The offeror agrees to perform the services in compliance with Section III, Scope of Work, and terms and conditions for this Request for Proposal at the price(s) listed below.

1. Boat Operator performing tasks using VMRC provided equipment

\$ _____ Hourly Rate

2. Boat Provider and Boat Operator performing tasks using own equipment

\$ _____ Hourly Rate

\$ _____ Hourly Equipment Rate (include gasoline)

3. Performing Material Inspection Tasks

\$ _____ Hourly Rate

XII. INSURANCE: Contractor shall provide proof of all insurance coverage's as listed in General Terms and Conditions, Section VIII, R. prior to commencement of contract work.

XIII. 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.

**ATTACHMENT A TO RFP #AR13-01
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 services 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 & PHONE No.</u> |
|---------------|----------------|------------------------|--------------------------------|
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**ATTACHMENT B TO RFP #AR13-01
SUBCONTRACTOR DATA SHEET
TO BE COMPLETED BY OFFEROR**

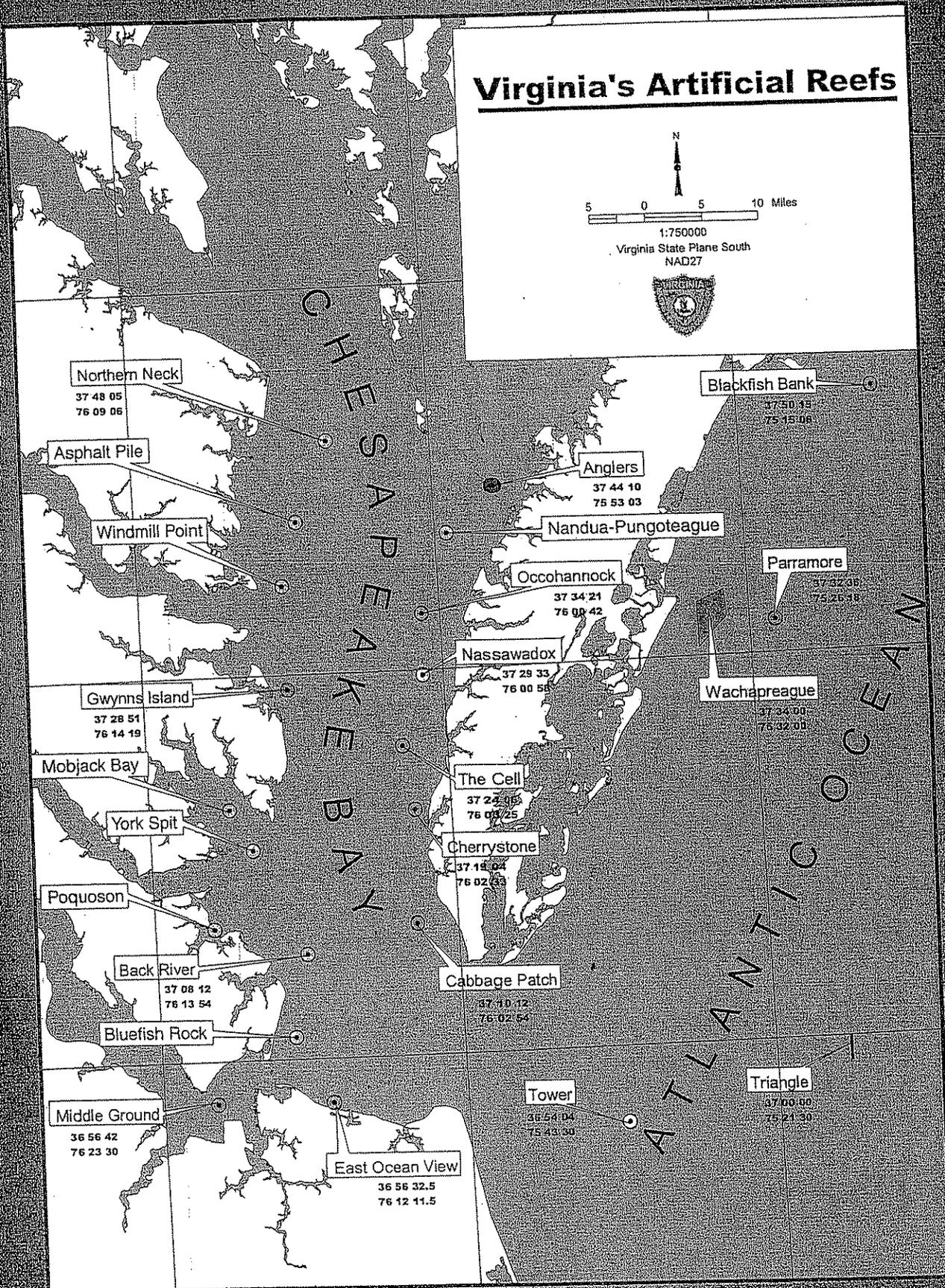
1. **QUALIFICATIONS OF OFFEROR:** Subcontractor must have the capability and capacity in all respects to fully satisfy all the contractual agreements.

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 services 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 & PHONE No.</u> |
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Attachment C - continued

LOCATIONS OF VIRGINIA'S CHESAPEAKE BAY ARTIFICIAL REEFS

Locations are given in Lat. / Lon. coordinates and noted as either being corner locations or center-points.

Anglers Reef – SE Corner 37-43.7' N, 75-52.9' W; SW Corner 73-43.8' N, 75-53.550' W

NW Corner 37-44.6' N, 75-53.15' W; NE Corner 37-44.5N', 75-52.55' W

Asphalt Pile Reef – SE Corner 37-44.383' N, 76-13.217' W; SW Corner 37-44.383' N, 76-13.417' W

NW Corner 37-45.175' N, 76-13.417' W; NE Corner 37-45.175' N, 76-13.217' W

Back River Reef – Centered at 37-08.200' N, 76-13.900' W, within a radius of 2,000 ft. around that point.

Bluefish Rock Reef – SE Corner 37-02.700' N, 76-10.800' W; SW Corner 37-02.700' N, 76-11.725' W

NW Corner 37-03.428' N, 76-11.725' W; NE Corner 37-03.428' N, 76-10.800' W

Cabbage Patch Reef – SE Corner 37-09.900' N, 76-02.500' W; SW Corner 37-09.900' N, 76-03.450' W

NW Corner 37-10.600' N, 76-03.450' W; NE Corner 37-10.600' N, 76-02.500' W

Cell Reef – SE Corner 37-23.800' N, 76-03.000' W; SW Corner 37-23.800' N, 76-03.800' W

NW Corner 37-24.400' N, 76-03.800' W; NE Corner 37-24.400' N, 76-03.0000' W

Cherrystone Reef – SE Corner 37-18.700' N, 76-02.100' W; SW Corner 37-18.700' N, 76-02.900' W

NW Corner 37-19.400' N, 76-02.900' W; NE Corner 37 19.400' N, 76-02.100' W

East Ocean View Reef – Centered at 36-56.542' N, 76-12.191' W, within a radius of 750 ft. around that point.

Gwynn Island Reef – SE Corner 37-28.500' N, 76-13.900' W; SW Corner 37-28.500' N, 76-14.700' W
NW Corner 37-29.200' N, 76-14.700' W; NE Corner 37-29.200' N, 76-13.900' W

Middle Ground Reef – Centered at Middle Ground Light at 36-56.700' N, 76-23.500' W, within a radius of 1,000 ft. around that point.

Mobjack Bay Reef – SE Corner 37-17.500' N, 76-19.050' W; SW Corner 37-17.325' N, 76-19.300' W
NW Corner 37-18.300' N, 76-20.300' W; NE Corner 37-18.450' N, 76-20.075' W

Nandua-Pungoteague Reef – SE Corner 37-39.800' N, 75-57.600' W; SW Corner 37-39.800' N,
75- 58.500' W
NW Corner 37-40.500' N, 75-58.500' W; NE Corner 37-40.500' N, 75-57.600' W

Nassawadox Reef – SE Corner 37-29.200' N, 76-00.500' W; SW Corner 37-29.200' N, 76-01.400' W
NW Corner 37-29.900' N, 76-01.400' W; NE Corner 37-29.900' N, 76-00.500' W

Northern Neck Reef - SE Corner 37-47.650' N, 76-09.000' W; SW Corner 37-47.700' N, 76-09.600' W
NW Corner 37-48.530' N, 76-09.228' W: NE Corner 37-48.500' N, 76-09.200' W

Occohannock Reef – SE Corner 37-34.033' N, 76-00.300' W; SW Corner 37-34.167' N, 76-01.350' W
NW Corner 37-34.667' N, 70-01.083' W; NE Corner 37-34.517' N, 76-00.083' W

Poquoson Reef – SE Corner 37-12.766' N, 76-20.383' W; SW Corner 37-13.016' N, 76-20.733' W
NW Corner 37-13.383' N, 76-20.383' W; NE Corner 73-13.133' N, 76-20.00' W

Windmill Point Reef – SE Corner 37-36.917' N, 76-13.078' W SW Corner 37-36.917' N, 76-14.583' W
NW Corner 37-37.617' N, 76-14.583' W; NE Corner 37-37.617' N, 76-13.078' W

York Spit Reef – SE Corner 37-14.050' N, 76-13.300' W; SW Corner 37-14.050' N, 76-14.200' W
NW Corner 37-14.750' N, 76-14.200' W; NE Corner 37-14.750' N, 76-13.300' W

Annex 7-G

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.org (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-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 DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE 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 Minority Business Enterprise (DMBE), are you certified as a (check only one below):

- _____ Small Business
- _____ Small and Women-owned Business
- _____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

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

| Small Business Name & Address DMBE Certificate # | Status if Small Business is also: Women (W), Minority (M) | 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 |
|---|---|-----------------------------------|-------------------------------|---|--|
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| Totals \$ | | | | | |

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):