REQUEST FOR PROPOSAL

ISSUE DATE: **July 20, 2026** **RFP# AR27-01**

TITLE: Loading, Transporting and Deploying Reinforced Concrete Pipe and concrete structures pieces at the York Spit Reef Site.

COMMODITY CODE: 95984

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

WORK LOCATION: **417 Octavia Drive Tabb VA ,23693**, deployment site in the Chesapeake Bay- York Spit Reef site.

PERIOD OF CONTRACT: From date of award to December 31st 2026.

SEALED PROPOSALS WILL BE RECEIVED UNTIL AUGUST 3, 2026 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:
Hunter Smith
Telephone (757) 755-0024
James.Smith@mrc.virginia.gov

PREFERRED METHOD FOR PROPOSAL SUBMISSION - Offerors are responsible for ensuring that their proposal and mandatory attachments are received prior to the proposal deadline, **electronically within the eVA system** and to contact eVA Customer Care for any assistance in the submission of their proposal. Offerors can visit https://eva.virginia.gov/get-help-customer-care.html for additional resources and assistance.

If you are unable to submit your proposal electronically you may:

SEND PROPOSALS DIRECTLY TO OR HAND DELIVER TO:

Brandy L. Battle
Marine Resources Commission
380 Fenwick Road
Fort Monroe, VA 23651
(757) 247-2260
Brandy.Battle@mrc.virginia.govBrandy.Battle@mrc.virginia.gov

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 THE SERVICES DESCRIBED AT THE PRICE INDICATED IN SECTION XI., PRICING SCHEDULE 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.

Name And Address of Firm:

_____Date:_____

_____By:_____
(Signature In Ink)

_____ Zip Code:_____ Name: _____
(Please Print)

Title: _____

Telephone Number: (___)_____ Fax Number: (___) _____

eVA Vendor ID or DUNS #: _____

E-mail Address: _____

REQUIREMENTS

RETURN ENTIRE CONTRACT PROPOSAL TO VMRC. SIGN CERTIFICATION ABOVE.

COMPLETE SECTION XI, PRICING SCHEDULE ON PAGE 27, ATTACHMENT A, B, ANNEX 7-G AND ANNEX 7-I. SUPPLY ALL OTHER INFORMATION REQUESTED IN SECTION IV, PROPOSAL PREPARATION AND SUBMISSION.

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.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made.

TABLE OF CONTENTS FOR RFP#AR27-01

		PAGE
I.	PURPOSE	4
II.	BACKGROUND	4
III.	SCOPE OF WORK/STATEMENT OF NEEDS	4-7
IV.	PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS	7-9
V.	EVALUATION AND AWARD CRITERIA	9-10
VI.	REPORTING AND DELIVERY INSTRUCTIONS	10
VII.	PREPROPOSAL CONFERENCE	Omitted
VIII.	GENERAL TERMS AND CONDITIONS	10-22
IX.	SPECIAL TERMS AND CONDITIONS	22-27
X.	METHOD OF PAYMENT	27
XI.	PRICING SCHEDULE	27
XII.	INSURANCE	27
XIII.	CONTRACT EXTENSION	28
XIV.	ATTACHMENTS	29-34

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation to carry out the deployment of 92 pieces of reinforced concrete pipe and concrete structures at York Spit Reef site.

II. BACKGROUND INFORMATION:

The Artificial Reef Program's mission is to develop habitat for finfish in Virginia's Chesapeake Bay and coastal waters. This is accomplished by placing various types of structure on specifically permitted areas on the bottom of Bay and ocean environments. These materials may consist of specially designed habitat providing structures or various materials of opportunity such as steel hulled vessels and concrete materials. All structures used must be environmentally acceptable and approved for use under state and federal permits held by the Program. After placement in the marine environment, these items become artificial reefs, which attract finfish by providing areas for orientation, forage and protective cover from predators.

III. SCOPE OF WORK/STATEMENT OF NEEDS:

a. **DESCRIPTION:** The project includes deployment of approximately 92 pieces of concrete pipe and concrete structures to a marked location at the York Spit Reef (located approximately one-half nautical mile south of New Point Comfort Shoal). There is a 15ft minimum water clearance at this site at mean low water. Prior to the deployment day, the specific deployment site within the reef will be identified for acceptable deployment location based on water depth and existing material location. The contractor will be responsible for loading, transporting and deploying reef structures to the marked site. All materials are to be available for inspection prior to and during loading (by VMRC staff). Structures not deemed suitable by the VMRC staff will not be deployed and must be taken back to the loading point by the contractor. A single-day deployment is preferred.

b. **DESCRIPTION OF MATERIALS:** The VMRC artificial reef program alongside Harrison Lear Company has approximately 92 pieces of reinforced concrete that will be deployed. This material was originally cast as stormwater pipe and is a mixture of 8ft pieces ranging from 18 inches to 36 inches in diameter.

c. **LOADING OF MATERIALS**: The contractor will provide all suitable barges, handling and loading equipment and will handle and load the materials for transport from Harrison Lear Company jobsite which is located

at 417 Octavia Drive, Tabb VA, 23693 to the loading area. A representative or representatives from the Artificial Reef Program/Fisheries Management Division will periodically inspect loading progress. The contractor will have to ensure the barge is accessible to Reef Program/Fisheries Management Division personnel during loading. The contractor will need to disclose the location of where they are loading their barge.

d. **CHESAPEAKE BAY DEPLOYMENT OF MATERIALS:** The previously described materials will be deployed, to the York Spit reef location. The York Spit Reef is located approximately one-half nautical mile south of New Point Comfort Shoal. The reef site ranges in depths of 20 to 30ft. The minimum authorized clearance is 14ft.

York Spit Reef

Located at 37 14.40N, 76 14.75W, with a required minimum clearance of 15 Ft @ MLW.

Decimal Degrees: -76.229238, 37.2399750

Operations associated with deployment of reef materials include:

Proper loading of the materials on a seaworthy barge of suitable design for transport of the described materials; transport of the materials to the permitted reef site; positioning the barge so that materials are off-loaded in the precise location indicated by Artificial Reef Program/Fisheries Management Division personnel (who will meet the barge and tug on location and place a marker buoy or buoys as necessary) and safely off-load the materials with the proper clearance.

In reference to these operations, the following conditions must be observed:

1) Materials loaded onto the contractor's barge(s) must be properly loaded and secured to allow for their safe transport on Chesapeake Bay.

2) The tug towing the loaded barge should be sufficiently powered and otherwise equipped for towing.

3) The tug should also be sufficiently powered and maneuverable for effective position and station keeping during all phases of the off-loading process.

4) The tug should be equipped with a working, accurate GPS receiver and other marine electronics, including an operational VHF radio.

5) Any machinery used to off-load materials should be appropriate to the task at hand, sufficiently powered and maneuverable and capably operated to

ensure efficient, accurate and safe off-loading of materials.

6) Consistent communications are required during the operation between the tug, barge and Artificial Reef Program/Fisheries Management Division personnel on site.

7) The contractor must ensure that all appropriate insurance coverage needed for this work is current.

8) Coast Guard authorized minimum clearances will be observed during deployment operations. The Reef Program will have a vessel on site to support off-loading operations by marking the deployment location(s) and periodically verifying clearances. In order to check the profile of materials as placed, the Reef Program vessel will radio the deployment crew, notify them to halt operations, and conduct sweeps over the area of placement. Once clearances are verified, the deployment crew will be notified to resume operations. In the event of a clearance infraction, the deployment crew will be required to take the necessary action(s) to remedy the situation.

9) Deployments will be conducted during daylight hours and not without Reef Program personnel present.

10) The Artificial Reef Program reserves the right to halt or cancel operations if on-site personnel consider weather conditions hazardous.

11) The Commonwealth will not take title to the referenced material.

12) The Commonwealth will not be responsible for the cost of transportation or deployment of the referenced material other than positioning and monitoring support during deployment operations.

13) The Commonwealth will not accept liability for any actions resulting from placement of the referenced material.

14) In the event of any infraction of any of these reef terms, the deployment crew will be required to take the necessary action(s) to remedy the infraction.

The contractor should attempt to provide Artificial Reef Program/Fisheries Management Division personnel with 48 hours notice prior to the intended deployment of any materials and 24 hours notice of cancellation of any scheduled deployment. Artificial Reef Program/Fisheries Management Division personnel will coordinate with the contractor regarding schedules, planned operations and specific deployment locations. Deployments must meet the scheduling requirements of the

Artificial Reef Program Personnel, and the Artificial Reef Program reserves the right to cancel or reschedule a deployment for any reason.

Deployments are to be conducted weekdays (Monday through Friday), between sunrise and sunset. A reef program vessel will be on site to monitor the deployment operation. The vessel will be equipped with an operating fathometer to ensure appropriate clearance is being maintained. The reef program vessel will periodically halt deployment operations, as well as at the request of the contractor, to make transect runs over the immediate placement location to verify clearance. **No deployments will be conducted unless Artificial Reef Program/Fisheries Management Division personnel are present.** Infractions of clearance will be remediated by the contractor at the time of discovery, on-site. **In the event that equipment or other failures preclude immediate remediation of a clearance infraction, the contractor shall station a vessel to remain on location until such infraction is corrected.**

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 no greater than 1.5 to 2.0 feet in height, and wind speeds are no higher than 10 knots, as forecasted by the NOAA weather office in Wakefield, Virginia, unless other is agreed upon by Artificial Reef Program/Fisheries Management Division personnel and the contractor. The final decision to proceed will be with the contractor; however, **THE ARTIFICIAL REEF PROGRAM/FISHERIES MANAGEMENT DIVISION RESERVES THE RIGHT TO SUSPEND OFF-LOADING OPERATIONS IF POSITIONING AND OTHER DEPLOYMENT CRITERIA ARE NOT BEING MET.**

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.

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.

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 Requirements

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

a. The return of this complete proposal 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. Proposal submission details are listed in IV. Proposal Preparation and Submission Requirements, B. Submission.

d. 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.

e. State Corporation Commission Form: Required of all offerors pursuant to Title 13.1 or Title 50. Complete Annex 7-I, SCC Form.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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:

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. Specific plans for providing the proposed services including:

   a. Contractor's Project Completion Capabilities, approach to completing the project, equipment – size, condition and type.

   b. Contractor's experience, experience with similar marine construction projects, experience of staff.

   c. Describe how many barge loads you estimate this to take to complete this deployment. Also, disclose the location of where you will load your barge.

4. Completion of information required in Section XI, Pricing Schedule. Price to include loading, transporting and deploying all reef structures to the marked York Spit Reef site and firm completion date for entire scope of work.

5. 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. This is a requirement for all prime contracts in excess of $100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. Complete Annex 7-G. Describe all subcontracting arrangements.

6. State Corporation Commission Form: Required of all offerors pursuant to Title 13.1 or Title 50. Complete Annex 7-I, SCC Form.

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

A. Evaluation Criteria	**PERCENTAGE VALUE**
1. Contractor's Project Completion Capabilities Approach to completing the project Equipment – Size, Condition, Type	20%
2. Contractor's Experience Experience with similar marine construction projects Experience of Staff.	10%
3. Total delivered price for transporting and deploying 131 Concrete pipes and 39 concrete structures pieces to York Spit reef per pricing as described on page 24	20%

4. Total firm completion date of entire project, time parameters 30%

5. Small Business Subcontracting Plan 20%

TOTAL 100%

B. AWARD OF CONTRACT: Selection shall be made of two or more DSBSD-certified micro business 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, provided that the price proposal is up to and including $10,000. 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 DSBSD-certified micro business offeror is fully qualified, or that one such offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Any award to a DSBSD-certified micro business offeror pursuant to the above process may be made only if the price as negotiated remains under $10,000. 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. If the agency in its sole discretion determines that the above criteria for limiting the negotiation to micro businesses are not present, the agency shall follow the same process as specified above, but restricting the negotiation instead to DSBSD-certified small business offerors, provided that the price proposal is not more than $100,000. If the agency determines that the above criteria for limiting the negotiation to small businesses are not present, the agency shall follow the same process as specified above, but without restricting the negotiation to small or micro business offerors.

VI. REPORTING AND DELIVERY INSTRUCTIONS: 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 small businesses. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. 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, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

VII. PREPROPOSAL CONFERENCE: Omitted.

VIII. GENERAL TERMS AND CONDITIONS, GOODS AND NONPROFESSIONAL SERVICES:

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 process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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 "I Sell To Virginia".

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 price quote, 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 faithbased 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 sexual orientation, gender identity, 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, sexual orientation, gender identity, national origin, age, disability, veteran status, status as military family, 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. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

e. 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.

f. 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:** Applicable for all contracts over $10,000: 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:**

1. (For Request For Proposals): 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 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 may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for 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. **INSURANCE:** By signing and submitting a price quote, 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 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 shall be added as an additional insured to the policy by an endorsement.

4. Automobile Liability - $1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the

contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

5. Watercraft policy with a combined single limit of $1,000,000 for protection and indemnity coverage.

R. **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 in eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** Applicable for all contracts over $10,000:

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.

T. **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, sexual orientation, gender identity, 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.

U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** 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 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 result 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.

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.

V. **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.

W. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

X. **BID 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.

Z. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

AA. FORCED OR INDENTURED CHILD LABOR: Applicable in all solicitations and contracts over $10,000:

During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds $10,000 and shall be binding upon each subcontractor or vendor

.

For the purposes of this section, *" forced or indentured child labor"* means all work or service exacted from any person younger that 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

IX. SPECIAL TERMS AND CONDITIONS ADVERTISING:

1. **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.

2. **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.

3. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 60 days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

4. **PROPOSAL PRICES**: Proposal shall be in the form of a firm unit price for completion of total job.

5. **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 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.

6. **COMPLETION OF ATTACHMENTS A AND B, ANNEX-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.

7. **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.

8. **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.

9. **IDENTIFICATION OF PROPOSAL ENVELOPE:** This only applies if you are not submitting your proposal electronically in eVA which is the preferred method. 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: _____	August 3, 2026	2:00 p.m.
Name of Offeror	Due Date	Time
_____	RFP #AR27-01	

Street or Box Number RFP No.

Loading, Transporting and Deploying Reinforced Concrete Pipe and concrete structures pieces at the York Spit Reef Site

City, State, Zip Code RFP Title

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.

10. 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.

11. 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.

12. 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 bidders/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 bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/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 monthly 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 monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

2. In addition each prime contractor who wins an award greater than $200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

13. 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.

14. **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.

15. **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.

16. **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 debarement 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.

17. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena

or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

X. METHOD OF PAYMENT AND REPORTING REQUIREMENTS: The contractor will be paid on the basis of invoices submitted after satisfactory completion of the total job. 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. The Contractor shall submit, with it's invoice for final payment, a report on all contract work subcontracted to minority and/or women-owned businesses, in accordance with Section IX, Number 14.

XI. PRICING SCHEDULE: The offeror agrees to load, transport and deploy these reef structures to the marked York Spit Reef site in compliance with Section III, Scope of Work, and the terms and conditions for this Request for Proposal at the price listed below.

Reef Site(s)	**Total Price to load, transport and deployed reef structures to marked York Spit Reef Site**
York Spit Reef Site	$_____Total price

DELIVERY: The agency expects transporting and complete deployment by no later than Dec. 31, 2026.

Please indicate your completion date and time

_____

THE COMPLETION DATE MAY BE A FACTOR IN MAKING THE AWARD

XII. **INSURANCE:** Contractor shall provide proof of all insurance coverage's as listed in General Terms and Conditions, Section VIII 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 #AR27-01
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.

CLIENT	ADDRESS	DATE OF SERVICE	CONTACT & PHONE No.

ATTACHMENT B TO RFP #AR27-01
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.

CLIENT	ADDRESS	DATE OF SERVICE	CONTACT & PHONE No.

Annex 7-G

Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors 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-owned 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 (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work

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 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 DSBSD provide your certification number and the date of certification.

Certification number:_____ Certification Date:_____

_____

Section B

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor 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 offeror'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 dollar value or percentages may result in breach of the contract.

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

Subcontract #1

Company Name: _____SBSD Cert #: _____

_____ Contact Name: _____SBSD Certification: _____

_____Contact Phone: _____Contact Email: _____

_____ Value % or $ (Initial Term): _____ Contact Address: ___

_____Description of Work: _____

_____

Subcontract #2

Company Name: _____SBSD Cert #: _____

_____ Contact Name: _____SBSD Certification: _____

_____Contact Phone: _____Contact Email: _____

_____ Value % or $ (Initial Term): _____ Contact Address: ___

_____Description of Work: _____

_____

Subcontract #3

Company Name: _____SBSD Cert #: _____

_____ Contact Name: _____SBSD Certification: _____

_____Contact Phone: _____Contact Email: _____

_____ Value % or $ (Initial Term): _____ Contact Address: ___

_____Description of Work: _____

_____

Subcontract #4

Company Name: _____SBSD Cert #: _____

_____ Contact Name: _____SBSD Certification: _____

_____Contact Phone: _____Contact Email: _____

_____ Value % or $ (Initial Term): _____ Contact Address: ___

_____Description of Work: _____

_____

Subcontract #5

Company Name: _____SBSD Cert #: _____

_____ Contact Name: _____SBSD Certification: _____

_____Contact Phone: _____Contact Email: _____

_____ Value % or $ (Initial Term): _____ Contact Address: ___

_____Description of Work: _____

_____

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): ☐