

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

**REQUEST FOR PROPOSALS #RFP-FY25-BroadJetty**

**ISSUE DATE:** November 26, 2024

**DUE DATE AND TIME:** January 6, 2025, at 4:00 PM EST

**NON-MANDATORY PRE-BID MEETING** December 11, 2024, at 10:00 – 11:00 AM EST. In-person meeting at Middle Peninsula Planning District Commission Conference Room at 125 Bowden Street, Saluda, VA 23149.

**RFP #:** #RFP-FY25-BroadJetty

**TITLE:** Broad Creek Jetty Design and Draft Joint Permit Application

**ISSUING AGENCY:** County of Middlesex, Virginia (the “County”) – All proposals should be delivered only to the contact at MPPDC shown below.

**SCOPE OF WORK SUMMARY:** Middlesex County solicits proposals from a qualified firm to design a jetty, or comparable structure, to manage long-term shoaling along the entrance to Broad Creek in Middlesex County, Virginia, and to prepare a draft Joint Permit Application (JPA) for construction of same.

**PROCUREMENT REPRESENTATIVE:** Curtis Smith, Deputy Director  
Middle Peninsula Planning District Commission  
**Before December 19, 2024:**  
125 Bowden Street  
P.O. Box 286  
Saluda, VA 23149  
[csmith@mppdc.com](mailto:csmith@mppdc.com)

**On or after December 19, 2024:**  
Middle Peninsula Planning District Commission  
4521 Lewis B. Puller Memorial Highway  
P.O. Box 399  
Saluda, VA 23156  
[csmith@mppdc.com](mailto:csmith@mppdc.com)

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

All proposals shall be turned in no later than 4:00 P.M. EST on January 6, 2025, to Curtis Smith, Middle Peninsula Planning District Commission (MPPDC). Note that MPPDC will be changing office locations on December 19, 2024 from Saluda, VA to Shacklefords, VA. Any proposals delivered before December 19, 2024, should be delivered to 125 Bowden Street, Saluda, Virginia 23149 and any proposals delivered on or after December 18, 2024 should be delivered to 4521 Lewis B. Puller Memorial Highway, Shacklefords, VA 23156. If proposals are sent via a mailing service or hand delivered, please address the proposals to the CONTACT listed above. Any proposals that are submitted by e-mail, phone, or facsimile shall not be considered. Any proposals received after the deadline shall be deemed non-responsive and returned unopened. *It is the Offeror's sole responsibility to ensure all information; including addendums are complete and delivered on time.* The County reserves the right to reject any and all proposals and to waive informalities. Because proposals must be delivered to the address above for MPPDC, if MPPDC closes its offices due to inclement weather, scheduled receipt of proposals will be extended to the next business day, same time.

*Note: Middlesex County does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.*

## **I. Introduction**

### **A. Background**

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

MPPDC and the County entered into a service agreement on June 22, 2023 (Service Agreement). The Service Agreement includes a scope of work for dredging activities in Broad Creek (currently underway and progressing with completion of dredging activities anticipated during Winter 2024-2025) and the design and permit development for one or more jetties, or comparable structures, to which can be constructed when funds become available in the future to better manage and prevent long-term shoaling along the entrance to Broad Creek where the worst shoaling is occurring.

Broad Creek is a federal navigation channel authorized for construction by the River and Harbor Act of 2 March 1945, as amended. Authorized project dimensions consist of a channel 7-feet deep (Vertical Reference Datum NOS MLLW) and 100 feet wide from deep water in the Rappahannock River to deep water in Broad Creek, a distance of approximately 4,100 feet.

Hydraulic dredging of the federal navigation channel project was last accomplished pursuant to funding provided in the American Recovery and Reinvestment Act of 2009. In that connection, 38,491 cubic yards of pay quantity material was dredged under federal contract W91236-10-C-0022 and placed in an existing eight-acre upland confined disposal facility owned by the County and located at an area south of Route 33.

The current effort to dredge the creek is being funded with funding from the County and the Virginia Department of Conservation and Recreation. To support the effort, the County sought the assistance of United States Army Corps of Engineers (USACE) Norfolk District. USACE completed a bathymetric survey of the Federal portion of the Broad Creek Channel on September 21, 2023 (see **Exhibit A**). As of November 2024, a Joint Permit Application (JPA)/Section 408 package (see **Exhibit B**) has been submitted and approved by USACE and the Virginia Marine Resources Commission (see **Exhibit C**). The project has been permitted and is anticipated to be constructed during the Winter of 2024-2025. The project will involve dredging of both the designated Federal channel footprint as well as several “wideners” adjacent to the Federal channel which have not been previously dredged and are anticipated to provide advanced lateral maintenance in the areas where the most active and problematic shoaling is occurring in the open waters of the Rappahannock River. The sediments to be dredged consist of predominantly coarse, sandy material and were found to be free of contamination at any levels above acceptable standards (see **Exhibit D**). The volume of material to be dredged is yet to be determined but is anticipated to be in the general vicinity of previous dredging volumes (~25,000-50,000 cubic yards). Due to the public navigational safety hazards present in the channel, the County decided to place the material in the County-owned confined disposal facility where the material could be held for beneficial reuse. On November 6, 2024, the Middlesex County Board of Supervisors unanimously passed a resolution committing any future use of the material to be placed in the disposal facility to be reused beneficially for nature-based flood protection activities. It is anticipated that Offerors may consider jetty solutions which may involve the reuse of the dredged material from the County-owned confined disposal facility and/or materials from other sources that may not be available locally and nearby the channel.

Additionally, the MPPDC contracted the Virginia Institute of Marine Science in September 2021 to collect data and characterize the sediments and conditions at fifteen selected navigational channels around the Middle Peninsula. Broad Creek was included in this study which is included as supplemental information as **Exhibit E**.

It is well known that the shoals adjacent to the Broad Creek channel are highly active as evidenced by the historic and continued need for maintenance dredging. However, studies of the past, current, and projected environmental and geomorphological conditions have not been conducted which could provide the information needed to determine an effective jetty design to reduce or eliminate the level of maintenance dredging needed at Broad Creek.

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

**B. Scope of Work:**

Firms should consider and, where appropriate, provide “traditional” jetty designs involving rock. Additionally, firms should analyze the use and design of jetties constructed with alternative materials such as dredged materials, concrete structures or other, especially if the firm can prove that alternative materials can be used for construction at cost points below the current costs of rock. The use of alternative structures for jetties will be new regulatory territory within Virginia although other states have permitted such structures for years. The successful firm will demonstrate that it has extensive experience and knowledge of constructing jetties using alternative materials in other states as well as demonstrate the ability for developing an “alternative” design that will be permissible in the regulatory framework within Virginia.

Supplementary information relevant to Broad Creek is provided in the following exhibits, all of which may be accessed via the MPPDC website at <https://mppdc.com/index.php/pdcinfo/bids>:

- **Exhibit A:** USACE Channel Condition Survey for Broad Creek. September 21, 2023.
- **Exhibit B:** Middlesex County Broad Creek Dredging Joint Permit Application Narrative and Drawings. July 2024.
- **Exhibit C:** VMRC Permit #2024-1778, Broad Creek Dredging
- **Exhibit D:** Broad Creek Federal Navigation Channel Sediment and Effluent Water Investigation. April 2024.
- **Exhibit E:** Data Collection at Fifteen Selected Creeks in Support of Shallow Water Dredging on Virginia’s Middle Peninsula: Methods & Data Report. September 2021.

The County anticipates that firms will propose study elements as part of their design development process. This may include field and desktop study elements such as geotechnical core sampling to determine the ability of the existing substrate to support the weight of the jetty structures, historic analyses of bathymetric or other data to determine the direction and rate of sediment movement adjacent to and within the channel, hydraulic modeling to demonstrate the ability of the structures to slow or prevent shoaling of the channel and to demonstrate the environmental and geomorphological impacts of the jetties on adjacent areas, and other studies as necessary. Conversely, firms may demonstrate to the satisfaction of the County that firm can develop a cost-efficient design that will be structurally sound to withstand current and future wave energy climates and flood/water levels, effective at preventing shoaling, consider environmental and ecological impacts, and can draft a successful design without doing an excessive amount of study or sampling.

It is very likely that the ultimate solution will require jetty structures along either side of the channel considering that shoaling appears to be occurring from both the east and westerly directions. It is very possible that this will be a very large project that may need to be developed

in phases. It is anticipated that the successful Offeror will need to present phased approaches with cost estimates for each phase of construction.

The firm shall be responsible for the professional quality, technical accuracy, and coordination of all studies, designs, drawings, specifications, and other services it furnishes under this Agreement. In preparing final designs and providing services, the firm must comply with all permitting, zoning and planning requirements of the appropriate governing bodies.

It is anticipated that the firm will consult with the County and its representatives during the study and design processes by providing study outcomes and findings and recommending various conceptual design alternatives with related costs. The County will advise as to the preferred solution and the firm will complete the design and incorporate the design into drafts of all necessary permit applications and related documents needed to support future permitting processes once funding is secured for construction.

The goal is to enter into a contract with one qualified firm for this project. Proposals involving multiple firms are acceptable and encouraged as needed.

Offerors are anticipated to provide a schedule for proposed scope of services and consideration will be given to those Offerors who can complete the desired activities in the shortest amount of time.

**C. Competitive Negotiation.**

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

**D. Pre-Proposal Meeting**

MPPDC and Middlesex County staff will host a pre-proposal meeting on **Wednesday, December 11, 2024, from 10:00 – 11:00 A.M.** in the Conference Room of the MPPDC Office Building at 125 Bowden Street in Saluda, Virginia. This meeting will provide the only opportunity for prospective offerors to ask and receive responses to substantive questions about the procurement, including questions about the scope of work, the preparation or submittal of a proposal, and other matters. PLEASE NOTE THAT

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

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

**E. Communications Prior to the Response Deadline.**

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

Curtis Smith  
Deputy Director  
Middle Peninsula Planning District Commission  
Before December 19, 2024:  
125 Bowden Street  
P.O. Box 286  
Saluda, VA 23149  
[csmith@mppdc.com](mailto:csmith@mppdc.com)

On or after December 19, 2024:  
4521 Lewis B. Puller Memorial Highway  
P.O. Box 399  
Saluda, VA 23156  
csmith@mppdc.com

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

**III. Proposal Format.**

The proposals are to be submitted in a format that allows uniform review and easy access to information by the evaluation committee. Proposals shall be printed in English, include a table of contents, and number pages and exhibits in an organized manner. All proposals shall provide a delineation of capabilities to satisfy the requirements of this request.

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

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

## **Section 1 – Cover Sheet**

Included on the cover sheet shall be:

- a. The name and address of the firm.
- b. The name, phone number, and email address of a key representative who is knowledgeable about the proposal.
- c. The signature of an officer or employee having the authority to bind the company by their signature. Signatures by anyone other than the president, vice president, or general partner should have accompanying documentation that the individual is empowered to bind the company or partnership.

## **Section 2 – Proposal Form**

Proposal be arranged in the order described above and shall include the Proposal Form (**Appendix C**) with the required information supplied.

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

The Offeror should describe its understanding of the scope of services and how the firm proposes to conduct its work. The description should include the proposed methodology for conducting studies and gathering data and information needed to support the design process. This may include but is not limited to engineering analyses, application of coastal engineering tools for the design and formulation of this Project, and the field work that will be required (e.g., site inspections and surveys). Additionally, the description should include the proposed conceptual and final design and draft permit development processes. Timelines and schedules should be included for how the Offeror proposes to do its work.

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

1. Include the organizational chart, functional discipline, and responsibilities of the project team members.
2. Provide concise resumés or description of each team member’s education, relevant professional experience, length of time employed by the firm and/or subcontractor, professional licensure and briefly describe each team member’s relevant professional experience.
3. It is anticipated that the structural, electrical, mechanical and other engineering disciplines necessary for the design of the Project will be under the direct supervision of licensed professional engineers who are registered in Virginia or who are persons in responsible charge of an engineering firm registered in Virginia.

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

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

### **Section 5 – Response Capability**

Give an overview of the workload priority to be assigned to this project and staffing available relative to the Offeror's ability to respond to the County. Please indicate an approximate start date, assuming the responder is the successful offeror.

### **Section 6 – Insurance**

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

### **Section 7 – References**

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

### **Section 8 – Other Supporting Data**

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

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

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

- a. Any Offeror shall identify a trade secret or proprietary information by clearly stating "Trade Secret" or "Proprietary Information" adjacent to the particular information, and



by clearly identifying the information to be subject to the protection, such as by encircling, highlighting, underlining or other similar means. The Offeror shall state the reasons why protection is necessary on a separate page of the proposal.

- b. Any Offeror shall not identify as a trade secret or proprietary information those sections of the proposal that are material to the Middlesex County's ultimate award of the contract.
- c. Middlesex County reserves the right to contact an Offeror and to request that the Offeror explain or clarify why the Offeror identified certain information as a trade secret or as proprietary information.
- d. Any Offeror shall not identify as trade secret or proprietary information their complete proposal.

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

#### **IV. Submittal Instructions.**

- A. Each Offeror shall submit three (3) hard copies and one (1) digital copy (saved to thumb drive or CD) of your proposal. Each proposal shall be received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or e-mail shall be rejected.
- B. An authorized representative of the Offeror shall sign proposals.
- C. Failure to submit all information requested may result in the proposal being deemed non-responsive. Proposals which are deemed non-responsive, incomplete, or lack key information may be rejected in full by Middlesex County. **FAILURE TO COMPLETE FORMS AS REQUIRED MAY RESULT IN THE OFFEROR BEING DETERMINED "NON – RESPONSIVE."**
- D. Proposals should be organized in the order delineated above in Section III.
- E. All pages of the proposal should be numbered.
- F. Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts, and other public records relating to Middlesex County's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq.). Proposals shall not be available for inspection by Offerors until interviews, if scheduled, are completed. After award, all proposals become a matter of public record and are available for inspection by the public, except those portions of the proposals that were properly and timely identified as proprietary and/or copyrighted, and thus not subject to the Virginia Freedom of Information Act.

G. Any contact with any MPPDC or Middlesex County representative, other than that outlined above, concerning this RFP is **prohibited**. Such unauthorized contact may disqualify an Offeror from this procurement.

H. Neither MPPDC nor Middlesex County will assume responsibility for oral instruction or interpretation. Any question regarding the procurement solicitation shall be pursuant to Part II.D and E. above.

I. Each Offeror shall be prepared, if so requested, to present evidence of their financial ability to carry out the terms of the Contract.

J. **ANY PROPOSAL RECEIVED AFTER THE DUE DATE/TIME WILL NOT BE CONSIDERED AND SHALL BE RETURNED TO THE OFFEROR, UNOPENED.**

**V. Contract Award.**

**A. Award**

Middlesex County intends to enter a contract for the services solicited under this RFP with a competent, responsive, responsible firm after using the competitive negotiation process as authorized by the Virginia Public Procurement Act, specifically including Virginia Code §§ 2.2-4301, 2.2-4302.2 and 2.2-4303.

Middlesex County shall use the ranking criteria detailed in [below] to evaluate the proposals.

Following an initial review of the proposals, Middlesex County shall choose two or more offerors with it will engage in individual discussions regarding the design and drafting services. The offerors chosen for discussions are those determined to be fully qualified, responsible and suitable on the basis of their proposal and with emphasis on professional competence.

Middlesex County will base its determination, in part, on the "Evaluation Criteria" (see below), on the cost of sought-after services as described more fully in the scope of work, and on the amount of time required for the project from start to finish, with preference given to those who can commit to doing the work in the quickest and most efficient timeframe. Preference will also be considered for businesses participating in the MPPDC Fight the Flood program.

Repetitive informal interviews may occur. Middlesex County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services.

Based on these discussions, the evaluation factors in this RFP, along with past performance and references of each offeror, and other information provided in the solicitation process, Middlesex County shall select in the order of preference at two least offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to Middlesex County can be negotiated at a price considered fair and reasonable and pursuant

to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Should Middlesex County determine in writing and in its sole discretion that only one (1) offeror is fully qualified, or that one (1) offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Middlesex County may cancel this Request for Proposals or reject proposals at any time prior to an award. Middlesex County is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. See Virginia Code § 2.2-4359(D).

**B. Evaluation Criteria**

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

Evaluation Criteria

1. Relevant Qualifications, Experience & References including status as an approved participating business in the Middle Peninsula Fight the Flood Program.
2. Feasibility and Quality of Description of proposed approach to Work.
3. Availability to begin work immediately following contract award.
4. Cost of Services
5. Financial/Legal History

**C. Posting of Award**

Upon the award or announcement of the decision to award a contract as a result of this solicitation, MPPDC staff will publicly post such notice at the MPPDC Office and also on the MPPDC website at <https://mppdc.com/index.php/pdcinfo/bids>.

**D. Term**

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

**E. Payment Terms:**

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

- Sampling field work and analysis, and

- Development of Dredging Project Design and draft permit materials.

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

## APPENDIX A: General Conditions and Instructions to Offerors

1. **COMPETITION INTENDED:** It is Middlesex County's intent that this solicitation permit competition. It shall be the Offeror's responsibility to advise Middlesex County's procurement representative in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The procurement representative must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the proposals.
2. **CLARIFICATION OF TERMS:** If any Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the procurement representative whose name appears on the face of the solicitation no later than seven (7) business days prior to the date set for the receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the procurement representative. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for receipt of proposals.
3. **WITHDRAWAL:**
  - a. Requests for withdrawal of proposals after opening of such proposals but prior to award shall be transmitted to the procurement representative, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Offeror work sheets, etc. If bid bonds were tendered with the proposal, Middlesex County may exercise its right of collection.
  - b. No Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Proposal of the same Offeror or of another Offeror in which the ownership of the withdrawing Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Offeror who, is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
4. **ERRORS:** Erasures in proposals must be initialed by the Offeror. Carelessness in preparation of proposal otherwise, will not relieve the Offeror. Offerors are cautioned to recheck their proposals for possible error.
5. **ACCEPTANCE OF PROPOSALS:** Unless otherwise specified, all proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

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

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

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

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

## APPENDIX B: Standard Terms & Conditions

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

### Definitions

“Contractor” means the firm that enters into any legal and binding agreement with Middlesex County to supply the good or perform the services sought in this Solicitation.

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

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

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

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

1. **Assignment of Contract.** This Contract may not be assigned in whole or in part without the written consent of Middlesex County.

2. **Attorneys’ Fees.** Should Middlesex County employ an attorney to either (i) institute and maintain a suit against Contractor arising out of the Contract or Contractor’s Obligations (ii) assist in enforcing or defending any of Middlesex County’s rights under the Contract, (iii) protect Middlesex County’s interest in any matter arising under a contract with Contractor, (iv) collect damages for the breach of a contract or any other amounts owed to Middlesex County; or (v) recover on a surety bond given by the Contractor, then Middlesex County shall be entitled to recover its attorneys’ fees, costs, charges, and expenses expended or incurred therein from the Contractor if Middlesex County prevails in court.

3. **Audit.** The Contractor hereby agrees to retain all books, records, and other documents relative to Contractor’s Obligations and the Contract Documents for five (5) years after final payment or after all other pending matters are closed, whichever is longer. Middlesex County and its authorized agents, state auditors, the grantor of the funds to Middlesex County, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any such books, documents, papers and records of the Contractor for the purpose of making audits, examinations, excerpts or transcriptions.

4. **Authorized to Transact Business in Virginia.** A Contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia

shall include in its proposal the identification number issued to it by the State Corporation Commission. Any Contractor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why Contractor is not required to be so authorized. Any Contractor described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by Middlesex County.

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

6. **Contractual Claims Procedure**

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



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County or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by Middlesex County, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

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

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

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

9. **Drug-free Workplace.**

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

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

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

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

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

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

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

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

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

12. **Ethics in Public Contracting.** The provisions contained in Virginia Code §§ 2.2-4367 through 2.2-4377, shall be applicable to all contracts solicited or entered into by Middlesex County. A copy of these provisions may be obtained from Middlesex County upon request. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interests Act (§ 2.2-3100 et. seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

- a. Accordingly, the Contractor certifies that Contractor's response to any Solicitation:
- i. Has been prepared without prior participation, understanding, agreement, or connection with any corporation, firm or other person that is also submitting a proposal in response to the same solicitation;
  - ii. Is in all respects fair, without misrepresentations of fact, and free from collusion or fraud;
  - iii. Is in full compliance with the Virginia Conflicts of Interest Act;

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- iv. Is or is intended to be competitive and free from any collusion with any person, firm or corporation; and,
  - v. Has been prepared without the benefit of being provided information not available to the general public, or other potential offerors, such as insider information known to Middlesex County or MPPDC employees or other sources which may have gained such information from interaction with Middlesex County or MPPDC employees;
- b. The Contractor further certifies that
- i. It has not offered or received any kickback from any other offeror or contractor, supplier, manufacturer, or subcontractor in connection with the proposal on this Solicitation. A kickback is defined as an inducement for the award of a contract, subcontract, or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
  - ii. It is not a party to nor has it participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning proposals, prices, terms or conditions upon which the contract resulting from the acceptance of its proposal is to be performed;
  - iii. It understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this RFPs; and
  - iv. Neither Contractor, Contractor's subcontractors, nor any person acting on Contractor's behalf, have conferred, or will confer, on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
13. **Exemption from Taxes.** Middlesex County is exempt from state sales tax and federal excise tax. Tax Exemption Certificates indicating Middlesex County's tax-exempt status will be furnished by Middlesex County upon request.
14. **Governing Law and Forum Selection.** This Contract shall be governed by, and construed in accordance with, the laws of Virginia without regard for Virginia's conflicts of laws rules. Venue for any litigation arising from this Contract shall only be proper in the Circuit Court of the County

of Middlesex, Virginia or in the General District Court of the County of Middlesex, Virginia if the amount in controversy is within the jurisdictional limit of each court, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

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

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

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

18. **Insurance**

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

- a. **Worker's Compensation and Employer's Liability.** Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting Contractor's Obligations are to be performed. Such insurance shall not have a limit of liability less than the following:

- 1. Bodily Injury by accident, \$500,000 for each accident;

2. Bodily Injury by disease, \$500,000 policy limit;
  3. Bodily Injury by disease, \$500,000 for each employee.
- b. Commercial General Liability Insurance. This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent Contractor, and personal injury insurance in support of section 18 of this Agreement entitled "Indemnification". This policy shall be endorsed to include Middlesex County as an additional insured during the Contract Period and shall state that this insurance is primary insurance as regards any other insurance carried by Middlesex County. Contractor shall procure and maintain Public Liability Insurance in an amount not less than:
1. \$1,000,000 for each occurrence involving bodily injury;
  2. \$1,000,000 for each occurrence involving property damage;
  3. \$2,000,000 aggregate limits.
- c. Comprehensive Automobile Liability. Contractor shall procure and maintain Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Contractor, with the following limits:
1. \$1,000,000 for each occurrence involving personal injury;
  2. \$1,000,000 for each occurrence involving property damage;
  3. \$2,000,000 aggregate limits.
- d. The Contractor shall purchase and maintain insurance coverage in a sufficient amount to cover all potential claims on his tools, equipment and machinery.

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

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

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

19. **Liability Coverage:** Unless otherwise expressly excepted in the Solicitation documents prepared by Middlesex County, the Contractor shall take out and maintain during the Contract Period such bodily injury, liability and property damage liability insurance as shall protect it and Middlesex County from claims for damages for personal injury, including death, as well as from claims for property damage, which could arise from Contractor's performance of its Obligations. Such insurance shall at least have the coverages and be in the amounts set forth in section 19 "Insurance and Bond Requirements" set forth below and shall name Middlesex County, Virginia and the "Middle Peninsula Planning District Commission" as additional insureds. Such insurance must be issued by a company admitted to do business within the Commonwealth of Virginia and with at least an AM Best rating of A-. Within 10 days after Contractor is awarded a contract in response to a Solicitation, and in no event later than the first day on which Contractor provides goods or services to Middlesex County, the Contractor shall provide Middlesex County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give Middlesex County at least 30 days' notice prior to cancellation or other termination of such insurance.

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

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

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

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

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

address indicated below or at such other address as such party shall have specified by written notice to the other party.

**Notices to Middlesex County shall be sent to:**

Curtis Smith  
Deputy Director  
Middle Peninsula Planning District Commission  
Before December 18, 2024:  
125 Bowden Street  
P.O. Box 286  
Saluda, VA 23149  
[csmith@mppdc.com](mailto:csmith@mppdc.com)

On or after December 18, 2024:  
4521 Lewis B. Puller Memorial Highway  
P.O. Box 399  
Saluda, VA 23156  
csmith@mppdc.com

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

Heather Hays Lockerman, Esquire  
Sands Anderson, PC  
P.O. Box 1998  
Richmond, VA 23218-1998  
hlockerman@sandsanderson.com

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

**26. Payment to Subcontractors Under Virginia Code § 2.2-4354.**

- a. Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to Contractor by Middlesex County for work performed by any subcontractor under this Contract:
  - 1) Pay the subcontractor for the proportionate share of the total payment received from Middlesex County attributable to the work performed by the subcontractor under the Contract; or
  - 2) Notify Middlesex County and the subcontractor, in writing, of Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall provide its federal employer identification number to Middlesex County.
- c. Contractor shall pay interest to the subcontractor on all amounts owed by Contractor that remain unpaid after seven (7) days following receipt by Contractor of payment from Middlesex County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subdivision a(2), above.
- d. Unless otherwise provided under the terms of this Contract, such interest shall accrue at the rate of one percent (1%) per month.
- e. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements to each lower-tier subcontractor.
- f. Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause above may not be construed to be an obligation of Middlesex County.

**27. Safety.**

- a. All Contractors and subcontractors performing services for Middlesex County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), state and city safety and occupational health standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.
- b. Contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may be affected by Contractor's operation in connection with the work.



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- c. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- d. The provisions of all rules and regulations governing safety as adopted by the Virginia Safety and Health Codes Board and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this Contract.

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

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

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

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

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

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

32. **Waiver.** The failure of Middlesex County or Contractor to insist upon the strict performance of any provisions of the Contract, the failure of Middlesex County or Contractor to exercise any right, option or remedy hereby reserved, or the existence of any course of performance hereunder shall not be construed as a waiver of any provision hereof or of any such right, option or remedy or as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by Middlesex County of any act by Contractor requiring Middlesex County's consent or approval shall not be construed to waive or render unnecessary the requirement for Middlesex County's consent or approval of

any subsequent similar act by Contractor. No provision of the Contract shall be deemed to have been waived unless such waiver shall be in writing signed by the Party to be charged.

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

The Contractor agrees that if warranties set forth in the Contract Documents are in any respect breached, the Contractor will pay to Middlesex County the full contract price agreed to by Middlesex County to be paid for the supplies, materials, equipment or services furnished under the proposal. These rights and remedies are in addition to and do not limit those rights and remedies otherwise available to Middlesex County.

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

**Appendix C: PROPOSAL FORM**

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

**SCOPE OF WORK: STUDY AND DESIGN OF JETTY, AND DRAFTING PERMIT APPLICATION**

Earliest Available Start Date: \_\_\_\_\_

Anticipated Date of Completion: \_\_\_\_\_

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

Once a notice to proceed is given, the contractor shall have 15 days to initiate its work. Contractors will comply with all conditions of the respective permits governing this project as required during this 15-day period.

**NAME AND ADDRESS OF FIRM:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**BY:** \_\_\_\_\_

**(Signature of Authorized Representative)**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**State Corporation Commission ID Number:** \_\_\_\_\_

**EVA Vendor ID or DUNS#:** \_\_\_\_\_

**Acknowledgment of Required Proposal Items:**

<b>Acknowledgement Indicating All Required Proposal Items are Included in the Proposal in the Order Listed</b>	
Required Proposal Items	<i>Insert initials of Authorized Representative for each completed item in each of the cells below</i>
Item 1 – Cover Sheet	
Item 2 – Proposal Form	
Item 3 - Description of Services to be Provided and Project Approach	
Item 4 - Qualifications and Experience of the Firm and Project Team	
Item 5 - Response Capability	
Item 6 - Insurance	
Item 7 - References	
Item 8 - Other Supporting Data	
Item 9 - Submission of Proprietary Information	

**Acknowledgment of Addenda (if applicable):**

No. 1, Date \_\_\_\_\_ Signature \_\_\_\_\_

No. 2, Date \_\_\_\_\_ Signature \_\_\_\_\_

No. 3, Date \_\_\_\_\_ Signature \_\_\_\_\_

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