



ACCOMACK-NORTHAMPTON PLANNING DISTRICT COMMISSION

REQUEST FOR PROPOSALS

Waterway Characterization Services

Channel Condition Assessment and Characterization
Eastern Shore of Virginia

Issue Date	September 16, 2026
Proposals Due	October 16, 2026 at 3:00 PM EST
RFP Number	ANPDC-DMMI-WC-2026-01
Issuing Agency	Accomack-Northampton Planning District Commission
Project	Eastern Shore Dredged Material Management Initiative (DMMI 3561)
Funding Source	Virginia Waterway Maintenance Fund, administered by VMRC
Submission	eVA or sealed physical delivery; see Section IV

PROCUREMENT REPRESENTATIVE

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

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Table of Contents

Table of Contents.....	2
I. Introduction	4
A. Background	4
B. Purpose	5
C. Relationship to Concurrent A-NPDC Work	5
D. Funding	6
E. Competitive Negotiation.....	6
F. Communications Prior to the Response Deadline	6
II. Scope of Work.....	6
Scope Applicability and Coordination.....	6
Task 1: Project Initiation and Coordination	6
Task 2: Bathymetric Survey.....	10
Task 3: Sediment Characterization	11
Task 4: Technical Deliverables	11
Task 5: Permitting Support (Optional Task).....	12
Priority Waterways	12
Phasing.....	12
Additional Related Services	12
III. Proposal Format.....	13
IV. Submittal Instructions.....	14
V. Contract Award.....	15
Award	15
Evaluation Criteria.....	16
Term	16
Payment Terms	16
Governing Law, Venue, and Required Contract Terms.....	17
Indemnification	17
Force Majeure.....	17
Protest of Award	18
Appendix A: Technical Specifications.....	19
A.1 General	19
A.2 Bathymetric Survey.....	19
A.3 Sediment Sampling	20
A.4 Laboratory Analysis.....	21

A.5 Technical Screening of Material Characteristics.....	22
Appendix B: General Conditions and Instructions to Offerors	24
Appendix C: Standard Terms and Conditions	25
Appendix D: Certification Regarding Debarment	30
D.1 Certification by Offeror	30
D.2 Certification by Sub-Consultant.....	31
Appendix E: Priority Waterway List and Mapped Extents	32

I. Introduction

A. Background

The Eastern Shore of Virginia is a peninsula of approximately seventy miles between the Chesapeake Bay and the Atlantic Ocean, comprising Accomack and Northampton Counties and nineteen incorporated towns. An extensive barrier island system and expansive tidal marshes shield the peninsula from direct Atlantic exposure and provide critical fisheries and wildlife habitat. Those same features drive sediment transport and deposition. The resulting shoaling is chronic rather than episodic: channel depths decline steadily between maintenance events, restricting access to piers, docks, marinas, boat ramps, moorings, and public landings, and affecting maritime commerce, seafood and aquaculture operations, emergency access, and public recreation across both counties.

Accomack and Northampton Counties established the Eastern Shore Regional Navigable Waterways Committee (ESRNWC), a committee of the A-NPDC, by joint resolution to coordinate regional waterway management. In 2016, the ESRNWC and A-NPDC developed the Regional Dredging Needs Assessment, which remains the region's framework for identifying and prioritizing dredging projects. Following the General Assembly's establishment of the Virginia Waterway Maintenance Fund (WMF) in 2018, the ESRNWC advanced projects at Kings Creek, Nassawadox Creek, Folly Creek, and Red Bank Creek. The completed Kings Creek Phase 2 project removed 22,888 cubic yards of material and placed it to restore the Cape Charles public beach, demonstrating that beneficial use of dredged material is achievable on the Eastern Shore where the supporting record is adequate.

That experience has clarified where the binding constraint now lies. The region's difficulty is decreasingly a question of whether a channel requires dredging and increasingly a question of where the material can be placed, and whether the technical record supports that placement decision through permitting review. The Nassawadox Creek project illustrates the point: the originally proposed nearshore berm placement was denied, the project was redirected toward upland and beneficial-use alternatives, and project cost and schedule increased substantially as a result. Placement alternatives cannot be evaluated, and permitting cannot proceed efficiently, without current channel conditions and defensible sediment characterization for the waterway in question. That data does not presently exist at a consistent quality across the region's priority creeks.

The Eastern Shore Dredged Material Management Initiative (DMMI) was established to address this problem regionally rather than project by project. Undertaken jointly by A-NPDC and the Middle Peninsula Planning District Commission (MPPDC) under a FY25 Waterway Maintenance Fund award, and coordinated with the ESRNWC, the DMMI will produce a regional dredged material management master plan for the Eastern Shore, identify and secure strategic placement sites, expand beneficial-use opportunities including habitat restoration and coastal resilience applications, and address the regulatory obstacles that have delayed prior projects. The master plan is scheduled for completion in 2027.

Channel condition assessment and characterization is the first substantive task in the DMMI work program and a precondition for the remainder of it. Waterway prioritization, placement alternatives analysis, beneficial-use screening, and engineering design each depend on knowing current channel depths, shoaling volumes, and the physical and chemical character of the material to be removed. This procurement obtains the field execution of that task.

B. Purpose

A-NPDC seeks qualifications from firms and teams to provide field-based waterway characterization and related professional services on an if-and-when-needed, task-order basis. Small firms and specialists may compete directly for a service category or participate as subconsultants. Offerors may propose for one, two, or all three categories below; capability outside a proposed category is not required.

The initial anticipated program includes up to ten (10) priority Eastern Shore waterways. Each task order will define the intended use, required accuracy, field effort, and deliverables. Data shall be defensible for the planning, permitting, design, or construction purpose specified; construction measurement and acceptance requirements apply only when expressly authorized.

Service Categories

Category A — Hydrographic/Bathymetric Survey and Geospatial Data Services. Survey planning, control, field acquisition, processing, shoaling and volume estimates, QA/QC, and discipline-specific survey deliverables. Sediment sampling and laboratory capability are not required for a Category A proposal.

Category B — Sediment Sampling, Characterization and Laboratory Services. Professional investigation design, sediment acquisition, physical and authorized chemical testing, interpretation, QA/QC, and discipline-specific sediment deliverables. Hydrographic survey capability is not required for a Category B proposal. Qualified laboratories may participate as subconsultants; this category is a professional characterization engagement with associated testing, not a separate laboratory-only purchase.

Category C — Integrated Waterway Characterization Services. Coordinated delivery of Categories A and B and preparation of integrated waterway or regional reports. Offerors may use an integrated team of subconsultants; in-house performance of every discipline is not required.

A-NPDC anticipates awarding up to two (2) contracts in each category, subject to qualifications, successful negotiation, and available funding. One firm may receive more than one category award under a single agreement. Firms may serve as a prime and also as a subconsultant on another team if roles, availability, and any conflicts are disclosed and managed. Ownership of vessels, equipment, or laboratories is not required; reliable access through lease, rental, or teaming is acceptable.

C. Relationship to Concurrent A-NPDC Work

Work described below is assigned to other existing contracts and is NOT within the scope of this RFP:

1. Desktop prioritization, placement alternatives analysis, permitting feasibility screening, and ~10% concept development. Performed under the CARP contract. CARP defines characterization needs and extents; this contract executes the field characterization.
2. Programmatic assessment, QA/QC framework development, and data integration into the Master Plan. Performed under existing A-NPDC contract.
3. In-Water Disposal/Reuse Legal and Regulatory Characterization. Separately budgeted and assigned.
4. Confined Aquatic Disposal (CAD) Area Identification Study and in-water site technical assessments. Separately budgeted and assigned.

Selected Consultants will coordinate with, but not duplicate, these efforts. A-NPDC will identify the lead for integration and the interfaces between separately authorized services. No Consultant is responsible for another independently retained firm's work unless that coordination or review is expressly included in its task order.

D. Funding

Funding is provided through the Virginia Waterway Maintenance Fund (WMF). Effective July 1, 2025, administration of the WMF and its grant program transferred from the Virginia Port Authority (VPA) to the Virginia Marine Resources Commission (VMRC). The successful Offeror will be subject to all relevant State terms and conditions pertaining to such funds.

E. Competitive Negotiation

This is a qualifications-based professional-services procurement under Virginia Code §§ 2.2-4302.2 and 2.2-4303. Offerors shall not submit proposed fees, rates, cost or man-hour estimates, or other pricing with initial proposals. Compensation will be negotiated after qualification ranking as described in Section V.

F. Communications Prior to the Response Deadline

Questions regarding this RFP will be received in writing by the Procurement Representative up to Friday October 2, 2026. All questions and answers will be detailed and made available on the A-NPDC website (<https://www.esvaplan.org/>) by Friday October 9, 2026. Contact with any other A-NPDC representative or ESRNWC member concerning this RFP is prohibited and may disqualify the Offeror.

II. Scope of Work

Scope Applicability and Coordination

Tasks 1–5 apply only to the services expressly authorized for the awarded category. Category A firms provide survey-related initiation, fieldwork, and survey deliverables; Category B firms provide sediment-related initiation, fieldwork, testing, and sediment deliverables; Category C firms integrate the authorized disciplines. A-NPDC may order Categories A and B separately or use Category C. The task order will identify any reporting integrator, data handoffs, and each party's responsibilities, avoiding duplicate acquisition or billing.

Task 1: Project Initiation and Coordination

1.1 Project Kickoff and Coordination

Attend a kickoff meeting with A-NPDC, ESRNWC technical representatives, the CARP consultant, and other DMMI technical representatives designated by A-NPDC to confirm the scope and objectives of the authorized work.

The kickoff meeting shall address, as applicable:

- Waterways and geographic limits included in the applicable task order;
- Survey, sampling, and characterization objectives;
- Available channel delineations, historic survey information, sediment data, and other existing technical information;
- Anticipated dredged material placement or beneficial-use alternatives relevant to characterization requirements;
- Proposed survey and sediment sampling extents;

- Applicable technical standards, analytical parameters, and QA/QC requirements;
- GIS, survey, laboratory, and reporting deliverable formats;
- Project sequencing, schedule, mobilization considerations, and anticipated field constraints;
- Access, staging, launch, and logistical requirements;
- Coordination with concurrent CARP and DMMI activities; and
- Project points of contact, communication procedures, and decision-making responsibilities.

Following the kickoff meeting, the Consultant shall review available project information furnished by A-NPDC and identify any material data gaps, conflicts, assumptions, access constraints, or other conditions that may affect field execution, schedule, cost, or the ability to satisfy the characterization objectives.

1.2 Field Investigation Work Plan and Sampling and Analysis Plan

Prepare a Field Investigation Work Plan proportionate to the work authorized under each task order. Include a Sampling and Analysis Plan (SAP) only where sediment sampling or laboratory testing is authorized. Survey-only assignments do not require sediment sampling, analytical, or chain-of-custody plans.

The plan shall document, as appropriate:

- Hydrographic survey methodology and equipment;
- Proposed survey coverage, line spacing, and control;
- Sediment sampling methods, locations, depths, and anticipated sampling density;
- Laboratory analytical parameters;
- Sample identification, handling, preservation, transport, and chain-of-custody procedures;
- Field and laboratory QA/QC procedures;
- Equipment calibration and verification procedures;
- Field documentation and data-management practices;
- Proposed mobilization and sequencing;
- Procedures for addressing inaccessible locations, obstructions, weather, tides, or other anticipated field constraints; and
- Any assumptions or limitations affecting the proposed investigation.

The plan shall follow applicable programmatic QA/QC requirements and objectives furnished by A-NPDC before task-order negotiation. Newly introduced requirements that materially affect scope, schedule, or fee are subject to written modification under C.31.

The plan shall be submitted to A-NPDC for review for consistency with the applicable task order and project objectives prior to initiation of the corresponding field activities. A-NPDC's review or concurrence shall not relieve the Consultant of responsibility for professional judgment, technical adequacy, quality control, means and methods, or compliance with applicable professional standards and regulatory requirements.

Reasonable field adjustments to survey sequence, individual sampling locations, line spacing, equipment, or comparable field procedures may be made by the Consultant's responsible professional when warranted by tides, weather, navigation hazards, access limitations, obstructions, equipment conditions, safety concerns, or other field circumstances, provided that the intended characterization objectives and required data quality are maintained.

Document routine adjustments in field records and technical deliverables. Changes to scope, analytical requirements, required accuracy, schedule, or fee require an executed modification under C.31 before implementation; technical concurrence alone does not authorize additional compensation.

1.3 Site Access, Landowner Coordination, and Field Logistics

Identify anticipated field access requirements, staging areas, vessel launch locations, temporary equipment locations, and any circumstances requiring entry onto or across private property.

A-NPDC will lead or authorize communications with landowners, local governments, facility operators, and other stakeholders where private-property access or special coordination is required, recognizing A-NPDC's and ESRNWC's established relationships within affected communities.

The Consultant shall support this coordination by providing, as necessary:

- Maps and exhibits identifying required access areas;
- Descriptions of proposed field activities;
- Anticipated dates and duration of access;
- Equipment and vessel requirements;
- Staging or temporary-use requirements; and
- Other technical information reasonably necessary to obtain access.

Where a written right-of-entry, facility authorization, or comparable permission is necessary, the Consultant shall coordinate with A-NPDC to verify that appropriate authorization has been obtained before entering or occupying the affected property.

Work from navigable waters or public facilities does not itself authorize entry onto private property. The Consultant shall verify applicable landing, facility, waterway-use, and operational permissions for the proposed activity; private-property authorization is required when private property will be entered, crossed, occupied, or used.

The Consultant shall coordinate field mobilization to minimize unnecessary disruption to waterfront operations, public access, navigation, commercial activity, and adjacent property owners to the extent reasonably practicable.

1.4 Utilities, Submerged Infrastructure, and Sampling Clearance

Prior to intrusive subsurface sampling, the Consultant shall identify and address reasonably foreseeable conflicts with underground or submerged utilities, pipelines, cables, structures, navigation infrastructure, or other facilities within the proposed investigation area.

The Consultant shall comply with applicable requirements of the Virginia Underground Utility Damage Prevention Act and shall contact Virginia 811 where notification is required for the proposed activity.

The Consultant shall also review available records, mapping, field observations, owner information, and other reasonably available sources concerning utilities or infrastructure that may not be identified through the Virginia 811 process.

Where additional coordination with utility owners, facility operators, municipalities, private property owners, or other entities is reasonably necessary to evaluate a potential conflict, the Consultant shall conduct or support such coordination prior to intrusive work at the affected location.

Subsurface sampling shall not proceed at a location until applicable notification and positive-response requirements have been satisfied and known or reasonably foreseeable conflicts have been appropriately addressed.

Applicable utility-clearance and infrastructure-coordination documentation shall be maintained as part of the project field records.

1.5 Health, Safety, and Field Operations

The Consultant shall be responsible for establishing, maintaining, and implementing health and safety procedures appropriate to its personnel, subcontractors, vessels, equipment, and field operations.

Prior to field mobilization, the Consultant shall provide A-NPDC with a project-specific Health and Safety Plan, or equivalent field safety documentation, addressing reasonably anticipated hazards associated with the authorized work.

The plan shall address, as applicable:

- Marine and vessel operations;
- Personnel qualifications and responsibilities;
- Personal protective equipment;
- Weather, wind, tide, visibility, and sea-state limitations;
- Heat, cold, and other environmental exposure;
- Working near or over water;
- Vessel boarding and transfer procedures;
- Sampling and equipment-handling hazards;
- Emergency communications and response procedures;
- First aid and emergency medical procedures;
- Nearby utilities or infrastructure;
- Contaminated or potentially contaminated media where known or reasonably anticipated; and
- Applicable federal and state occupational safety requirements.

Where the nature of the work or documented site conditions make hazardous-waste operations requirements applicable, the Consultant shall comply with applicable HAZWOPER requirements.

The Consultant shall retain responsibility for determining the applicability of occupational health and safety requirements to its operations and personnel.

A-NPDC's receipt, review, or comment on health and safety documentation shall not constitute approval or acceptance of the Consultant's safety program, means, methods, procedures, or practices and shall not relieve the Consultant or its subcontractors of responsibility for compliance with applicable laws, regulations, professional standards, or safe-work practices.

The Consultant shall have authority to suspend or modify its field activities when conditions present an unreasonable risk to personnel, vessels, equipment, data quality, or the public and shall promptly notify A-NPDC of any such occurrence that materially affects project schedule or scope.

1.6 Regulatory and Technical Coordination

Coordinate technical aspects of the characterization work with A-NPDC and, when requested by A-NPDC, with relevant project partners or regulatory agencies, which may include USACE, VMRC, DEQ, VIMS, NOAA, USCG, local governments, and other entities having information or jurisdiction relevant to the authorized work.

The purpose of such coordination shall be to:

- Confirm that collected data is suitable for anticipated dredging, placement, beneficial-use, and permitting decisions;
- Avoid unnecessary duplication of existing investigations;
- Identify agency-specific data needs or technical concerns early in the characterization process;
- Clarify existing datasets, channel limits, authorized depths, or prior sampling information;

- Support consistency between field characterization and subsequent DMMI planning or permitting activities; and
- Identify technical issues that could materially affect investigation design or future use of the resulting data.

Unless separately authorized under Task 5 or another task order, this coordination shall not include preparation or submission of permit applications on behalf of A-NPDC.

1.7 Schedule, Progress Communication, and Field Changes

Develop and maintain a project schedule for each authorized task order showing anticipated mobilization, field investigation, laboratory analysis, data processing, technical review, and deliverable milestones.

During active work, the Consultant shall keep A-NPDC reasonably informed of progress and shall promptly communicate conditions that could materially affect:

- Scope;
- Schedule;
- Cost;
- Access;
- Data quality;
- Laboratory turnaround;
- Regulatory usefulness of the data; or
- Successful completion of the authorized task order.

The Consultant is expected to exercise appropriate professional judgment in responding to routine field conditions within the authorized scope without unnecessary interruption of the work.

Material changes require prior written authorization through an executed task-order modification under C.31. Routine field decisions remain within the responsible professional's authority as described in Task 1.2 and Appendix A.1.

Field decisions, deviations from the accepted Field Investigation Work Plan or SAP, and other material conditions encountered during performance shall be documented sufficiently to support later interpretation and use of the resulting data.

Task 2: Bathymetric Survey

2.1 Perform hydrographic survey of each designated waterway sufficient to determine current channel depths, shoaling extents, and volumetric estimates of material requiring removal.

2.2 Apply the accuracy, control, QA/QC, and documentation requirements of USACE EM 1110-2-1003 appropriate to the task order's stated data use, as detailed in Appendix A.2. Required survey class and numerical accuracy criteria shall be established before fieldwork. Construction measurement, payment, or acceptance surveys are not the default scope.

2.3 Reference horizontal control to the specified NAD83 realization and epoch, as applicable, and report dredge depths relative to Mean Lower Low Water (MLLW). Establish and document the relationship between MLLW and NAVD88 at each location using NOAA VDatum within its valid coverage and uncertainty limits or another justified method appropriate to the task's accuracy and agency requirements. See A.2.3.

2.4 Deliver survey data in GIS-compatible format with metadata, including channel footprints, alignments, and comparison against prior authorized depths where available.

Task 3: Sediment Characterization

3.1 Collect sediment samples using vibracore, push core, grab, or other justified methods specified in the accepted SAP, with sufficient density and depth to characterize the authorized dredge prism and overdepth. Surface grabs shall not substitute for subsurface characterization where stratigraphy or the dredge depth requires cores.

3.2 Perform laboratory analysis to support placement decision-making.

Base physical analysis for authorized sediment characterization: grain-size distribution/gradation. This requirement does not apply to a survey-only task order.

Supplemental analysis: A-NPDC may authorize bulk chemistry, metals, organics, biological testing, or other parameters based on site history, placement alternatives, and agency data needs. The analytical scope and compensation shall be agreed during negotiations or in an executed task order before testing. Initial proposals shall contain no analyte pricing.

3.3 Environmental chemical analyses subject to VELAP shall be performed by a laboratory accredited for the applicable matrix, method, and analyte. Physical and geotechnical tests outside VELAP's applicability shall be performed by qualified laboratories using the specified methods and documented QA/QC. See A.4.3.

3.4 Screen physical and chemical characteristics against technical criteria for the placement alternatives identified by A-NPDC. Identify compatibility constraints, exceedances, further testing needs, and data gaps. Selection of a placement alternative, final feasibility determinations, and regulatory approval are outside this scope unless separately authorized.

3.5 Manage investigation-derived waste in accordance with applicable requirements. Restore disturbed banks, landings, and access areas affected by the Consultant's work to substantially their prior condition. Address core holes, borehole closure, and other disturbance using methods appropriate to site conditions and any applicable permit requirements, as stated in the work plan.

Task 4: Technical Deliverables

4.1 Deliver a survey technical package for Category A, a sediment technical package for Category B, or an integrated Waterway Characterization Report for Category C, as authorized. Each package shall document its methods, results, QC, assumptions, uncertainty, and limitations. An integrated report shall combine the authorized survey, volume, sediment, laboratory, technical screening, and data-gap findings. Specialist firms are not required to produce analyses outside their task order.

4.2 Prepare a regional summary only when authorized. If A-NPDC contracts separately for disciplines, it will designate itself, an existing program consultant, or an authorized Category C Consultant to integrate the packages. The integration scope shall identify data review, coordination, and attribution responsibilities and avoid duplicating existing program contracts.

4.3 Deliver raw and processed data, laboratory reports, metadata, and GIS layers applicable to the task order in interoperable formats under A.6. Ownership and permitted reuse are governed by C.10.

4.4 When included in the task order, present findings at one ESRNWC meeting for the completed characterization phase. A consolidated regional presentation, additional presentations, and attendance

beyond the stated allowance require separate authorization. Draft review and final acceptance follow C.33.

Task 5: Permitting Support (Optional Task)

5.1 Provide technical support responding to agency questions on characterization data during subsequent permitting, including USACE, VMRC, DEQ, and VIMS review. This task is priced and authorized separately from the base scope and will be exercised at A-NPDC's discretion.

Priority Waterways

Up to ten (10) waterways will be designated by A-NPDC in coordination with the ESRNWC through the DMMI waterway prioritization process.

A-NPDC may provide preliminary waterway information by addendum. Final waterway selection, mapped limits, data needs, and assumptions will be established before negotiation and execution of the applicable task order. Initial proposals address qualifications and approach; no uniform per-waterway price is requested.

Phasing

Work may be phased or issued by task order as funding becomes available. A-NPDC does not guarantee that any minimum quantity of services will be authorized.

Additional Related Services

Related field services listed below may be authorized only within the awarded category, demonstrated qualifications, and advertised professional scope. Compensation will use negotiated terms and an executed task order; no initial pricing is requested. Anticipated services include:

- Additional or alternative survey methods (e.g., side-scan sonar, multibeam, LiDAR, or UAS-based topographic survey) where conditions or placement design warrant
- Geotechnical borings or additional subsurface investigation at candidate placement sites, distinct from channel sediment characterization
- Additional analyte testing as individual waterways advance toward permitting and placement-alternative selection
- Expansion of the waterway list beyond the initial ten, if additional WMF or other funding is authorized
- Wetland, SAV, or habitat delineation support directly tied to characterization findings, coordinated with but not duplicative of CARP's broader delineation work
- Field verification, re-survey, or updated characterization of previously surveyed waterways as conditions change over the contract term
- Post-characterization technical support not otherwise addressed under Task 5

The category and teaming options in Section I.B apply to all core and related services. A firm need not offer every listed service. Additional waterways may be included only within the advertised scope, contract limits, and available funding. Services materially outside that scope require separate procurement.

III. Proposal Format

Proposals shall be in English, include a table of contents and numbered pages, and not exceed 25 pages of substantive narrative for all categories proposed. The cover, table of contents, resumes, required certifications, insurance evidence, and up to five pages of representative technical work samples are excluded. Other substantive attachments count toward the limit. Use legible type of at least 11 points for narrative text. Address the following items in order:

1. **Cover Sheet and Category Selection.** Identify the firm, address, authorized representative, telephone, email, and each category sought (A, B, and/or C). Include an authorized signature; electronic signatures are acceptable. Describe which services will be performed by the prime and by each proposed subconsultant. Provide the SCC identification number or explanation of exemption required by C.4.
2. **Certification Regarding Debarment** (Appendix D), completed and signed by the Offeror and by each proposed sub-consultant.
3. **Description of Services and Technical Approach.** Address only the proposed category or categories. Describe methodology, survey platform or sampling system, accuracy and datum control as applicable, QA/QC, data management, interoperable deliverables, field constraints, and coordination with CARP and DMMI. Identify relevant components of the USACE standard and how performance will be verified. A Category A firm need not discuss sediment or laboratory methods; a Category B firm need not propose a hydrographic survey system.
4. **Qualifications and Relevant Experience.** Identify key personnel, responsible professionals, licenses or certifications, proposed roles, and available subconsultants or laboratories applicable to the category. Describe up to five relevant projects or personnel assignments, including the individual's actual role, year, client, technical challenges, QC results, and schedule performance. Analogous shallow-water hydrography, navigation, restoration, environmental monitoring, coastal mapping, and sediment investigations are acceptable. Experience gained at prior employers or as a subconsultant may be used with clear attribution. No minimum corporate age, staff count, prior federal prime contract, or history of working with the same teammates is required. Provide available licensure and business-registration details; required authorization to offer services must be in place when legally required, and verified before award.
5. **References and Work Samples.** Provide up to three references able to address the proposed personnel or team's relevant work, including work performed at prior employers or as subconsultants. Fewer references do not automatically disqualify an Offeror. Include available representative outputs, such as a dataset excerpt, datum/control report, accuracy checks, survey map, core log, or laboratory QA summary, with project attribution. Published or research work may demonstrate relevant performance; unnecessary confidential information should be omitted.
6. **Field Logistics and Response Capability.** Explain available personnel, current workload, realistic start time, launch and staging strategy, shallow-water access, platform and equipment availability, tide/weather contingencies, and backup arrangements. Crewed vessels, uncrewed/autonomous systems, and leased or teamed resources are acceptable. Evaluate actual ability to perform; a local office, owned fleet, or excess permanent staffing is not required.
7. **Insurance.** Identify existing coverage and provide current evidence or a broker/carrier statement demonstrating the ability to obtain the applicable C.18 coverage before Notice to

Proceed. Purchasing increased limits solely to submit a proposal is not required. Coverage will be documented before authorized work begins.

8. **Compensation Negotiation.** Do not include proposed fees, hourly or unit rates, cost estimates, man-hour estimates, or a separate cost proposal. Following ranking, A-NPDC will negotiate scope, fair and reasonable compensation, rates, reimbursables, and other terms with the selected Offeror in the sequence described in Section V. For architectural or engineering services, exceptions to non-statutory contract terms are not requested before ranking; discussions of those terms will occur during negotiations.
9. **Other Supporting Data.**
10. **Proprietary Information.** Invoke Virginia Code § 2.2-4342 protection before or upon submission, identify the specific material, and explain why protection is necessary. An entire proposal, nonproprietary material, and line-item or total prices may not be designated proprietary. Place the identification and justification in a clearly labeled section of the submission; see B.11 for access to procurement records.
11. **Proposer's Representations. By submitting a proposal,** the Offeror certifies that: the proposal is made without collusion or fraud, and without offering or receiving kickbacks or inducements from any other offeror, supplier, or sub-consultant; the Offeror does not and will not knowingly employ an unauthorized alien worker as defined in the Federal Immigration Reform and Control Act of 1986; and the Offeror is not currently debarred by the Commonwealth of Virginia and is not listed on the federal System for Award Management (SAM) exclusions list.

IV. Submittal Instructions

Proposals must be received by the deadline stated on the cover, including its Eastern Time designation. Offerors may use either of the following methods. Only one official submission is required; duplicate electronic and physical copies are not required.

A. Electronic Submission through eVA

Submit one complete PDF proposal through eVA (<https://eva.virginia.gov>). The date and time recorded by eVA for the completed submission shall be the official receipt time. Offerors are responsible for completing the submission before the deadline.

B. Sealed Physical Submission

In lieu of eVA submission, deliver one original hard copy by hand, courier, or U.S. mail. Use the appropriate address below. A thumb drive is not required.

Hand delivery or courier:

Accomack-Northampton Planning District Commission
Attn: Kellen Singleton, Coastal Project Manager
23372 Front Street
Accomac, Virginia 23301

U.S. mail:

Accomack-Northampton Planning District Commission
Attn: Kellen Singleton, Coastal Project Manager

P.O. Box 417
Accomac, Virginia 23301

Seal the package and clearly mark it “RFP – Waterway Characterization Services,” the solicitation number, the Offeror’s name, and “DO NOT OPEN.” Physical proposals must actually reach A-NPDC before the deadline. A postmark, shipment date, or delivery to a postal facility does not establish receipt. A-NPDC’s recorded receipt date and time will govern.

C. Rules for Both Methods

Telephone, facsimile, and ordinary email submissions will not be accepted. Late proposals will not be considered. Offerors bear responsibility for timely receipt by the selected method. Neither authorized method will receive preference in responsiveness review or evaluation.

This RFP and addenda will be posted on eVA and the A-NPDC website. Offerors are responsible for reviewing and acknowledging applicable addenda. Material noncompliance may result in rejection; A-NPDC may waive informalities to the extent permitted by law.

V. Contract Award

Award

A-NPDC will evaluate each category separately using the published criteria. It will conduct discussions with at least two fully qualified Offerors per category when available, then rank the most meritorious firms and negotiate beginning with the highest ranked. If satisfactory terms cannot be reached, negotiations will be formally terminated before proceeding to the next-ranked firm. A written determination that only one firm is fully qualified or clearly more highly qualified may support negotiation with that firm as permitted by § 2.2-4302.2.

Up to two awards may be made per category. After a first award, A-NPDC may continue sequential negotiations with the next-ranked eligible firm for the remaining award. Fewer awards, or no award in a category, may be made if qualifications, negotiations, or program needs do not support the proposed number. Award in Category C does not automatically confer an A or B award; Offerors seeking those categories must identify them in their proposals.

Task-Order Distribution

Before requesting a fee proposal, A-NPDC will document whether the assignment requires a specialist category or integrated services and identify the best-qualified available awardee for that work. Selection will consider relevant expertise, proposed responsible personnel, demonstrated performance, availability, field conditions, and continuity or coordination needs. Where firms are substantially equally suited, A-NPDC may rotate assignments, documenting the basis. No minimum volume or equal share of work is guaranteed.

A-NPDC will negotiate a defined scope and fee with that firm using the negotiated contract terms. If agreement is not reached, it may close that task-order negotiation and proceed to the next suitable awardee. Awardees will not compete for individual task orders based on price. Category-specific awards, responsibility for integration, and use of separate specialists shall be documented before Notice to Proceed. C.31 governs task orders and changes.

Evaluation Criteria

Each proposed category is scored on a 100-point scale using the criteria below. Assess the personnel and subconsultants committed to that category. Firms proposing a single category receive no deduction for omitting other categories. Corporate size, office location, equipment ownership, conventional versus autonomous platform, and breadth outside the proposed category carry no independent preference. Relevant personnel experience is credited with clear attribution.

Points	Criterion
30	Technical approach, required accuracy, QA/QC, and data usefulness. Sound methods and verification procedures appropriate to the category, supported where available by work samples or demonstrated results.
25	Key personnel and team qualifications. Relevant skills, responsible professional oversight, assigned roles, and qualifications of proposed subconsultants; assess the proposed team rather than in-house breadth.
20	Relevant experience. Comparable technical challenges and demonstrated results in shallow-water surveys, navigation, restoration, coastal mapping, environmental monitoring, or sediment characterization, as applicable. Prior-employer and subcontract experience may qualify.
10	Field logistics and platform capability. Suitable access, launch/staging, equipment or systems, contingency arrangements, and ability to work safely and effectively in tidal shallow-water conditions.
10	Schedule and response capacity. Credible availability, workload management, coordination, weather/tide planning, and ability to meet task-order milestones.
5	References and past performance. Quality, reliability, communication, and schedule performance demonstrated by references or documented prior assignments of the firm or key personnel.
100	Total

Term

The initial term is one (1) year, with up to three (3) additional one-year renewals at A-NPDC's option. For contracts subject to Virginia Code § 2.2-4303.1, a term ends earlier if cumulative project fees reach the statutory limit; the current limits are \$10 million per term and \$2.5 million per project, with unused amounts not carried forward. These statutory ceilings are not the program budget or a commitment to order work. Each contract and task order will state its funded ceiling. An authorized extension to complete existing work does not authorize new assignments outside the term..

Payment Terms

Payment and invoices are governed by C.12 and C.13. Work is grant dependent and may be phased; selection does not authorize work or guarantee payment for services not ordered in writing.

Governing Law, Venue, and Required Contract Terms

The contract shall be subject to and governed by the laws of the Commonwealth of Virginia. Any dispute arising out of the contract, its performance, or its interpretation shall be litigated only in the state courts serving Accomack County or Northampton County.

Termination, cure, default, and owner-directed suspension are governed by C.15–C.17 and C.32. Technical disagreements or routine field adjustments do not themselves establish a default.

Nondiscrimination and small-business participation are addressed in C.21 and C.24. Participation by qualified small firms and specialist subconsultants is encouraged without a geographic preference.

Each Offeror shall submit, with its proposal, a completed Certification Regarding Debarment (Appendix D), certifying that neither the Offeror nor its principals are presently debarred, suspended, or otherwise ineligible to participate in covered transactions.

Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless A-NPDC, its officers, agents, employees, and volunteers from and against claims, damages, losses, and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, or omissions, recklessness, or intentionally wrongful conduct of the Consultant, its employees, or its sub-consultants in the performance of the work under this Contract.

This provision shall not be construed to require the Consultant to indemnify A-NPDC against liability for damage caused by or resulting solely from the negligence of A-NPDC, and imposes no duty upon the Consultant to defend A-NPDC. Nothing in this Contract shall be construed to impose an indemnification or defense obligation that is void or unenforceable under Virginia Code § 11-4.4 or other applicable law.

The Consultant's indemnification obligations are independent of, and not limited by, the insurance coverage required under this Contract.

Force Majeure

Neither party shall be liable for delay or failure in performance resulting from causes beyond its reasonable control, including severe weather, named storms, hurricanes, nor'easters, flooding, ice, acts of God, fire, epidemic, labor disputes, or action or inaction of governmental authority.

Because the work under this Contract is performed on open and tidal waters, the parties acknowledge that field operations are inherently weather-dependent. Delays arising from sea state, wind, visibility, ice, or unsafe vessel conditions shall be treated as excusable delay, provided the Consultant has exercised reasonable diligence in scheduling and has documented the conditions preventing work.

The affected party shall notify the other in writing within five (5) business days after learning of the condition, describe its schedule effect, and take reasonable mitigation steps. Excusable delay warrants a reasonable extension reflecting the actual effect on performance; additional compensation requires an authorized modification. If the condition continues for more than ninety (90) consecutive days, either party may terminate the affected task order on written notice, with settlement under C.16. Owner-directed suspension is separately governed by C.32.

Agency-imposed time-of-year restrictions or permit conditions affecting the timing of in-water work shall be treated as an adjustment to the performance schedule rather than a default, provided the Consultant promptly notifies A-NPDC upon learning of the restriction.

Protest of Award

Any Offeror who wishes to protest the award or decision to award a contract resulting from this RFP shall submit a written protest to the Procurement Representative no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. The protest shall state the basis for the protest and the relief sought.

Appendix A: Technical Specifications

A.1 General

Regulated professional services shall be offered and performed under the responsible charge of an appropriately licensed Virginia professional, with applicable DPOR/APELSCIDLA business registration and individual credentials maintained when required by law. A professional is required only for the discipline actually being provided. Qualified technicians, operators, processors, and specialist subconsultants may perform supporting work under the responsible professional's direction and QA/QC procedures, as applicable. Ownership of equipment or employment of every specialist by the prime is not required.

Methods, equipment, acceptance criteria, and QA/QC shall be documented in the Field Investigation Work Plan and, where applicable, SAP under Task 1.2. Requirements apply only to authorized services; a survey-only task order does not include sediment or laboratory requirements.

The Consultant may make reasonable field adjustments to methods, equipment, survey sequencing, sampling locations, line spacing, or comparable procedures when warranted by field conditions, access limitations, tides, weather, navigation hazards, obstructions, equipment availability or performance, safety considerations, or other conditions encountered during execution of the work, provided that such adjustments:

- Remain consistent with the authorized task order and applicable technical standards;

- Maintain the intended characterization objectives and required data quality;

- Do not materially increase project cost or alter the analytical program; and

- Are documented in the project field records and applicable technical deliverables.

Material changes to scope, analytical parameters, accuracy, deliverables, schedule, or compensation require an executed modification under C.31. Routine technical concurrence does not change contract terms.

A-NPDC review does not relieve the Consultant of professional responsibility for technical adequacy, quality control, means and methods, or compliance with applicable law and professional standards.

A.2 Bathymetric Survey

A.2.1 Standard and intended use. Apply the accuracy, control, quality-assurance, and documentation provisions of USACE EM 1110-2-1003 appropriate to the stated use: planning/characterization, permitting/design, or construction measurement and acceptance. Each task order shall identify the applicable survey class, numerical horizontal and vertical accuracy, confidence level, required coverage, and QC acceptance criteria. Do not initiate acquisition until those requirements are documented. Construction payment or acceptance requirements apply only when the task order expressly includes that use.

A.2.2 Equipment and survey platforms. Single-beam echosounders are acceptable in narrow, shallow waterways when they meet the required accuracy and coverage. Crewed vessels, uncrewed/autonomous surface vessels, and other suitable platforms are acceptable. Multibeam, interferometric, or other acoustic systems may be proposed where justified. No platform or brand receives preference; demonstrate fitness for the task, safe operations, and reliable data acquisition. Identify equipment limitations, draft, operating conditions, and contingency resources in the work plan.

Calibration and verification shall suit the acoustic system and required survey standard. Document appropriate bar checks or equivalent single-beam checks, sound-velocity observations, transducer draft/offsets, time synchronization, and positioning/water-level checks. Multibeam patch tests apply when warranted by installation, changes, performance, or the governing standard; they are not a daily requirement for every system. Daily and event-triggered checks shall be specified by the responsible hydrographer and recorded. Correct or repeat acquisition when QC indicates nonconforming data.

A.2.3 Positioning and datum control. Use the specified NAD83 realization, projection, units, and epoch as applicable. The planning baseline is horizontal accuracy of one foot or better at 95 percent confidence; any different task-specific requirement must be expressly stated and justified. RTK, RTN, PPK, or an equivalent demonstrated GNSS/control method may be used. Equipment names alone do not establish compliance. Specify numerical vertical accuracy and total uncertainty at the agreed confidence level before acquisition, accounting for sounding, position, water level, vessel motion, and datum transformation.

Report depths relative to MLLW and document their relationship to NAVD88. Identify benchmarks, tidal datum source and epoch, gauges or GNSS water-level method, transformation model/version, observations, and uncertainty. Use NOAA VDatum only where valid and sufficiently accurate for the assignment; otherwise establish suitable local control or another justified method. Document the sign convention and units. Autonomous acquisition does not waive datum or accuracy requirements.

A.2.4 Coverage. Resolve channel geometry, shoals, and the reference dredge prism sufficiently for the required volume and accuracy. For planning, a baseline is cross sections at no more than 50-foot intervals, extending 25 feet beyond each reference channel toe where safe and accessible, plus a centerline profile. Alternative orientation, closer or wider spacing, gridded coverage, or autonomous repeated transects may be accepted when the work plan demonstrates equivalent or better resolution and QA/QC. Increase density at irregular shoals, bends, bifurcations, or complex prisms. Identify inaccessible or unsurveyed areas and their effect on quantities; do not present interpolated gaps as measured coverage.

A.2.5 Quality control. Include independent checks adequate to verify the required accuracy. Unless a documented equivalent is accepted for the system and survey geometry, collect at least one check/crossline per ten mainline miles and at least one per waterway. Report crossing differences, repeatability, control checks, calibration records, rejected data, uncertainty, and the basis for acceptance. Investigate discrepancies and correct or reacquire data that fail the task-order criteria. Retain raw observations and a reproducible processing record.

A.2.6 Products. Provide a bathymetric surface, measured coverage and gaps, channel/shoaling limits, and volumes relative to the task-order reference prism and stated overdepth. Distinguish an assumed planning template from a legally authorized channel depth. Include datum/control and QA/QC reports, calculation methods, uncertainty and limitations, and reproducible raw/processed data. Comparisons to earlier surveys shall identify incompatible datums, extents, or methods.

A.3 Sediment Sampling

A.3.1 Design and depth. Propose sample methods, stations, density, and depths in the SAP based on channel extent, site history, stratigraphy, and anticipated placement data needs. Characterize the anticipated dredge prism plus the allowable overdepth specified in the task order. Deeper investigation may be authorized where stratigraphy or future use warrants it; a blanket additional two feet is not required. Document core refusal, recovery limitations, uncharacterized intervals, and proposed alternatives.

A.3.2 Recovery and logging. Target core recovery is 80 percent or greater; recovery shall be recorded for each attempt, and attempts falling below 80 percent shall be reattempted or documented with justification. Cores shall be logged in the field consistent with ASTM D2488 (visual-manual procedure), with photographs of each core.

A.3.3 Handling. Samples shall be containerized, preserved, and held in accordance with the requirements of the analytical methods proposed. Chain-of-custody documentation shall accompany all samples from collection through laboratory receipt and shall be included in the final deliverable.

A.3.4 Decontamination. Sampling equipment shall be decontaminated between stations using procedures documented in the SAP.

A.4 Laboratory Analysis

A.4.1 Base physical analysis. For authorized sediment characterization, provide particle-size distribution by ASTM D6913/D6913M and ASTM D7928 for the fine fraction, or approved equivalent methods suitable to the sample. Report gradation curves and gravel, sand, silt, and clay fractions. Apply ASTM D2487 classification where supporting tests are available; identify any additional classification tests required and distinguish visual-manual descriptions from laboratory classification. Confirm method editions in the SAP.

A.4.2 Supplemental analysis, optional task order. When authorized under Task 3.2, select tests using the EPA/USACE Inland Testing Manual (EPA-823-B-98-004) where applicable to the proposed discharge, or other agency criteria appropriate to the placement alternative. The SAP shall identify matrix-appropriate methods, analytes, reporting limits, holding times, QC, and screening benchmarks before testing. SW-846 and other accepted methods may be used as appropriate; the table identifies examples rather than a mandatory suite. Agency coordination does not guarantee approval.

Parameter class	Method family
Metals	SW-846 6000/7000 series
Mercury	SW-846 7471 series
Semivolatile organics / PAHs	SW-846 8270 series
Organochlorine pesticides	SW-846 8081 series
PCBs	SW-846 8082 series
Total organic carbon	Lloyd Kahn or SW-846 9060 series
Total solids / moisture	SM 2540 series

Negotiate supplemental testing and any unit rates after ranking or during task-order negotiation. Do not include prices in the initial proposal. Added analyses require written authorization and sufficient sample volume/preservation.

A.4.3 Accreditation and QA/QC. For environmental chemical analyses subject to VELAP, use a laboratory currently accredited for the applicable matrix, method, and analyte. Physical and geotechnical testing outside VELAP’s applicability, including particle-size distribution and soil classification where applicable, shall be performed by a qualified laboratory using specified methods and documented QA/QC. Require method-appropriate blanks, controls, spikes, surrogates, duplicates, and data qualification for chemical tests; use appropriate checks and replicate testing for physical tests. Unless an agency requirement or accepted SAP specifies otherwise, include field duplicates at a baseline of one per twenty samples or one per waterway, whichever is greater, adapted to the sample type and investigation purpose.

A.5 Technical Screening of Material Characteristics

Compare physical and authorized chemical results with technical screening criteria for alternatives identified by A-NPDC. State the criteria, source, limitations, apparent incompatibilities, exceedances, and additional data needs. Grain size alone does not establish chemical acceptability. Do not make a final placement-feasibility, preferred-alternative, or regulatory-acceptability determination unless separately authorized. This work supplies the field evidence for the concurrent planning and permitting efforts

A.6 Deliverable Formats

The task order shall specify projection, datum realization, units, metadata, and interoperable delivery formats before work begins. No particular software brand or proprietary license is required. GeoPackage, GeoTIFF, CSV/XYZ, and equivalent open formats are acceptable when they preserve the required content. A proprietary-only source shall be accompanied by a usable export; raw instrument files shall be retained and delivered with decoding or export information. Apply the table only to deliverables authorized in the task order.

Deliverable	Format
Survey observations and soundings	Raw instrument files and processed CSV/XYZ; include coordinates, depths/elevations, times and quality flags as available, with a data dictionary.
Bathymetric surface	GeoTIFF or equivalent interoperable surface; TIN/mesh only where requested and available in an agreed exchange format.
Channel footprints, survey lines, stations and sample points	GeoPackage, shapefile, file geodatabase, or equivalent GIS-compatible vector format agreed in the task order.
Spatial metadata and QC	FGDC CSDGM, ISO 19115, or equivalent complete metadata; include datum, units, methods, accuracy, coverage, limitations, and processing record.
Core logs and photographs	PDF logs and individual image files; station and interval identifiers linked to the sample register.

Deliverable	Format
Laboratory reports	PDF and CSV or equivalent electronic data deliverable with methods, units, detection/reporting limits, and QC qualifiers.
Chain-of-custody records	PDF; for authorized sampling and laboratory work only.
Discipline packages, integrated reports and summaries	PDF and editable narrative/tables in DOCX, XLSX, or agreed interoperable formats, applicable to the authorized discipline.
Plan sheets, where produced	PDF; native CAD and an agreed exchange format only when CAD is produced under the task order.

Appendix B: General Conditions and Instructions to Offerors

B.1 Competition intended. It is A-NPDC's intent that this solicitation permit competition. It is the Offeror's responsibility to advise the Procurement Representative in writing if any language, requirement, or specification, or any combination thereof, inadvertently restricts or limits the requirements of this solicitation to a single source. Such notification must be received no later than five (5) business days prior to the proposal due date.

B.2 Clarification of terms. Direct written questions to the Procurement Representative by the date in Section I.F. Revisions are effective only through written addenda posted on eVA and the A-NPDC website.

B.3 Addenda. Offerors shall review and acknowledge applicable addenda. A material failure may result in rejection; informalities may be waived to the extent permitted by law.

B.3A Submission method. Submit through eVA or by sealed physical delivery as provided in Section IV. Neither authorized method receives preference or adversely affects responsiveness or evaluation solely because of the delivery method.

B.4 Cost of proposal preparation. Offerors will not be compensated for time or expense incurred in preparing a response to this RFP.

B.5 Acceptance of proposals. Unless otherwise specified, all proposals submitted shall remain valid for a minimum of one hundred twenty (120) calendar days following the proposal due date. At the end of that period a proposal may be withdrawn at the written request of the Offeror; if not withdrawn, it remains in effect until an award is made or the solicitation is cancelled.

B.6 Withdrawal. Requests to withdraw a proposal after opening but prior to award shall be submitted in writing to the Procurement Representative with full supporting documentation. If the request is based on a claim of error, the documentation must establish the basis of the error.

B.7 Errors. Erasures or corrections in a proposal must be initialed by the Offeror. Offerors are cautioned to recheck proposals for possible error.

B.8 Debarment status. By submitting a proposal, the Offeror certifies that it is not currently debarred from submitting proposals on contracts by A-NPDC, the Commonwealth of Virginia, or any federal department or agency, nor is it an agent of any entity so debarred.

B.9 Ethics in public contracting. The provisions of the Virginia Public Procurement Act, Virginia Code §§ 2.2-4367 through 2.2-4377, apply to this solicitation and to any resulting contract. By submitting a proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickback or inducement in connection with the proposal.

B.10 No contact policy. After the date established for receipt of proposals, no Offeror shall initiate contact concerning this solicitation with any A-NPDC representative or ESRNWC member other than the Procurement Representative. Unauthorized contact may result in disqualification.

B.11 Proprietary information and records. Virginia Code § 2.2-4342 and applicable FOIA provisions govern disclosure. Offerors must timely identify and justify protection for specific proprietary material; blanket designations are insufficient, and entire proposals, nonproprietary portions, and line-item or total prices cannot be so designated. Upon request, competitive-negotiation offerors may inspect eligible proposal records after evaluation and negotiations are complete and before award, subject to statutory exceptions. Otherwise, proposal records are open after award, subject to lawful protections and reasonable records-security restrictions.

B.12 Rejection of proposals. A-NPDC may reject any or all proposals, waive informalities as permitted by law, or cancel the solicitation before award in accordance with applicable procurement requirements.

Appendix C: Standard Terms and Conditions

The following provisions are incorporated by reference into any contract awarded under this RFP.

C.1 Definitions. "Contract Documents" means all documents constituting the binding agreement between the Consultant and A-NPDC, including these Standard Terms and Conditions. "Consultant" means the successful Offeror. "Work" means the services to be performed under the Contract.

C.2 Compliance with law. The Consultant and its agents and employees shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

C.3 Licenses and permits. Maintain all professional licenses, applicable DPOR/APELSCIDLA business registrations, and other authorizations legally required to offer or perform the assigned services. Verify required credentials before award and maintain them during performance. Include applicable fees in negotiated compensation. Work-specific permits and access responsibilities shall be identified before mobilization; no proposal-stage pricing is requested.

C.4 Authorization to transact business. A Consultant 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 by the State Corporation Commission. Any Consultant not required to be so authorized shall include a statement describing why.

C.5 Assignment. The Contract may not be assigned in whole or in part without the written consent of A-NPDC.

C.6 Independent contractor. The Consultant is an independent contractor. Nothing in the Contract creates an employment, partnership, or joint venture relationship between the parties.

C.7 Subcontracting and team responsibility. Identify proposed subconsultants and their assigned services. Qualified specialist and laboratory subconsultants are permitted in every category. The prime remains responsible for its team's contracted work and professional coordination. Substitutions or additions require prior written approval based on qualifications and availability; no prior history of teaming is required. A prime is not responsible for an independently retained A-NPDC consultant except for coordination or review expressly assigned in its task order.

C.8 Standard of care. The Consultant shall perform the Work with the degree of skill and care ordinarily exercised by members of the same profession performing similar services in the same locality under similar conditions.

C.9 Correction of nonconforming professional services. Following written notice identifying a material deficiency, the Consultant shall promptly investigate and correct, without additional fee, services that fail to meet C.8 or an express contractual requirement. A-NPDC shall allow a reasonable opportunity to cure. Additional investigations caused by new information, changed scope, or requirements beyond the agreed standard are addressed through C.31. Any recovery of correction costs shall be limited to reasonable costs attributable to the Consultant's breach or negligent performance. This clause does not impose a warranty of perfect results or regulatory approval.

C.10 Ownership and use. Upon payment, A-NPDC owns project-specific data, reports, drawings, survey records, and laboratory results prepared under the contract and may use, reproduce, share, and distribute them. The Consultant retains pre-existing software, templates, methodologies, and proprietary tools. To the extent those materials are embedded in paid deliverables, the Consultant grants A-NPDC a perpetual, nonexclusive, royalty-free license to use, reproduce, and permit project partners and successor consultants to use them as needed to use the deliverables. Identify third-party

restrictions before incorporation and obtain sufficient rights for the intended use. No proprietary dependency may prevent access to required project data. Reuse beyond the documented purpose requires appropriate professional review; the Consultant is not responsible for unauthorized modifications or unreviewed use outside that purpose.

C.11 Confidentiality. The Consultant shall not release project data or findings to third parties without prior written authorization from A-NPDC, except as required by law.

C.12 Payment. Submit itemized invoices by task order showing authorized work, progress, fee basis, reimbursables, and the remaining ceiling. A-NPDC will pay undisputed amounts for conforming services within forty-five (45) days after receipt of a proper invoice, subject to applicable prompt-payment law, and will give written notice of disputed items. Progress payments may be made for completed portions; grant-reimbursement timing does not condition payment of amounts otherwise due. No payment is due for work beyond an authorized scope or ceiling absent an approved modification.

C.13 Payment to sub-consultants. Within seven (7) days after receipt of payment from A-NPDC, the Consultant shall either pay each sub-consultant its proportionate share of the payment received, or notify A-NPDC and the sub-consultant in writing of its intention to withhold payment and the reason. The Consultant shall pay interest at one percent (1%) per month on amounts owed and unpaid beyond seven (7) days, except amounts properly withheld. This obligation is not an obligation of A-NPDC and shall not be the basis for a cost reimbursement claim. The Consultant shall include equivalent provisions in each subcontract.

C.14 Audit and records retention. The Consultant shall retain all books, records, and documents relating to the Contract for five (5) years after final payment, or until resolution of all pending matters, whichever is longer. A-NPDC, its authorized agents, state auditors, the grantor of funds, and the Comptroller of Virginia or of the United States shall have access to such records for audit and examination.

C.15 Termination for cause. A-NPDC may terminate for a material breach after written notice stating the deficiency and at least ten (10) business days to cure. If cure reasonably requires longer, the Consultant shall promptly begin and diligently follow a corrective plan acceptable to A-NPDC. A-NPDC may suspend affected work immediately for unsafe or unlawful operations, abandonment, or missing required coverage or licensure. Termination and any insolvency-related action remain subject to applicable law. Pay for conforming work through termination, subject to documented offsets permitted by law.

C.16 Termination for convenience. A-NPDC may terminate the contract or a task order on thirty (30) days' written notice. The Consultant shall protect and deliver completed and in-progress work, mitigate commitments, and stop work as directed. Pay for authorized services performed through termination and reasonable documented, unavoidable closeout, cancellation, and demobilization costs, subject to the contract and applicable law. Lost profit on unperformed services is excluded.

C.17 Remedies for default. Following termination under C.15, A-NPDC may obtain replacement services and seek reasonable, documented additional completion costs to the extent caused by the Consultant's breach and recoverable under law. A-NPDC shall mitigate damages. Disputed liability or costs are subject to C.27; professional services remain governed by C.8.

C.18 Insurance. Coverage applies to the risks of the authorized work. Evidence of current coverage or ability to obtain coverage is acceptable with the proposal. Required certificates and applicable

endorsements shall be provided before Notice to Proceed, and coverage maintained during performance. The following baseline limits apply:

Professional liability/errors and omissions: \$500,000 each claim and \$1,000,000 aggregate for professional services. Claims-made coverage shall have a retroactive date no later than commencement of the services and remain in force, or have equivalent extended reporting coverage, for two years after completion.

Commercial general liability: \$1,000,000 per occurrence and \$2,000,000 aggregate. Automobile liability: \$1,000,000 combined single limit for owned, hired, or non-owned vehicles used in performance, as applicable.

Workers' compensation: statutory coverage where required, including applicable maritime obligations. Employers' liability: \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

Marine operations: where vessels or uncrewed surface platforms are used, liability coverage appropriate to the actual operations with at least \$1,000,000 per occurrence or equivalent. Marine/P&I coverage or an appropriate endorsement may satisfy this requirement; a crewed-vessel policy is not required for an uncrewed platform if equivalent applicable liability coverage is demonstrated.

Identify and resolve coverage exclusions relevant to proposed operations before work begins. Coverages not applicable to a task may be documented as inapplicable in the agreement. Any task-specific higher limits must be identified and negotiated before that task's authorization. A-NPDC shall be an additional insured on applicable general, auto, and marine liability policies to the extent of the Consultant's operations, but not on professional liability or workers' compensation. Subconsultant coverage shall be appropriate to assigned work and verified by the prime; unrelated coverages are not required.

C.19 Indemnification. As set forth in Section V of this RFP.

C.20 Force majeure. As set forth in Section V of this RFP.

C.21 Nondiscrimination. During the performance of the Contract, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to normal operations. The Consultant shall post notices setting forth the provisions of this clause and shall state in all solicitations or advertisements for employees that it is an equal opportunity employer. The Consultant shall include the provisions of this section in every subcontract or purchase order over \$10,000.

C.22 Drug-free workplace. During performance of the Contract, the Consultant shall provide a drug-free workplace for its employees; post in conspicuous places a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken for violations; state in all employment solicitations or advertisements that it maintains a drug-free workplace; and include these provisions in every subcontract or purchase order over \$10,000.

C.23 Immigration Reform and Control Act. By accepting award, the Consultant certifies that it does not and will not during performance of the Contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

C.24 Small-business participation. A-NPDC encourages qualified small, women-owned, minority-owned, service-disabled veteran-owned, and disadvantaged businesses to compete as primes or subconsultants.

Certification is not a prerequisite to participation unless separately required by an applicable funding condition. No local-office or geographic preference is established. Each team is evaluated on the services and personnel it proposes.

C.25 Exemption from taxes. A-NPDC is exempt from state sales tax and federal excise tax. Tax exemption certificates will be furnished upon request.

C.26 Governing law and venue. As set forth in Section V of this RFP.

C.27 Contractual claims. Give written notice of intent to claim at the time of the occurrence or beginning of the work on which the claim is based. Submit the written claim, its basis, supporting records, and requested relief to A-NPDC's Executive Director through the Procurement Representative no later than sixty (60) days after final payment. The Executive Director or designated official shall issue a signed final written decision within ninety (90) days after submission. If no decision is issued within that period, the Consultant may pursue relief under Virginia Code §§ 2.2-4363 and 2.2-4364; silence does not grant the claim. Appeal a final decision within six months through an available qualifying administrative process or legal action as provided by law. Pending claims do not delay undisputed payments. Continue authorized, safe, and lawful work unless directed otherwise. This procedure is governed by § 2.2-4363.

C.28 Federal requirements. Where the Contract is funded in whole or in part with federal funds, all applicable clauses required by federal law, including those listed in Appendix II to 2 CFR Part 200, are incorporated by reference and shall apply. The Consultant acknowledges that the federal government is not a party to the Contract and shall have no obligations hereunder.

C.29 Counterparts and electronic signature. The Contract may be executed in counterparts; each deemed an original. Electronic signatures, including scanned or PDF signatures, shall be considered original signatures.

C.30 Entire agreement. The Contract Documents contain the entire agreement of the parties. All prior communications, oral or written, are without force and effect.

C.31 Task orders and changes. No services are authorized without an executed task order and written Notice to Proceed. Each order shall identify the category and waterway; mapped limits; intended data use; reference prism, datums, and numerical accuracy; sampling assumptions, depths, and analytes as applicable; QC and deliverables; responsible personnel and any integrator; access and permit responsibilities; schedule and review cycle; fee basis, reimbursables, and not-to-exceed amount; and authorized start.

A-NPDC will furnish available project information and the Consultant will identify material assumptions before fee negotiation. Additional work, changes to the funded ceiling, or changes materially affecting scope, accuracy, deliverables, or schedule require a written modification executed by authorized representatives before performance. Routine field adjustments under Task 1.2 do not increase the ceiling. Modifications must comply with Virginia Code § 2.2-4309, including any required advance governing-body approval; they may not enlarge the contract beyond its procured scope.

C.32 Owner-directed suspension. A-NPDC may suspend all or part of an assignment by written notice stating its effective date and expected duration. The Consultant shall secure records, protect completed work, and reasonably mitigate cost. For suspension not caused by the Consultant, negotiate a reasonable schedule adjustment and documented unavoidable demobilization, remobilization, or extended-hold costs through C.31, without duplicating other recovery. A suspension exceeding ninety (90) consecutive days may be ended by either party through termination of the affected task under C.16.

C.33 Deliverable review and acceptance. Unless the task order specifies otherwise, include one draft review and one final submission. A-NPDC shall provide consolidated comments within fifteen (15) business days of draft receipt. The Consultant shall provide a final deliverable and response-to-comments record within ten (10) business days after receiving those comments, or an agreed reasonable period. A-NPDC shall confirm acceptance or identify remaining material deficiencies within ten (10) business days of final receipt. Acceptance means material conformance with the task order and does not waive latent errors. Silence is not automatic acceptance; review delays warrant corresponding schedule adjustment. New scope or repeated review caused by changed direction requires a modification; correction of deficient work follows C.9.

C.34 Order of precedence. Applicable law controls. Subject to law, the executed agreement and expressly approved amendments control, followed by the RFP as amended by addenda, then task orders for their authorized project-specific details, and then incorporated portions of the Consultant's proposal. A task order may supply or vary details where the RFP expressly permits task-specific requirements; it may not otherwise override master terms without an executed amendment. Notify A-NPDC of unresolved conflicts before the affected work.



Appendix D: Certification Regarding Debarment

D.1 Certification by Offeror

(To be completed and submitted with the proposal.)

The below-signed Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; and have not been convicted of any violation of federal or state antitrust statutes or of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with, commission of any of the offenses enumerated in paragraph 2 above; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the Offeror is unable to certify to any of the statements above, the Offeror shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror.

Signature

Date

Title

Name of Proposing Firm



D.2 Certification by Sub-Consultant

(To be completed by each proposed sub-consultant, if any.)

The prospective sub-consultant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective sub-consultant is unable to so certify, it shall attach an explanation to this proposal.

Signature

Date

Title

Name of Sub-Consultant Firm

Appendix E: Priority Waterway List and Mapped Extents

To be issued by written addendum prior to the proposal due date, or at Notice to Proceed.

The addendum will provide, for each designated waterway:

- Waterway name and locality
- Approximate survey extent, with mapped limits
- Design channel dimensions and authorized depth where established
- Availability of prior survey, sampling, or permit records
- Known access constraints, including landing availability and draft limitations
- Placement alternatives under consideration, where identified, to inform the analytical scope under Task 3.2

Offerors shall price on a per-waterway unit basis as described in Section II. Pricing submitted in response to this RFP shall remain applicable to waterways subsequently designated under this Contract.

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