



TOWN OF OCCOQUAN

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TOWN COUNCIL
Earnest W. Porta, Jr., Mayor
Jenn Loges, Vice Mayor
Cindy Fithian
Laurie Holloway
Eliot Perkins

**INTERIM
TOWN MANAGER**
Adam C. Linn, J.D.

REQUEST FOR PROPOSAL

ISSUE DATE: **Tuesday, November 1, 2022**
INQUIRES: **Friday, November 4, 2022** at 4:00 p.m.
DUE DATE: **Monday, November 14, 2022** at 1:00 p.m.
RFQ NO.: RFP2023-02
TITLE: Occoquan River Stormwater Sediment Removal

The Town of Occoquan, referenced hereafter as the Town, is accepting Quotations from qualified contractors to provide dredging and sediment removal services for the Town. The proposer shall provide the services based on the specifics in the following document.

Responses are due to the Town of Occoquan via eVA or electronically to TownManager@occoquanva.gov, by 1:00 p.m. on Monday, **November 14, 2022. Proposals will not be accepted by any other means.**

All inquiries for information regarding Quotation submission requirements, procurement procedures, or site visits shall be directed to: TownManager@occoquanva.gov.

Quotations and/or proposals shall be emailed to Town Manager at: TownManager@occoquanva.gov with "Quotation RFP#2023-02 - Occoquan River Stormwater Sediment Removal" in the subject line.

The Town of Occoquan does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

In compliance with this Request for Quotation and all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed Quotation or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Signature:

Print/Type

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I. GENERAL INFORMATION

The Town of Occoquan is a small riverfront town located in Prince William County and is seeking proposals from a qualified Contractor to furnish all labor, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to provide stormwater sediment removal and dredging services to the Town. These services will include but are not limited to those found in Section II entitled "Scope of Work."

Town Background: A five-member Town Council and Mayor govern the Town of Occoquan. The Town is administered by a Town Manager who reports to the Town Council. The Town Manager directs and oversees all activities of the Town. The Town of Occoquan has a population of approximately 1,100 residents and 80 businesses. In addition, the Town has a downtown historic district that is home to a business district and includes both residential and commercial activities along the Occoquan River.

The Town of Occoquan experiences periodic flooding, particularly in the spring and fall, from two primary sources. First among these is the Occoquan River. Flooding associated with spring thaws and rains to the west, and fall hurricanes or tropical storms that create a tidal bore, are fairly common, occurring roughly every other year. Intensity varies significantly, but damage is typically limited to riverfront property and the water rarely reaches the level of Mill Street. Although of understandable concern to riverfront property owners (some of whom have built seawalls), the potential for river-based flooding is fairly predictable, and the combination of weather forecasts and assessments of potential river levels from Fairfax Water (who operates the Occoquan High Dam approximately one mile to the west of the Town) typically provides sufficient advance notice for precautions to be taken. Additionally, most riverfront property owners appear to recognize that periodically high river levels and accompanying flooding are acceptable risks associated with choosing to live on a riverbank.

The second primary source of flooding in Occoquan is flash-flooding from two major streams that flow through Town to the Occoquan River –Ballywhack Creek and Boundary Branch. This flooding is much less predictable, affects inland properties in Town, endangers traffic on major streets in Town, and over time has damaged and weakened the Town's aging stormwater infrastructure. Each of these tributaries originates outside of Town, thus drawing from watersheds well beyond Town boundaries, and is significantly affected by development and stormwater practices beyond the Town's control. Sitting at the bottom of hillsides along the banks of the Occoquan River, the Town of Occoquan and its stormwater management system is a recipient of runoff, some uncontrolled, from developments and roadways outside of Occoquan.

Sedimentation growth is diminishing the depth of the river adjacent to the shore creating the potential for culvert blockage, navigation hazards, and adversely impacting access to docks and public/private property.

The Town of Occoquan has received ARPA grant funding administered by DEQ to complete outfall sediment removal projects and stormwater dredging activities.

II. SCOPE OF WORK

The Town of Occoquan is seeking a qualified contractor to provide the necessary equipment, materials, and skilled manpower to dredge the designated areas and work in accordance with the plans and specifications provided by the Town. All work shall be completed within 60 days from the agreed upon start time. The Term may be extended with the written consent of the Parties (Town of Occoquan and the contractor). Sediment material (approximately 1600 cubic feet) will be removed from the dredge prism and loaded into sealed gate dump trucks and hauled to an approved disposal site. Contractor is responsible for sediment testing, mobilization, dredging, hauling and disposal operations as follows:

- (1) MOBILIZATION:
 - a. Conduct sediment testing prior to any dredging operations in accordance with local, state, and federal guidelines.
 - b. Deliver dredge equipment and materials to dredge site and off-load site.
 - c. Set-up of off-load site.
 - d. Stake out dredge prism area.
 - e. Remove pilings and known obstructions between bulkhead and floating/fixed docks.
 - f. Mobilize excavator and mats to designated off-load site.

- (2) DREDGING, HAULING and DISPOSAL OPERATION:
 - a. Contractor will mechanically dredge designated area to plan and specification grade, creating a uniform grade across bottom of dredge area.
 - b. Sediment material will be loaded into hopper barges. Hopper barges will be shuttled to off-load site area to be unloaded by long reach excavator.
 - c. Sediment material will be placed into sealed gate dump trucks and hauled to an approved disposal site.
 - d. Re-install removed pilings to original locations or within proximity to original location.

- (3) DEMOBILIZATION:
 - a. Remove dredge equipment from dredge and work site area.
 - b. Restore work site as needed, grade gravel lot to ensure that parking area is returned to previous site conditions.
 - c. Final Inspection of dredge and work site areas
 - d. Coordinating the conduct of the Virginia Marine Resources Post-Dredging Bathymetric survey (within 30 Days of Completion)

III. DELIVERABLES

The Town of Occoquan requests the following list of deliverables, based off the Scope of Work, from the Contractor:

Deliverable	Due
Kick-Off Meeting: The Contractor shall meet with the stakeholders to discuss the project and provide a proposed work schedule.	Within 10 business days after award of contract
Commonwealth of Virginia Marine Resources Commission Reporting: The Contractor will provide no less than two weeks notification of the start of dredging operations	Notification no less than 14 days prior to start of dredging.
Commonwealth of Virginia Marine Resources Commission Reporting: The Contractor will provide VA Marine Resources Notification of Project Start 7 days prior to work starting.	Notification 7 days before work starts.
Weekly Reporting: The Contractor shall prepare and submit weekly reports that detail work progress, issues encountered, and overall status of timeline.	Every Monday upon commencement of work.
Post-Dredging Bathymetric survey: The contractor shall conduct and provide a post-dredging Bathymetric survey report to the Virginia Marine Resources Commission.	Within 30 days of completion of the dredging.
Monthly Reporting: The Contractor shall prepare and submit a monthly report on work progress, issues encountered, status of work timeline, and any other item agreed to between the parties.	By the 5 th of each month of the contract.

IV. GENERAL INFORMATION

- (1) **Contracting Officer's Representative (COR).** The Town Manager will serve as the Primary COR and the Town Project Director will serve as the alternate. The Town Project Director will serve as the CORs onsite technical representative.
 - a. **Contractor Interface Requirements.** The contractor can expect to interface with the following Town of Occoquan stakeholders:
 - i. Town of Occoquan Mayor
 - ii. Town of Occoquan Manager
 - iii. Town of Occoquan Engineer
 - iv. Town of Occoquan Attorney
 - v. Town of Occoquan Project Director
 - vi. Property Owners (or their designated representative)
- (2) **Quality Control.** The contractor shall develop and maintain an effective Quality Control Program to ensure services are performed in accordance with this RFQ. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.
- (3) **Quality Assurance.** The Town will evaluate the contractor's performance under the terms of the contract.
- (4) **Recognized Holidays/Closings:** Contractor shall observe all state and federally recognized holidays and when the Town is closed due to local events, festivals or national emergencies, administrative closings, or similar Town directed facility closings. Under normal circumstances, the contractor will not be required to perform services on government holidays or declared government closures. Contractors shall be recalled to assist in resolving issues or provide support as required to ensure mission success. Contractors work schedule shall be adjusted to meet these requirements.
- (5) **Hours of Operation/Place of Performance.** The core hours of operation are 0800 to 1700 Monday through Friday except Federal holidays or when the Town is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. However, the contractor may conduct activities from the river that does not affect the use of roads, lots, or any other shore-based infrastructure. The contractor is responsible for conducting work during the core hours of operation. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this RFQ when the Town is not closed for the above reasons.
- (6) **Place of Performance.** The primary place of performance will be the riverfront, within the Town of Occoquan, in the vicinity of 101 Poplar Street and adjacent to Gaslight Landing. A lot behind 301 Mill Street will be used for staging. Contractor is responsible to ensure that any damage, degradation, modifications to the lot are restored to the lots original condition or better. Contractor will be required to be insured and/or post a bond.
- (7) **Reporting Requirements.** The contractor will ensure that the Commonwealth of Virginia Marine Resources Commission Authorization Permit/placard is continuously posted at each site during the term of the contract. Contractor will provide no less than two weeks notification of the start of dredging operations and will provide VA Marine Resources Notification of Project Start 7 days prior to work starting. The contractor will comply with all Federal, State and local laws related to environmental issues (see Section IV.(4)).
- (8) **Post Award Conference/Periodic Progress Meetings.** The contractor shall attend any Post award conferences convened by the contracting activity in accordance with Federal Acquisition Regulations. An initial post award conference/kick off meeting will be held by the Town within 10 workdays of contract award. The Contractor will attend the Virginia Marine Resources Pre-Dredging Conference

(within 7 Days of project start). The Contracting Officer, Contracting Officer's Representative (COR), and other State, County or Town personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the COR will apprise the contractor of how the Town of Occoquan views the contractor's performance and the contractor shall apprise the Town representatives of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Town of Occoquan.

(9) Environmental Considerations. The contractor will comply with all Federal, State, and local laws related to this project. The contractor will be especially cognizant of all laws related to the protection of birds (the Town of Occoquan is designated a bird sanctuary) and migratory patterns and hatcheries of fish and other waterfowl. Scheduling of this project must not interfere with bird, fish, and waterfowl indigenous to the area.

- a. **Environmental Protection.** Dredging is necessary to create and maintain navigation channels to our nation's ports, harbors, marinas, and naval facilities. Billions of cubic yards of sediment are dredged each year. Managing and regulating the disposal of dredged sediment is a shared responsibility of the Environmental Protection Agency (EPA) and the US Army Corps of Engineers (USACE), under both the Clean Water Act (CWA) and the Marine Protection, Research, and Sanctuaries Act (MPRSA or Ocean Dumping Act). Consistent with the National Dredging Policy the EPA encourages the "beneficial reuse" of dredged material.
- b. **Department of Environmental Quality (DEQ).** DEQ, an agency in the executive branch of government, reports to the Governor as an agency in the Natural Resources Secretariat. DEQ's duties and responsibilities include implementing Virginia's environmental laws and administering regulations adopted under the legal authorities of DEQ, the State Air Pollution Control Board, the State Water Control Board and the Virginia Waste Management Board.
- c. **Permits.** Except for the permits secured by the Town, the contractor shall be responsible for obtaining any and all permits required to complete the scope of work.
- d. **Laws.** Virginia's environmental laws are available on the General Assembly's Legislative Information System under its Virginia State Law Portal.
- e. **Regulations.** DEQ develops regulations for approval by Virginia's citizen boards that cover a wide variety of air, water and land protection issues. Regulations are intended to set forth the details to implement the Commonwealth's environmental laws. The adoption, change or repeal of any regulation is conducted in accordance with the Virginia Administrative Process Act and with the agency's public participation guidelines. Notices are posted on the Virginia Regulatory Town Hall and all regulatory actions are published in the Virginia Register of Regulations.

(10) Grant Flow Down Provisions. The funds to support the scope of work includes federal funds and the contractor shall be bound to the following flow down provisions of the Federal Acquisition Regulations:

- a. For contracts in excess of \$100,000, employment involving mechanics and laborers must comply with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5).
- b. Compliance with Davis-Bacon Act provisions may be required for projects over \$10,000,000.

V. CONTRACT AWARD CRITERIA

Evaluation of the Contractor's proposal by the Town will include consideration of:

- The Contractor's ability to meet the requirements and needs of the Town.
- The Contractor's experience and the experience of its personnel.
- Demonstrated capabilities of the Contractor to provide similar services.
- Price to complete the project.
- Terms and conditions of Contract and risks and liabilities to be borne by the Town.

The Town anticipates awarding a single Contract from this solicitation to the responsible contractor whose Quotation to the solicitation is most advantageous and "best value" to the Town, which may not necessarily be the Quotation offering the lowest price nor receiving the highest technical score.

VI. SUBMISSION GUIDELINES

1. **Submittal Instructions:** A Proposal, including a signed Proposal form, shall be sent and received by the Town of Occoquan electronically at the email address shown on the cover page of this solicitation. Responses must be received no later than the date and time listed on the cover page of this solicitation. Quotations or other responses in any other form shall not be accepted.

Contractors should provide the following as a proper quote in response to this solicitation:

- a. The return of the Request for Proposal cover sheet signed and filled out as required by a representative of the Contractor authorized to bind the firm into a contract.
 - b. All addenda acknowledgements, if any, signed and filled out as required. Any addenda to this solicitation can be easily accessed on the Town of Occoquan website - www.occoquanva.gov. Contractors are responsible for checking the website frequently. Failure to acknowledge all addenda may result in the rejection of your proposal submission.
 - c. Complete proposal pricing for completion of all services to be provided, including any additional or one-time charges.
 - d. Evidence of ability to comply with insurance requirements outlined in Section VII of this RFQ.
 - e. Include any additional information the Contractor believes to be essential to a thorough evaluation of its Quotation.
 - f. Include a minimum of two (2) references where similar work was performed. Include the dates when work was provided, the name, address, and name and telephone number of the contract administrator. The Town shall have the option of checking discovered references in addition to references provided by the Contractor. The Town must be able to contact references without notification to the Contractor.
2. **Procurement Schedule:** The following timetable outlines the Town's timeline for awarding a contract for its information technology support services:
 - Proposal Application Available November 1, 2022
 - Request for Clarification/Questions due: November 4, 2022 at 4 p.m.
 - Optional on-site visits
 - Submission Deadline November 14, 2022, at 1:00 p.m.
 - Proposal Evaluations, Reference Checks, and Selection November 2022
 - Contract Award November/December 2022
 3. **Request for Clarification/Questions:** Request for clarifications, questions, or comments concerning the specifications, contained herein must be received by the Town by 4 p.m. on November 4, 2022. Any interpretation deemed to be material in nature or that alters the scope of the goods or services being requested will be expressed in the form of a written addendum. Such addendum will be posted to all prospective offerors no later than three (3) days prior to the due date. Verbal communications will not be binding.
 4. **On-Site Visit:** The on-site visit is optional for bidders. If a bidder would like to have an on-site visit to review the two locations of the stormwater sediment removal locations, bidder should email TownManager@occoquanva.gov to set up a time.
 5. **Late Proposals:** Proposals received after the submission deadline shall not be considered.
 6. **Acceptance or Rejection of Proposals:** The Town reserves the right to accept or reject any or all Proposals in whole or in part and to waive minor informalities in the process of awarding this contract.
 7. **Competition Intended:** It is the Town's intent that the Request for Proposal permit competition. It shall be the offerors responsibility to advise the Town Manager in writing of any language, requirements, specifications, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

8. **Costs Incurred in Responding:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of quotations or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
9. **Disposition of Proposals:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal shall be retained for official files and will become a public record. These records will be available for public inspection after award of contract. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 9. "Disclosure: Trade Secrets and Proprietary Information".
10. **Disclosure-Trade Secretes and Proprietary Information:** In compliance with the Virginia Public Procurement Act (the "VPPA"), all proposals will be available for public inspection. Trade secrets and proprietary information submitted by a Contractor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement indicating that costs are to be protected is unacceptable.

VII. GENERAL CONTRACT TERMS AND CONDITIONS

1. **Contract Term:** The term of the contract shall begin upon the Proposal acceptance by the Town.
2. **Laws and Regulations:** The Offerors attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out it full.
3. **License Requirement:** Contractors submitting price quotations must be fully licensed to do business in Virginia.
4. **Federal Flow Down Provisions:**The funds for this solicitation come from federal funds and the contractor shall be bound to the flow down provisions listed in Section IV.(10) above.
5. **Subcontract:** The Contractor shall not subcontract any portion of the work to be done hereto except upon the prior written consent of the Town of Occoquan. Any approved subcontract shall not release the Contractor from its primary liability to perform all aspects of the contract.
6. **Non-Assignment of Contract:** The Contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Town Manager, such permission not to be unreasonably withheld.
7. **Contract Award:** The resulting contract will be issued to the bidder providing the best value to the Town.
8. **Insurance Requirement:** Any vendor or contractor engaged to perform work on Town property shall not start work until they have obtained and provided at a minimum, proof of the insurance required below. Additionally, the contractor shall not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.

These certificates must be forwarded to the Town before the contract is signed.

Insurance Requirements:

Workers Compensation: Statutory Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements.

Bodily Injury: \$2,000,000 each person
 \$2,000,000 each occurrence

Property Damage:
 Automobile: \$2,000,000 each accident
 General Liability: \$2,000,000 each accident
 \$2,000,000 each occurrence

*Notice of cancellation must be on insurance certificate- No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the Town Manager. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all work and payments until the new certificate is furnished.

*The Town must be named as an additional insured. This proof must be in the form of a copy of the endorsement to your policy.

11. **Claims:** The contractor shall be responsible for resolutions of any and all damage claims resulting from operations provided. Claims made to the Town as a result of operators provided under this contract will be referred to the contractor for handling. Failure to properly respond to and resolve claims constitutes unsatisfactory performance and may result in cancellation of the contract.