



ROANOKE COUNTY

FINANCE & MANAGEMENT SERVICES DEPARTMENT PURCHASING DIVISION

INVITATION FOR BID

IFB # 2023-093

**Stream & Wetland Mitigation Credits for the East Roanoke River Greenway
through Explore Park**

OPENING DATE: May 19, 2023

OPENING TIME: 2:00 P.M.

The Invitation to Bid and related documents may be obtained during normal business hours from the Purchasing Division, at the Roanoke County Administration Building, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. This document may be viewed and/or downloaded from the County of Roanoke Purchasing Division's website at <https://www.roanokecountyva.gov/bids.aspx>. If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2061.

**THIS PUBLIC BODY DOES NOT DISCRIMINATE
AGAINST FAITH-BASED ORGANIZATIONS**

DATE of IFB: April 26, 2023

INVITATION FOR BID (IFB)

IFB No. 2023-093

Issue Date: April 26, 2023

Title: Stream & Wetland Mitigation Credits for the East Roanoke River Greenway through Explore Park

Issued By: **County of Roanoke**
Roanoke County Administration Building
Purchasing Division
5204 Bernard Drive, SW, Suite 300-F
Roanoke, VA 24018-0798
Phone (540) 772-2061

Email: HHonaker@roanokecountyva.gov

Sealed Bids will be received on or before 2:00 P.M., May 19, 2023 for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

All questions must be submitted before 5:00 p.m., **May 12, 2023**. If necessary, an addendum will be issued and posted to the County website on the Current Bids/RFP Requests tab at <https://www.roanokecountyva.gov/bids.aspx>.

If proposals are hand delivered or mailed, send directly to the Purchasing Division at the address listed above. If the Roanoke County Administration Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the County, at the originally scheduled hour.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

The County reserves the right to cancel this IFB and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the bid. In compliance with this Invitation For Bid and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Bidder. No Bid may be withdrawn within a period of sixty (60) days after Bid opening except for clerical errors, as set forth in part (1) of Section 2.2-4330(B), Virginia Code, 1950, as amended. Notices of bid withdrawal must be submitted in writing to the Purchasing Division.

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid ("IFB"). If this Bid is accepted by the County, to provide the services and/or items in accordance with this Invitation for Bid and to execute a Purchase Order substantially similar to the attached Purchase Order Terms and Conditions for such services and/or items. My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

Legal Name and Address of Firm:

Date: _____

By: _____ (Signature required)

(Signature in Ink)

Name: _____ (Last, First)

(Please Print)

Zip: _____ Title: _____ (Please Print)

Title:

Phone: _____ FAX: _____

Email: Business License#

Virginia State Corporation Commission Identification Number:

TABLE OF CONTENTS
INVITATION FOR BID NO. 2023-093
Stream & Wetland Mitigation Credits

Contents

SECTION 1. PURPOSE.....	6
SECTION 2. BACKGROUND	6
SECTION 3. SERVICES AND/OR ITEMS REQUIRED	6
SECTION 4. REQUIRED QUALIFICATIONS FOR BIDDERS /OR NOT USED.....	7
SECTION 5. NOT USED.....	7
SECTION 6. PAYMENT FOR SERVICES	7
SECTION 7. GENERAL INSTRUCTIONS TO BIDDERS.....	7
SECTION 8. MISCELLANEOUS	12
SECTION 9. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.....	13
SECTION 10. NOT USED.....	13
SECTION 11. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.....	13
SECTION 12. BID AWARD	14
SECTION 13. FAITH BASED ORGANIZATIONS	14
SECTION 14. HOLD HARMLESS AND INDEMNITY.....	14
SECTION 15. PROTESTS	14
SECTION 16. COOPERATIVE PROCUREMENT	14
SECTION 17. INFORMATION ON CONTRACT/PURCHASE ORDER TO BE	

IFB#: 2023-093 - Stream & Wetland Mitigation Credits for the East Roanoke River Greenway through Explore Park
Revised 4.2023

AWARDED	15
ATTACHMENT A: BID FORM/SPECIFICATIONS	16
ATTACHMENT B: NOTICE OF PROPRIETARY INFORMATION FORM.....	18
ATTACHMENT C: PO TERMS AND CONDITIONS.....	19
ATTACHMENT D: DEPARTMENT OF THE ARMY PERMIT.....	24

**COUNTY OF ROANOKE, VIRGINIA
INVITATION FOR BID NO. 2023-093**

**Stream & Wetland Mitigation Credits for the East Roanoke River Greenway
through Explore Park**

SECTION 1. PURPOSE

The purpose of this Invitation for Bid (IFB) is the procurement of Stream & Wetland Mitigation Credits.

The County of Roanoke invites any qualified Bidder to respond to this IFB by submitting a Bid for such work, service, and/or items consistent with the terms and conditions herein set forth.

The County will review each bid and may elect to issue separate awards to the lowest responsive and responsible Bidder(s) for such goods/services.

SECTION 2. BACKGROUND

Background information for Bidders. Roanoke County is preparing to construct the East Roanoke River Greenway through Explore Park as a VDOT Locally Administered Project (UPC 113567). This project includes work that is permitted under the U.S. Army Corps of Engineers Nationwide Permit 23 (permit application number NAO-2022-02750 (VMRC #22-2684)), contingent on providing proof of purchase of 0.02 acres of non-tidal wetland credits and 493 stream credits from approved wetland and stream mitigation banks that service the watershed of impact. This project will extend approximately 1.3 miles along the Roanoke River at approximately Latitude 37° 14'; Longitude 79° 50'. The project is in HUC 03010101.

SECTION 3. SERVICES AND/OR ITEMS REQUIRED

A description and/or listing of the services and/or items that the Successful Bidder, the term “Successful Bidder” includes all Bidders to whom an award may be made will be required to provide to the County under this IFB are those that are set forth Purchase Order Terms and Conditions (Attachment C) attached to this IFB. Each Bidder should carefully read and review all such documents.

The following are the services and/or items that the Successful Bidder shall provide to the County of Roanoke:

A. Stream credits and/or non-tidal Wetland credits with the following specifications:

Credits must be provided by stream and wetland mitigation banks approved to service the watershed of impact (HUC 03010101) that meet the requirements of the permit (permit application number NAO-2022-02750 (VMRC #22-2684)).

SECTION 4. REQUIRED QUALIFICATIONS FOR BIDDERS /OR NOT USED

Mitigation banks must be approved to provide wetland and/or stream credits to service the watershed of interest.

SECTION 5. NOT USED

SECTION 6. PAYMENT FOR SERVICES

Payment(s) to the Successful Bidder shall be made in accordance with the provisions of the resultant Purchase Order, subject to final approval by the County.

SECTION 7. GENERAL INSTRUCTIONS TO BIDDERS

A. Bids, to be considered, must be received by the County of Roanoke Purchasing Division, at the Roanoke County Administration Building, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018, at or before 2:00 p.m., local time, on 5/19/2023, at which time all Bids received will be publicly opened and read. **Bids received after 2:00 p.m. will NOT be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the bids.

Each Bid, one (1) **original, marked as such** and one (1) **copies, marked as such**, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a **SEALED** envelope or package. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. The notation **“Stream & Wetland Mitigation Credits for the East Roanoke River Greenway through Explore Park”, IFB No. 2023-093**, and the specified opening time and date must be clearly marked on the front of that sealed envelope or package.

FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.

The Invitation for Bid and related documents may be obtained during normal business hours from the Purchasing Division, at the Roanoke County Administration Building, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. This document may be viewed and/or downloaded from the County of Roanoke Purchasing Division's website at <https://www.roanokecountyva.gov/bids.aspx>.

If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2061.

If proposals are hand delivered or mailed, send directly to the Purchasing Division at the address listed above. If the Roanoke County Administration Building is closed for business at the time scheduled for the Bid opening, the sealed bid will be accepted and opened on the next business day of the County, at the originally scheduled hour.

All questions must be submitted before 5:00 P.M. on 5/12/2023. If necessary, an addendum will be issued and posted to the County website on the Current Bids/RFP Requests tab at <https://www.roanokecountyva.gov/bids.aspx>.

B. If you download this IFB from the County website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Bidder is solely responsible for ensuring that such Bidder has the current, complete version of the IFB documents, including any addenda, before submitting a bid. Receipt by the bidder of such addendum should be acknowledged on the Bid Form and/or addendum. The County Purchasing Division or its designee will issue Addenda that will be posted to the County website on the Current Bid Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx>.

C. **IMPORTANT NOTICE - ADDENDUMS AND NOTICES OF AWARD**

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories.

Although '**Notify Me**' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061.

The County is not responsible for any IFB obtained from any source other than the County. Contact Heath Honaker, by phone at 540-283-8146, or by email at HHonaker@roanokecountyva.gov.

D. Payment terms and delivery date(s) must be shown on the submitted Bid, if applicable.

E. All Bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this IFB.

F. Bids are to be on the Form as provided with **OR as otherwise specified** in this IFB. If a Bid Form is provided, **no changes are to be made to the Bid Form**. Any changes to Bid amounts must be initialed.

G. All Bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person should be shown as well. Any Bid submitted should be in the complete legal name of the Bidder responding. No Bid will be considered from any Bidder not properly licensed as may be required by law.

- H. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The County's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A)&(B)(1), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid. Withdrawal must be requested within two days of the Bid opening by delivering to the County original work papers, documents, and materials used in preparation of the Bid.
- I. All Bids, appropriately received, will be evaluated by considering the requirements set forth in the IFB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this Bid.
- J. Bids are to be submitted on the type, brand, make, and/or kind of product and/or service requested or its approved equal, to be solely determined by the County, unless otherwise specified. Should a Bid be for a product and/or service as an equal, the name, make, model and type of that which is being Bid must be clearly stated. The Bid must also be accompanied by descriptive literature of the product or service Bid to allow for evaluation. Failure to provide this information may result in the Bid being considered non-responsive and may not be considered.

It is not the intent of the specifications to be proprietary, nor to exclude any manufacturer or dealer. Deviations will be given consideration if they are considered to be suitable and acceptable for comparison. Any deviations must be submitted, in writing, with your bid. Deviations discovered after bid award or material receipt, not stated in your bid, shall be grounds for disqualification and nullification of order. It is the responsibility of the Offeror to prove that the deviation is equal to the product/service specified. The County of Roanoke will make the final determination as to whether the product is equivalent.

- K. If an award is made for the item(s) and/or services requested, a notice of award will be made which will be posted for public review on the County of Roanoke Purchasing Division's website under Current Bid Opportunities at <https://www.roanokecountyva.gov/bids.aspx> or you may contact Purchasing directly at (540) 772-2061 to request a copy of the award notification.
- L. All items, identified in this IFB, are to be quoted and provided **F.O.B. DESTINATION-INSIDE DELIVERY**, unless otherwise stated in this IFB. All furniture items, if any, are to be put together and set in place.

M. The County reserves the right to cancel this IFB or reject any or all Bids, to waive any informalities in any Bid and to purchase any whole or part of the items and/ or services listed in the IFB.

O. Each Bidder is to notify in writing the Purchasing Division if any of Bidder's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of the County of Roanoke or has any responsibility or authority with the County that might affect the procurement transaction or any claim resulting therefrom. If so, please provide the Purchasing Division with the complete name and address of each such person and their connection to the County of Roanoke. Each Bidder is advised that the Ethics in Public Contracting and Conflicts of Interests Act of the Code of Virginia, as set forth in this IFB, apply to this IFB. Such information should be provided in writing before the Bid opening date or may also be provided with the Bid response.

P. **The attention of each Bidder is directed to VA Code Sections 54.1-1100 *et seq.* which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form, or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number. Failure to include this information may result in the Bid being rejected as non-responsive.**

Q. **Bid Submittals shall include:**

- 1. Page(s) 2 and 3, Invitation for Bid Signature Page**
- 2. Page(s) 16 and 17, The Bid Form (Unit Price shall include all labor, material, delivery costs, overhead and profit.)**
- 3. Any Required Attachments as/if listed in the IFB.**
- 4. Any Addenda**

Failure to do so may result in the Bid being determined as non-responsive.

Questions or concerns may be addressed by contacting Heath Honaker by phone at 540-283-8146, or by email at HHonaker@roanokecountyva.gov.

R. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this IFB.

S. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, *et seq.*, of the Virginia Code are applicable to this IFB.

T. The procurement provisions of the Virginia Public Procurement Act as well as the County Procurement Manual, apply to this RFP, unless specifically modified herein. The County's Procurement Manual can be reviewed on the County's electronic procurement website.

U. The County may request clarification from any of the Bidders after review of the Bids received.

- V. The County is not liable for any costs incurred by any Bidder in connection with this IFB or any response by any Bidder to this IFB. The expenses incurred by a Bidder in the preparation, submission, and presentation of the Bid are the sole responsibility of the Bidder and may not be charged to the County.
- W. General and/or technical questions regarding the Scope of Services and/or items required, or procurement questions under this IFB may be directed to Heath Honaker, Buyer, by phone at 540-283-8146, or by email at HHonaker@roanokecountyva.gov.
- X. Each Bidder is required to state if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offer or by any federal, state, or local government and/or private entity. If so, please give the details of each such matter and include this information with Bidder's response.
- Y. **Data on Convictions for Certain Crimes and Child Abuse and Neglect Certification of Bidder:** The Consultant certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The Consultant further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Consultant understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to Roanoke County and the Roanoke County School Board. **Data and Convictions information will be requested before the County of Roanoke/Schools enters into a contract when required.**

- Z. Each Bidder who is a stock or Nonstock Corporation, Limited Liability Company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Bidder shall include in its bid response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Bidder that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its bid response a statement describing why the Bidder is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- AA. Unless participating in a pending solicitation, vendors/prospective vendors may visit County departments without advance approval of the Purchasing Division to make sales calls, drop off literature, or conduct demonstrations. Advance appointments must be confirmed with the Director or their designee for the department to be visited.

Direct contact with any County employee without the permission of the Purchasing Division, on the subject of this solicitation, is strictly forbidden.

During an active solicitation all communications (email, phone, text, letter) must be conducted through the Purchasing Division. Purchasing staff will coordinate responses

to any inquiries, as necessary. If any vendor involved in a pending solicitation or bid violates this communication protocol, any submittals from the vendor may be rejected/disqualified at the discretion of the Purchasing Division.

SECTION 8. MISCELLANEOUS

- A. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. The trade secrets or proprietary information submitted by the Bidder shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Bidder must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the Bid.
- B. All Bidders shall be solely responsible for making sure that they have the most current and complete version of this IFB and all addenda that may have been issued for this IFB and that such Bidder has examined all such documents and data. Any interpretation, correction, or change of the IFB will be made by an addendum. Interpretations, corrections or changes of this IFB made in any other manner will not be binding and Bidders must not rely upon such interpretations, corrections, or changes. The County Purchasing Division or its designee will issue Addenda that will be posted to the County website on the Current Bid Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx>.
- C. No Bidder shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- D. The County may make investigations to determine the ability of the Bidder to perform the work and/or provide the services and/or items as described in this IFB. The County of Roanoke reserves the right to reject any Bid if the Bidder fails to satisfy the County of Roanoke that it is qualified to carry out the obligations and requirements requested in this IFB.
- E. The Successful Bidder must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- F. The Successful Bidder must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- G. It is the policy of the County of Roanoke to maximize participation whenever possible by minority and women owned business enterprises in all aspects of County contracting opportunities.

- H. The Successful Bidder shall comply with all applicable County, State, and Federal laws, codes, provisions, and regulations. The successful Bidder shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- I. Providers of any outside services and/or items shall be subject to the same conditions and requirements as the Successful Bidder in regards to law, code, or regulation compliance. The County reserves the right of approval for any subcontract work, including the costs thereof.

SECTION 9. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

To determine the lowest responsive and responsible Bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the County may be considered:

- A. The County of Roanoke shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and irregularities and to accept or reject any or all bids. Roanoke County reserves the right to procure from State Contracts when it is in our opinion that the State Contract is in the best interest of Roanoke County. Roanoke County retains the right to split items to multiple suppliers.
- B. Bid price of each individual Credit Type requested as set forth on the Bid Form. The bid price of each credit type (wetland and stream) shall be individually considered and each will be procured from the lowest responsive and responsible Bidder. Successful bidder (s) shall provide documentation that their mitigation bank is approved to service the watershed of impact.

SECTION 10. NOT USED

SECTION 11. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

If the bid by the lowest responsive and responsible bidder exceeds available funds, the County reserves the right to negotiate with the apparent lowest responsible bidder pursuant to County Code Chapter 17 (Ord. No. 3350, S2-30,12-14-82). State Code 2.2.4318. The conditions and procedures under which such negotiation may be undertaken are that the appropriate County officials shall determine that the lowest responsive and responsible bid exceeds available funds and notify such bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low bidder may be held to obtain a Contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated Contract shall be subject to final approval of the County, in the sole discretion of the County.

SECTION 12. BID AWARD

If an award of a Purchase Order is made, it will be awarded to the lowest responsive and responsible bidder. If an award of a contract is made, notification of such award will be posted for public review on the County of Roanoke Purchasing Division's website under Current Bid Opportunities at <https://www.roanokecountyva.gov/bids.aspx> or you may contact Purchasing directly at (540) 772-2061 to request a copy of the award notification.

SECTION 13. FAITH BASED ORGANIZATIONS

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the County does not discriminate against faith-based organizations.

SECTION 14. HOLD HARMLESS AND INDEMNITY

Successful Bidder shall indemnify and hold harmless the County and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Successful Bidder's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near County's property or arising in any way out of or resulting from any of the work or items to be provided under the Purchase Order, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Successful Bidder agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of the Purchase Order.

SECTION 15. PROTESTS

Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this IFB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the County Manager within the required time period.

SECTION 16. COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this procurement is being conducted in accordance with Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Successful Bidder, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Successful Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to

this procurement or from this procurement and in accordance with Virginia Code Section 2.2-4304. The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

SECTION 17. INFORMATION ON CONTRACT/PURCHASE ORDER TO BE AWARDED

The **Terms and Conditions** marked as Attachment C to IFB No. 2023-093 contains Terms and Conditions that the County plans to include in any Purchase Order that may be awarded, but such Terms and Conditions may be added to, deleted, or modified as may be agreed to between the County and the Successful Bidder. However, if a Bidder has any objections to any of the Terms or Conditions set forth in the such Attachment or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the Purchasing Division at least five (5) days before the bid opening date for this IFB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a Purchase Order containing the same or substantially similar Terms and Conditions as contained in such Attachment, and to comply with such Terms and Conditions. Also, such Terms and Conditions, together with the requirements of this IFB, shall be deemed to be a part of any resultant Purchase Order that may be issued by the County to the Successful Bidder.

END.

IFB # 2023-093
ATTACHMENT A: BID FORM/SPECIFICATIONS

County of Roanoke
Purchasing Division
5204 Bernard Drive, SW, Suite 300-F
Roanoke, VA 24018-0798

The County reserves the right to add, delete, or adjust quantities as deemed necessary by the County.

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the County as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initiated by the person signing the Bid Form.

I/We hereby propose to furnish and provide Stream & Wetland Mitigation Credits for the East Roanoke River Greenway through Explore Park , in accordance with the enclosed general terms, conditions and specifications contained in IFB No. **2023-093**. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. My/Our prices are as follows:

PRICES QUOTED SHALL BE FOB DESTINATION. Freight charges shall be included in the bid price.

Each bidder shall list available quantity of each type of credit, unit cost of each, and total cost. Award will be based on lowest responsive Bid in a sequential manner until all credit requirements are met.

Description	Project Quantity	Available Quantity	Units	Unit Price	COST
Stream Credits	493		EA		

Description	Quantity	Available Quantity	Units	Unit Price	COST
Wetland Credits	0.02		EA		

Payment terms are: Net 30.

I/We can furnish and deliver all items within 30 calendar days after the date of the written notice to proceed with the contract from the County.

To aid in the evaluation of bids, bidders must submit the original Bid Form and one copy of the Bid Form, Attachments, and detailed specification sheets, if applicable. If you fail to do so, your bid may be considered non-responsive and rejected.

IFB#: 2023-093 - Stream & Wetland Mitigation Credits for the East Roanoke River Greenway through Explore Park
Revised 4.2023

Have you complied with this requirement? Yes / No.

Indicate whether your business IS or IS NOT located in Roanoke County. If it is, please include a copy of your Roanoke County business license with your bid.

I/We acknowledge the receipt of:

Addendum No._____ Dated_____.

Addendum No._____ Dated_____.

Addendum No._____ Dated_____.

Addendum No._____ Dated_____.

ATTACHMENT B: NOTICE OF PROPRIETARY INFORMATION FORM

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes, operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4)12 C.F.R. 309.5(c) (4).



IFB # 2023-093

ATTACHMENT C: PO TERMS AND CONDITIONS

FOR STREAM & WETLAND MITIGATION CREDITS FOR THE EAST ROANOKE RIVER GREENWAY THROUGH EXPLORE PARK

1. Definitions.

County – Board of Supervisors of Roanoke County, Virginia (Includes any Agency for which Roanoke County is a fiscal agent, and sometimes also referred to as "Buyer").

Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.

Purchase Order, Order or Service Contract – The Purchase Order, Service Contract or other document (which can include an electronic document) issued by the County to obtain the items identified in such document.

Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

2. Invoicing.

All invoices shall be sent to the Buyer's Contact and Address listed on the Purchase Order **OR** Contact Administrator and Address determined during contract negotiation.

3. Termination for Default and Convenience.

- A.** If Vendor refuses or fails to perform any of the terms of this Purchase Order, including but not limited to, failure to render the services, perform the work or provide materials described herein, the County may, by written notice to Vendor, terminate this Purchase Order, in whole or in part. In addition to any right to terminate, the County may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for all damages to the County resulting from Vendor's default. The County further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, the County may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.
- B.** The County may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to the County except for payment for items delivered or completed services rendered to and accepted by the County.

C. The County may exercise the County's right of setoff as to any amounts the County may owe the Vendor. County may require Vendor to transfer title and deliver to the County any or all items produced or procured by Vendor for performance of the work terminated.

4. Changes By Vendor.

No changes, deletions or additions may be made by the Vendor to this Purchase Order, including the terms and conditions, without the express written approval of the County.

5. Changes By County.

At any time the County may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping/packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such change causes a material increase or decrease in the cost of the items, or the time required for performance of any part of the work required by this Purchase Order, the County and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to the County of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. The County may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

6. Payment.

The price(s) to be paid the Vendor shall be the current price(s) as stated in this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property taxes assessable upon the items prior to the receipt and acceptance by the County of such items shall be borne by Vendor. The County will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number. Except for subscription services, the County shall not pay for any goods or services until they have been delivered or rendered.

7. Appropriations

It is understood and agreed that this contract shall be subject to annual appropriations by the County of Roanoke, Board of Supervisors. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are

exhausted. The supplier shall not be entitled to seek redress from the County of Roanoke, Virginia should the Board of Supervisors fail to make annual appropriations for this contract.

8. Sales Tax Exemption.

The County is exempt from payment of State and/or Federal Sales and Use Tax on all tangible personal property purchased or leased for the County's use or consumption. Upon notification, the County will furnish a certificate of exemption.

9. Free on Board (F.O.B.), Risk of Loss, and Title.

All prices are to be quoted F.O.B. Destination. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to the place specified in the Purchase Order and accepted by the County. The risk of loss shall also be on the Vendor during the return of any items to the Vendor. Title to the items shall pass to the County upon receipt and acceptance of such items by the County at the designated destination

10. Inspection.

The County shall have a reasonable time after receipt of items and before payment to inspect all items for conformity with this Purchase Order. If all or some of the items delivered to the County do not fully conform to the provisions herein, the County shall have the right to reject and return such nonconforming items.

11. Insurance.

Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Purchase Order the insurance policies and/or bonds, if any, that may be required by this Purchase Order.

12. Warranty.

Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the County and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Purchase Order and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order, or those that may arise by statute or regulation. Vendor agrees that Vendor shall repair or replace, at

Vendor's sole expense, and to the satisfaction of the County, any items, work, material, equipment, or part of the item that is found by the County to be defective or not in accordance with the terms of this Purchase Order.

13. Independent Contractor.

The relationship between Vendor and the County is a contractual relationship. Vendor shall, at all times, maintain its status as an independent contractor. County and Vendor acknowledge that neither is an agent, partner or employee of the other for any purpose. Vendor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Vendor will be responsible for all actions and omissions of any of its subcontractors, and certifies that all subcontractors are properly licensed.

14. Nondiscrimination.

Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.

15. Drug-Free Workplace.

Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.

16. Faith-Based Organizations.

Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that the County does not discriminate against faith-based organizations.

17. Assignment.

Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of the County, which consent shall not be unreasonably withheld.

18. Successors and Assigns.

The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

19. Indemnification.

Vendor agrees to indemnify and hold harmless the County and its officers, governing body, employees, and agents against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, arising out of or caused by Vendor's or its employees, agents, or subcontractors' actions, activities, or omissions, arising in any way out of or resulting

from any of the work, services, or items to be provided under this Purchase Order. In the event that suit is brought against the County, its officers, governing body, and/or its employees (either independently or jointly with the Vendor), arising out of this Purchase Order and/or the goods and/or services that are the subject of this Purchase Order, the Vendor shall defend the County, its officers and employees, in any such suit at no cost to them. In the event that final judgment is obtained against the County, its officers and/or its employees, either independently or jointly with the supplier, then the Vendor shall pay such judgment, including costs and attorneys' fees, if any, and hold the County, its officers and employees, harmless therefrom.

20. Governing Law and Forum Selection.

By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in Roanoke County, Virginia, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

21. Acceptance – Entire Agreement - Modification.

Acceptance of this Purchase Order shall be limited to the terms and conditions herein or as modified pursuant to the procedure set forth herein. To the extent that any terms and conditions in the Vendor's acknowledgment, bid, or other forms conflict with those contained in this Purchase Order, those contained in the Purchase Order shall prevail. This Purchase Order shall be deemed accepted and agreed to upon the commencement of performance by the Vendor. County rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time, irrespective of County's acceptance of or payment for Vendor's items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon County unless signed by an authorized representative of County's purchasing office. Vendor's shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.

IFB # 2023-093
ATTACHMENT D: DEPARTMENT OF THE ARMY PERMIT

IFB#: 2023-093 - Stream & Wetland Mitigation Credits for the East Roanoke River Greenway through Explore Park
Revised 4.2023



**DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NORFOLK DISTRICT
FORT NORFOLK
803 FRONT STREET
NORFOLK VA 23510-1011**

February 16, 2023

Special Projects Section
NAO-2022-02750 / VMRC#22-V2684 (Roanoke River)

County of Roanoke
Attn: David Henderson
5204 Bernard Drive
Roanoke, Virginia 24018

Dear Mr. Henderson:

This is regarding your Department of the Army permit application number NAO-2022-02750 (VMRC #22-2684) to permanently impact 434 square feet of forested wetlands and permanently impact 462 linear feet of streams and temporarily impact 115 linear feet of streams for the construction of a 1.4-mile path. The work will occur between Lot D off Salem Turnpike and Lot E near Rutrough Point, southeast of the City of Roanoke, Virginia. These impacts are detailed on the enclosed drawings entitled "The Roanoke River Greenway Through Explore Park, Impact Plate Locations" prepared and submitted on behalf of the applicant by AECOM and dated January 2023 (attached).

A delineation of waters, including wetlands, was included with your permit application. This permit verification letter is not confirmation of the submitted wetland delineation. During our review of the proposed impacts, we only examined the delineation of the waters, including wetlands, within the impact areas.

Your proposed work as outlined above satisfies the criteria contained in the Corps Nationwide Permit 23, attached. Certain Corps Nationwide Permits were published in the December 27, 2021, Federal Register notice (86 FR 73522) and the regulations governing their use can be found in 33 CFR 330 published in Volume 56, Number 226 of the Federal Register dated November 22, 1991.

This nationwide permit verification is contingent upon the following project specific conditions:

SPECIAL CONDITIONS:

1. Prior to any impacts authorized by this permit you must provide proof of purchase of 0.02 acres of wetland credits and 493 stream credits from approved wetland and stream mitigation banks that service the watershed of impact.
2. All temporarily impacted stream must be restored to preconstruction conditions upon completion of the work.

Provided the project specific conditions (above), Regional Conditions, and the Nationwide Permit General Conditions (enclosed) are met, an individual Department of the Army Permit will not be required. To assist in your compliance with NWP General Condition #30, enclosed is a "compliance certification" form, which must be signed and returned within 30 days of completion of the project, including any required compensatory mitigation.

Please be aware that a permit may be required from the Virginia Marine Resources Commission and/or your local wetlands board, and this verification may not be valid until you obtain their approval, if necessary. This authorization does not relieve your responsibility to comply with local requirements pursuant to the Chesapeake Bay Preservation Act (CBPA), nor does it supersede local government authority and responsibilities pursuant to the Act. You should contact your local government before you begin work to find out how the CBPA applies to your project.

This verification is valid until the Nationwide Permit is modified, reissued, or revoked. This Nationwide Permit 23 is scheduled to be modified, reissued, or revoked prior to March 14, 2026.

It is incumbent upon you to remain informed of changes to the Nationwide Permits. We will issue a public notice when the Nationwide Permits are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the Nationwide Permit to complete the activity under the present terms and conditions of this Nationwide Permit unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 330.4(e) and 33 CFR 330.5 (c) or (d). Project specific conditions listed in this letter continue to remain in effect after the Nationwide Permit verification expires unless the district engineer removes those conditions. Activities completed under the authorization of a Nationwide Permit which was in effect at the time the activity was completed continue to be authorized by that Nationwide Permit.

In granting an authorization pursuant to this permit, we relied on the information and data provided by the permittee. If we determine that this information is false or incomplete, we may suspend or revoke, in whole or in part, this authorization and institute appropriate legal proceeding.

If you have additional questions or concerns about this permit authorization, please contact the office by telephone at (757) 201-7793 or by email at robert.a.berg@usace.army.mil.

Sincerely,

Robert Berg

Robert Berg
Special Projects Section

Enclosure(s)

cc:
AECOM