



**PURCHASE OF STREAM MITIGATION BANK CREDITS FOR
BATTLEFIELD PARKWAY – EDWARDS FERRY TO FORT
EVANS ROAD**

IFB No. 08303-FY14-01

Issue Date: November 6, 2013

Bid Due Date: November 18, 2013, 3:00 PM

Remittance Address: Town of Leesburg
c/o Capital Projects
25 W. Market St.
Leesburg, VA 20176

Procurement Contact: Renée LaFollette, P.E. Director
Office of Capital Projects
703-737-6071

NOTICE OF ADDENDA: Any addenda to this BID will be posted on the Town's bid board and will only be emailed to those firms who have registered on the Bid Board. It is the firm's responsibility to provide a correct email address for the bid board, and to be aware of any addenda.

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**TOWN OF LEESBURG
ADVERTISEMENT FOR BID**

**BATTLEFIELD PARKWAY – EDWARDS FERRY TO FORT EVANS ROAD
PURCHASE OF STREAM MITIGATION BANK CREDITS
IFB No. 08303-FY14-01**

SEALED BIDS for the above project WILL BE RECEIVED by Ms. Renée LaFollette, P.E., Director, Office of Capital Projects for the Town of Leesburg, either by mail or hand delivered to 25 West Market Street, Leesburg, VA 20176, **UNTIL BUT NO LATER THAN 3:00 p.m., Monday, November 18, 2013.** Bids shall be marked “Sealed Bid for the Battlefield Parkway – Edwards Ferry to Fort Evans Road – Purchase of Stream Mitigation Bank Credits Bid Date – Monday, November 18, 2013 – 3:00 P.M.” Bids will be opened and read aloud at 25 West Market Street, Lower Level Conference Room 2, at that date and time.

All questions regarding this bid must be received in writing by email at CapitalBidQuestions@leesburgva.gov or by fax at 703-737-7065 until but no later than 5:00 P.M. on Thursday, November 14, 2013.

The project includes stream compensation credits and all incidentals related thereto.

The Town reserves the right to perform all, part, or none of the work.

Bid Documents are available for download from the Town’s Bid Board at <http://www.leesburgva.gov/index.aspx?page=266> and may be obtained beginning Wednesday, November 6, 2013. Contact Cindy Steyer at 703-737-2302 or csteyer@leesburgva.gov with questions about obtaining these bid documents. **All addenda issued for this project will only be posted on the Town’s Bid Board.**

Renée LaFollette, P.E., Director
Office of Capital Projects

I. PURPOSE - The intent of this Invitation for Bid is to solicit bids from qualified stream mitigation banks for the purchase of up to 951 stream compensation credits from an approved mitigation bank serving Virginia Department of Conservation and Recreation (DCR) Hydrologic Unit Code 02070008. The mitigation bank credits will provide compensatory mitigation for proposed permanent impacts intermittent and ephemeral stream channel associated with the headwaters of unnamed tributaries of Cattail Branch. The impacts are associated with the construction of Battlefield Parkway – Edwards Ferry to Fort Evans Road Improvements Project in the Town of Leesburg.

II. MINIMUM QUALIFICATIONS FOR MITIGATION CREDITS -

Only those bidders who satisfy the following criteria shall be eligible for this contract and considered for further evaluation:

1. Bidders shall be the owner or authorized representative of a stream mitigation bank that is approved by the ACOE and DEQ. The mitigation bank shall be active and operating in compliance with applicable federal and state permits, laws, and regulations and be in good regulatory standing.
2. The mitigation bank must have within its approved geographic service area the Department of Conservation and Recreation’s HUC 02070008 which covers a portion of the land with Loudoun County, Virginia, and includes the proposed construction site. A copy of the bank’s Geographic Service Area Map or equivalent must be provided with the bid submission.
3. The mitigation bank shall have released for sale by the ACOE and available for contract purchase at the time of bid submission the required number of stream credits specified herein. A copy of the bank’s current ledger must be provided with the bid submission as proof of the number of mitigation credits available and approved for sale by the ACOE.
4. The mitigation bank shall include with its bid submission the bank’s typical Agreement for Credit Purchase & Sale.

III. CONTRACT TERMS AND CONDITIONS

1. Procedures - The extent and character of the services to be performed by the Contractor shall be subject to the general control of and approval by authorized Town representatives. The Contractor shall not comply with requests and/or orders issued by other than the authorized representatives acting within their authority for the **Town**. Any change to the contract must be approved in writing by the Director of Capital Projects and the Contractor prior to the effective date of the change.
2. Contract Requirements –
 - A. Within five (5) business days of award of the contract, the selected awardee(s) shall provide a Letter of Credit Availability to the **Town** for submission to the

ACOE and DEQ, verifying that the mitigation bank has stream credits available and awarded for this project.

B. Within ten (10) business days of full payment of contract, the awardee(s) shall provide a Bill of Credit Sale to the **Town** for submission to the ACOE and DEQ, verifying that the required amount of stream credits have been purchased by the **Town**, and that the credits have been debited from the mitigation bank's credit ledger for the Sycolin Road Phase III Road Improvement project. An updated Bank Ledger reflecting credits purchased by the **Town** from the bidder, and ACOE credit release letter shall also be provided by the awardee (s).

C. The above referenced documentation shall indicate the name of the Bank, the HUC from which the credits originate, the date, and the exact number of credits approved, released and sold to the **Town**.

3. License Requirement - All firms doing business in Leesburg are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in Leesburg are exempt from this requirement. Questions concerning the BPOL Tax should be directed to bl@leesburgva.gov.

4. Hold Harmless Clause - The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the **Town**, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any negligent act or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.
5. Ethics in Public Contracting - The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the **Town**. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

6. Employment Discrimination by Contractors Prohibited

Every contract of over \$10,000 shall include the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
2. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

8. Faith Based Organizations – The Town of Leesburg, VA does not discriminate against faith-based organizations.

9. Cooperative Procurement - As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.
10. Assignment of Contract - This contract may not be assigned in whole or in part without the prior written consent of the Purchasing Agent or appointed designee.
11. Severability - In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.
12. Applicable Laws - This contract shall be governed in all respects by the laws of the Commonwealth of Virginia.

IV. INSTRUCTIONS TO BIDDERS

1. Submission of Bids - Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information as requested or required. Be sure bid container is completely and properly identified. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the Director of Capital Projects BEFORE the hour specified as the bid opening date on the cover sheet of this IFB. Bids may be mailed or hand delivered to 25 W. Market St., Leesburg, VA 20176. All bids must be received prior to the listed bid due date and time.
2. Submission Requirements – the following documents must be received with the bid:
 - a. Company Information page complete and signed;
 - b. Completed bid pricing sheet;
 - c. Copy of current calendar year bank ledger;
 - d. Copy of the Credit Release letter from the Army Corps of Engineers;
 - e. Copy of the Banking Instrument;
 - f. Copy of bidder's typical Agreement for Credit Purchase and Sale;
 - g. Copy of bidder's business license;
 - h. Virginia SCC compliance form, completed and signed;
 - i. Certificate of Insurance;
 - j. W-9.

3. Inquires - Inquires pertaining to Invitation for Bid must give IFB number, title and opening and must be in writing. Questions should be sent via email to capitalbidquestions@leesburgva.gov.
4. Firm Pricing for **Town** Acceptance - Bid price must be firm for **Town** acceptance for 90 days from bid opening date.
5. Unit Price - Bid unit price on quantity specified -- extend and show total. Unit prices shall govern.
6. Proprietary Information - Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.
7. Authority to Bind Firm in Contract - Bids MUST give full LEGAL firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page.
8. Correction or Withdrawal of Bids and Cancellation of Awards Under Competitive Sealed Bidding - Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted at the **Town's** discretion. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the **Town** or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.
9. Late Bids - LATE bids not be accepted and will be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

10. Rights of Town - The **Town** reserves the right to accept or reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the **Town**.
11. Deviations from Scope of Services - If there is any deviation in any bid from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The **Town** reserves the right to determine the responsiveness of any deviation.
12. Vendor Preference in Tie Bids - The Division of Procurement and all other departments of the **Town** making purchases of goods, services or construction shall give preference to goods, services or construction sold by **Town** and State vendors, in that order, in all cases of tie bids, quality and service being equal.
13. Anti-Trust Violations - Consistent and continued tie bidding could cause rejection of bids by the Division of Procurement and/or investigation for Anti-Trust violations.
14. Basis for Award - The Town reserves the right to award multiple contracts if it is in the best interest of the Town. In such a case, the award will be made to the lowest responsive and responsible bidder with the lowest total unit price for the requested stream compensation credits and to the lowest responsive and responsible bidder with the lowest total unit price for the requested wetland credits. A single contract may be awarded if the same firm provides the lowest price on both the stream compensation credits and the wetland credits.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.
15. Notice of Award - A Notice of Award will be posted on the **Town's** Bid Board located at www.leesburgva.gov. If the value is over \$100,000, a Notice of Award will be posted in Town Hall as a Council Agenda item and also posted to the Town's Bid Board.
16. Contract Document – The successful contractor(s) will be required to provide their standard Agreement for Credit Purchase & Sale that will be subject to review and approval by the Town Attorney.
17. Protest - Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

18. Registering of Corporation - Any corporation transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733.

BID FORM – Company Information

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____
Address _____
Contact Person _____ Title _____
Telephone No. _____ Email _____
Organized under the laws of the State of _____
Federal Id Number _____ Registered Agent _____
State Corp. Comm. Registration No. _____ (or attach Certificate of Good Standing)

List the names and addresses of all persons having ownership of 3% or more in the company:

Name	Address
_____	_____
_____	_____
_____	_____

The Town of Leesburg requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the Town shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT - I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Town of Leesburg, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____ Date _____
Name (Printed) _____ Title _____

BIDDER MUST RETURN THIS FORM WITH BID



**INVITATION FOR BID
TOWN OF LEESBURG**

25 W. Market Street
Leesburg, VA 20176

BID FORM – PRICING PAGE

Date	Subject: Battlefield Parkway – Edwards Ferry to Fort Evans Road Improvements – Purchase of Stream Mitigation Bank Credits	Bid Due Date: Monday, November 18, 2013 at 3:00 p.m.	IFB NO. 08303-FY14-01
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Bidder Information	Delivery within _____ Days ARO
	Terms _____ % _____ No of Days or _____ NET 30 Days
	F.O.B. Destination

Instructions to Bidders: Bids must be sealed with appropriate markings on the outside of the envelope or container. Quote lowest possible price and best delivery on items or services listed below. Advise what discount, if any, will be allowed for payment within a specified time. Terms and delivery date must be specified. Complete all items. Subject to terms and conditions on ATTACHED SHEETS.

Estimated Quantity	Item and Description	Per Unit Price	Extended Price
951	Stream Compensation Credits	_____.	_____.

Bidder Guarantees product or services offered will meet or exceed specifications identified in this Invitation for Bid, subject to all conditions stated herein and on the attached sheets.

By _____ Title _____ Date _____.