



Loudoun County, Virginia

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## INVITATION FOR BID

### STORMWATER FACILITY JC77 WET POND RETROFIT

ACCEPTANCE DATE: **Prior to 4:00 p.m., February 26, 2026 (Local “Atomic” Time)**

IFB NUMBER: RFQ 692012

ACCEPTANCE PLACE: Loudoun County Government Offices  
1 Harrison Street, S.E.  
**1st Floor, Procurement Bids and Proposals Drop Box**  
Leesburg, Virginia 20175

Please contact the Contracting Officer designated on the front cover of the solicitation with any questions regarding this process. Bidders are strongly encouraged to check the County’s website routinely for updates.

#### **IMPORTANT NOTES:**

- A. To obtain Plans and Specifications (Attachment 1) for this Project, prospective Bidders must email the Contracting Officer to request file access. Upon receipt of a request, the Contracting Officer will provide a secure Microsoft OneDrive link to the shared folder containing the project documents.
- B. An **optional Pre-Bid Conference** will be held virtually on **February 4, 2026, at 11:00 a.m.** to provide clarification on the project requirements and expectations outlined in this solicitation.

See the Microsoft Teams log in information provided below. Bidders may not participate in the Pre-Bid Conference in-person at this time.

**Join on your computer, mobile app or room device**

**[Join the meeting now](#)**

**Meeting ID:** 284 185 626 119 50

**Passcode:** qE27x6hH

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 757-600-4923, 532520130#](#) United States, Norfolk

[Find a local number](#)

**Phone conference ID:** 532 520 130#

- C. Site Inspection. Instructions for participating in a County-led site inspection can be found in Section 22, Instruction to Bidders, Paragraph [22.5](#). Please read this Section carefully, as specific dates may be established for registering for the site inspection.
- D. Bid forms may be downloaded from the County's website: [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

**Important:** The County's website is the only official source for this Invitation for Bid and all associated documents, addenda, and updates. Bidders are responsible for monitoring the County's website for the most current information.

Information obtained from third-party websites (including eVA, plan rooms, or other posting services) may be incomplete or outdated, and the County is not responsible for any errors or omissions resulting from reliance on such sources.

**The terms and conditions contained in this Invitation for Bid and in the County-Contractor Agreement (Attachment 2) are not negotiable.**

Requests for information related to this Invitation for Bid should be directed to:

Beth A. Cioni  
Contracting Officer  
(571) 627-7414  
[Beth.Cioni@loudoun.gov](mailto:Beth.Cioni@loudoun.gov)

Issue Date: January 23, 2026

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

**INVITATION FOR BID  
STORMWATER FACILITY JC77 WET POND RETROFIT**

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Attachments below are incorporated or incorporated by reference into this Invitation for Bid and Contract Documents:

- |               |   |
|---------------|---|
| ATTACHMENT 1: | PLANS DATED DECEMBER 15, 2025, AND TECHNICAL SPECIFICATIONS DATED JUNE 2025 |
| ATTACHMENT 2: | COUNTY-CONTRACTOR AGREEMENT (contained herein)                              |
| ATTACHMENT 3: | PREVAILING WAGE DETERMINATION – LOUD-26-0004                                |
| ATTACHMENT 4: | SPECIAL PROVISIONS  |
| ATTACHMENT 5: | GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT                             |
| ATTACHMENT 6: | ESCROW AGREEMENT  |
| ATTACHMENT 7: | SITE VISIT LOCATION MAP   |

Authorized By: /s/ Beth A. Cioni Date: 01/23/2026  
Contracting Officer

# STORMWATER FACILITY JC77 WET POND RETROFIT

## 1.0 PURPOSE

The intent of this Invitation for Bid (IFB) is for the County of Loudoun, Virginia (County) to obtain the services of a qualified General Contractor to perform the Work to retrofit and convert Stormwater Facility JC77 from a Level I Wet Pond to a Level II Wet Pond within South Riding Section 65, a platted subdivision of the South Riding community (the "Project"). The Work includes removal, hauling, and disposal of accumulated sediment; installation of one (1) sediment forebay at existing inflows; construction of one (1) wetland cell and one (1) main pond cell with safety and aquatic benches; replacement of gravel on the existing dam embankment access road; and installation of landscape plantings. The Project will require the removal of approximately 1,000 cubic yards of cut material.

The Project is located within Section 65 of the South Riding community, adjacent to Conklin Community Park at 25710 Donegal Drive, Chantilly, Virginia 20152. The Project limits span over two (2) parcels, one (1) owned by South Riding Proprietary and one (1) owned by the County Board of Supervisors.

## 2.0 COMPETITION INTENDED

It is the County's intent that this IFB permits competition. It shall be the Bidder's (i.e. any entity submitting a bid in response to this IFB) responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close.

## 3.0 PREVAILING WAGE RATES

Remuneration to any individual performing Work on the County Construction Contract resulting from this IFB shall be at a rate equal to or greater than to the prevailing wage rate identified in **Attachment 3** to this IFB.

- 3.1. The General Contractor awarded a County Construction Contract as a result of this IFB, and any sub-contractors hired by the General Contractor to perform Work on the County Construction Contract resulting from this IFB, shall pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform Work in connection with the resulting County Construction Contract at or greater than the prevailing wage rate identified in this IFB.
- 3.2. Any General Contractor or any subcontractor who employs any mechanic, laborer, or worker to perform Work under the County Construction Contract resulting from this IFB, at a rate that is less than the prevailing wage rate identified in this IFB (i) shall be liable to such individuals for the payment of all wages due, plus interest at an annual rate of eight-percent (8%) accruing from the date the wages were due; and (ii) shall be disqualified from bidding on public contracts with any public body until the contractor or subcontractor has

made full restitution of the amount described in clause (i) owed to such individuals. A contractor or subcontractor who willfully violates this Section is guilty of a Class I misdemeanor.

- 3.3. After award of the County Construction Contract, the General Contractor to whom such contract is awarded shall certify under oath to the Commissioner of Labor and Industry the pay scale for each craft or trade employed on the Project to be used by such contractor and any of the contractor's subcontractors for work to be performed under such public contract. This certification shall, for each craft or trade employed on the Project, specify the total hourly amount to be paid to employees, including wages and applicable fringe benefits, provide an itemization of the amount paid in wages and each applicable benefit, and list the names and addresses of any third-party fund, plan or program to which benefit payments will be made on behalf of employees. The certification shall be sent to the Commissioner of Labor and Industry each pay period for the duration of the Project.
- 3.4. The General Contractor awarded a County Construction Contract as a result of this IFB, shall keep, maintain, and preserve (i) records relating to the wages paid to and hours worked by each individual performing the work of any mechanic, laborer, or worker and (ii) a schedule of the occupation or work classification at which each individual performing the work of any mechanic, laborer, or worker on the public works project is employed during each workday and week. The employer shall preserve these records for a minimum of six (6) years and make such records available to the Department of Labor and Industry within ten (10) days of a request and shall certify that records reflect the actual hours worked and the amount paid to its workers for whatever time period they request.
- 3.5. No later than ten (10) days after the date of the Notice to Proceed, the General Contractor awarded a County Construction Contract as a result of this IFB and subcontractors performing on a County Construction Contract shall post the prevailing wage rate for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the Work or at any such places as are used by the contractor or subcontractors to pay workers their wages. Within ten (10) days of such posting, a contractor or subcontractor shall certify to the Commissioner of Labor and Industry its compliance with this subsection.
- 3.6. The General Contractor awarded a County Construction Contract as a result of this IFB shall include the requirement in all subcontracts issued and require the same requirement to be inserted by all lower tier subcontractors in their subcontracts to pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform Work in connection with the resulting County Construction Contract at or greater than the prevailing wage rate identified in this IFB.

- 3.7. Information regarding Prevailing Wage Rates and the Department of Labor and Industry Forms can be found at <https://www.doli.virginia.gov/prevailing-wage-law/>.

#### **4.0 BIDDER MINIMUM QUALIFICATIONS**

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. All Bidders must submit the documentation and information indicated below with their bid. Failure to provide any of the required documentation/information will be cause for bid to be deemed non-responsive and/or non-responsible and rejected.

The following criteria shall be met in order to be eligible for this Contract:

- 4.1 Debarment: By signing the Pricing Page contained in the IFB, Bidders are certifying that Bidder is not currently debarred by any local or state government or the federal government. Bidders shall provide in their bid, documentation related to all debarments that occurred within the last ten (10) years.
- 4.2 By signing the Pricing Page contained in this IFB, the Contractor certifies that it is not disqualified from bidding for a violation of the Commonwealth of Virginia prevailing wage law.
- 4.3 Provide evidence of a Contractor's certificate of registration, whether resident or nonresident of Commonwealth of Virginia, as required by the following:
- Registered Commonwealth of Virginia Contractor: Class A. Include a copy of the Class A Contractors license in your bid.
- 4.4 Verification of Bonding Capability. Bidder shall include in their bid a letter from a surety or insurance company (with a Best's Financial Strength Rating of A or better and Financial Size Category VII or higher by A.M. Best Co.) stating that the Bidder is capable of obtaining a performance and payment bond based on the Bidder's estimated contract value for the construction of the Project, which bonds will cover the Project and any warranty periods. The letter of surety shall clearly state the rating categorization noted above and reference the estimated contract value as identified herein, in a manner similar to the notation provided below:

"As surety for [the above named Contractor], [XYZ Company] with A.M. Best Financial Strength Rating [rating] and Financial Size Category [Size Category] is capable of obtaining 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the Project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm be the successful Bidder and enter into a contract for this Project." This letter shall also state the Bidder's per project and total bonding program limits and that the Surety is authorized/licensed to do business in the Commonwealth of Virginia.

#### 4.5 Experience requirements for the General Contractor.

##### A. Minimum Experience Requirements

The General Contractor submitting a bid must demonstrate successful experience constructing pond, wetland, or stormwater management projects of similar size, scope, and complexity to the Work described in this IFB. Demonstration of this experience shall be by means of providing three (3) project references, each with a minimum construction cost of \$500,000, that have been completed within the past seven (7) years from the date of this IFB. All project references provided must demonstrate successful experience in the type of construction required by this Project.

##### B. Project Reference Requirements

Each submitted reference should include the following:

- Name and location of the project
- Name of the project manager and superintendent directly responsible for the Work
- Initial and final construction cost
- Final completion date
- Any penalties assessed (e.g., liquidated damages)
- Project description that includes a summary sufficient to demonstrate relevance to the scope of this Project
- Owner contact information
- Architect/Engineer contact information

##### C. By submitting references, the Bidder releases all listed contacts from liability related to information provided.

The County reserves the right to verify all reference information. Non-responsive references may result in the County requiring substitute references that meet the criteria herein.

##### D. A successfully completed project shall meet all the following conditions:

1. Completed within the original or approved contract time, including any owner-approved time extensions
2. Completed at or below the contract award amount, including any owner-approved cost change orders
3. Completed in full compliance with contract documents

## 5.0 SPECIFICATIONS

The Work to be performed as a result of this IFB shall be in accordance with the Plans dated December 15, 2025, and the Technical Specifications dated June 2025, prepared by Kimley-Horn and Associates, Inc.

5.1 The following document shall be incorporated into the Contract Documents:

- Special Provisions (**Attachment 4**)

5.2 Coordination of Plans, Standard Drawings, Technical Specifications, and Special Provisions

The Plans, Technical Specifications, Special Provisions, and other Contract Documents are part of the Contract. A requirement occurring in one Contract Document shall be as binding as though occurring in all. The Contract Documents are intended to be complementary and to include, describe, and provide all items necessary for the Contractor's proper and complete performance of the Work.

In case of a discrepancy, the following order of priority will apply, with the highest governing item appearing first and the least governing item appearing last:

- Special Provisions
- Plans
- Technical Specifications

The Contractor shall not take advantage of any obvious or apparent ambiguity, conflict, error, or omission in the Plans or the Contract. If, after beginning Work, the Contractor discovers an ambiguity, conflict, error, or omission in the Contract, he shall immediately notify the Engineer before proceeding further with the affected Work. The Engineer will then make corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract.

5.3 The Contractor shall perform all services described herein in accordance with the specifications, standards, and requirements set forth by the County.

## **6.0 GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

The General Conditions of the Construction Contract contained in **Attachment 5** to this Invitation for Bid are incorporated into the Contract Documents.

## **7.0 DISCREPANCIES**

Should a Bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the Bidder shall request clarification from the County in writing, not later than the date established in the Instructions to Bidders. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement). Failure to request such a clarification is a waiver of any claim by the Bidder for additional expenses because its interpretation was different than the County's.

## **8.0 BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSE REQUIREMENT**

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL)" Tax Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

## **9.0 PAYMENT OF TAXES**

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

## **10.0 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE**

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

## **11.0 ETHICS IN PUBLIC CONTRACTING**

The provisions contained in §§ 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 County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 *et seq.*), the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply

notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

## **12.0 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED**

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

- A. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, status as a military family, 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.
  - 2. 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.
  - 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **13.0 PROHIBITION OF FORCED OR INDENTURED CHILD LABOR**

- A. During the performance of this Contract, the Contractor certifies and agrees to: (i) the prohibition in use of forced or indentured child labor in the performance of the Contract, and (ii) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. For the purposes of this Section, "forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

## **14.0 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 purposes 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.

## **15.0 FAITH-BASED ORGANIZATIONS**

The County does not discriminate against faith-based organizations.

## **16.0 EXEMPTION FROM TAXES**

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this Section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

## **17.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS**

Within fifteen (15) calendar days after the effective date of the County–Contractor Agreement, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the Contract:

- A. A performance bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a A.M. Best's Financial Strength Rating of at least A or better and in a financial size of category VII or higher, or otherwise secured in a manner satisfactory to the County, for the faithful performance of the Contract in strict conformity with the plans, specifications, and conditions of the Contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract; and

- B. A payment bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a A.M. Best's Financial Strength Rating of at least A or better and in a financial size of category VII or higher, or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract.
- C. The amount of the performance and payment bonds shall increase without the necessity of any action by the County, to the same extent the Contract Price increases due to changes.
- D. All sureties providing bonds shall give written notice to the County at least thirty (30) days prior to the expiration or termination of the bond(s).
- E. If at any time, any surety or sureties become insolvent or are determined by the County to be unable to adequately secure the interests of the County, the Contractor shall within thirty (30) days after such notice from County to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to County. The premium on such bond(s) shall be paid by the Contractor at no additional cost to the County provided reasonable justification can be provided by the County for its determination.
- F. The Contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the Contract with such subcontractor.
- G. The successful Bidder's failure to furnish to the County acceptable bonds, within fifteen (15) days after the effective date of the County – Contractor Agreement shall be considered just cause for cancellation of the award and forfeiture of the construction contract bid security. In such event, the bid guaranty shall become the property of the County, not as a penalty but in liquidation of damages sustained.

## **18.0 CONSTRUCTION CONTRACT BOND FORMS AND COPIES; ALTERNATIVE FORMS**

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a Contractor may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall be granted only upon the determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

## **19.0 CONSTRUCTION CONTRACT RETAINAGES**

The Contractor shall be paid ninety-five percent (95%) of the earned sum when payment is due, with not more than five percent (5%) being retained to assure faithful performance of the Contract. All amounts withheld may be included in the final payment. Any subcontract which provides for similar progress payments shall be subject to the same limitations.

## **20.0 ESCROW ACCOUNT FOR RETAINED FUNDS**

Provided the Bid price exceeds \$200,000.00 and subject to the provisions of §2.2-4334 of the Virginia Public Procurement Act, the Bidder shall have the option to request use of an escrow account procedure for utilization of funds retained by the County and may request use of this option by so indicating in the space provided on the Bid Form. If the Contractor elects to use the Escrow account procedure, the "Escrow Agreement" form included with this bid (**Attachment 6**) shall be executed by the Contractor and submitted to the Purchasing Agent within fifteen (15) calendar days of notification by the County that its bid has been accepted. If the "Escrow Agreement" is not submitted within the fifteen (15) day period, the Contractor shall forfeit such rights to the use of the escrow account procedure.

In order to have retained funds paid to an escrow agent, the Contractor, the escrow agent and the surety shall execute an Escrow Agreement form and submit same to the County for approval. The Contractor's escrow agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The Escrow Agreement form shall contain the complete address of the escrow agent and surety, and an executed Escrow Agreement will be authority for the County Administrator, or his designee, to make payment of retained funds to the escrow agent. After approving the Escrow Agreement, the County will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the escrow agent.

The escrow agent may, in accordance with stipulations contained in the Escrow Agreement, invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.

Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the County Administrator, or his designee. When the final pay application is released for payment, the County will direct the escrow agent to settle the escrow account by paying the Contractor or the County monies due them as determined by the County Administrator, or his designee. The County reserves the right to recall retained funds and to release same to the surety upon receipt of written requests from the Contractor or in the event of default.

## **21.0 AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

A Contractor organized as a stock or nonstock corporation, limited liability company,

business trust, limited partnership, or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act, Sections 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this Section.

## **22.0 INSTRUCTIONS TO BIDDERS**

### **22.1 Preparation and Submission of Bids**

- A. 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 the Contractual obligations.
- B. Pricing must be submitted on IFB Pricing Page only. Include other information, as required.
- C. All bids shall be signed by an individual authorized to bind the firm, such as the owner or a principal.
- D. All attachments to the IFB requiring execution by the Bidder are to be returned with the bids.
- E. Bidders may submit either a physical (hard copy) response **or** an online electronic response to this solicitation as provided in the instructions below. If the County receives both an online electronic submission and a physical (hard copy) submission for the same solicitation, then the online electronic bid shall take precedence over the physical (hard copy) submission, unless the Bidder specifically states otherwise in their response.
- F. *Instructions for Submitting a Physical (Hard Copy) Bids*
  - 1. All physical (hard copy) bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening, the title of the IFB, the name of the firm, and the firm's complete return address.
  - 2. Physical (Hard Copy) bids may be submitted via one of the following options:

#### **US Mail to:**

County of Loudoun, Virginia  
Division of Procurement  
PO Box 7000

Leesburg, Virginia 20177-7000.

**OR**

**Hand delivered to:**

County of Loudoun, Virginia  
Division of Procurement  
1 Harrison Street, S.E. 1st Floor

**Procurement Bids and Proposals Drop Box**

Leesburg, Virginia 20175

**OR**

**Private carrier (UPS/FedEx) to:**

Loudoun County Procurement  
1 Harrison Street, S.E.,

**ATTN: PROCUREMENT BIDS & PROPOSALS**

Leesburg, Virginia 20175

**Please note:** Bidders choosing to submit bids via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure bids are received on time. Overnight delivery does not guarantee that the bid will be delivered to the appropriate location prior to the Acceptance Date and Time.

3. Failure by a Bidder to address and label their submission in accordance with the requirements of this Section may result in submission being delivered to an incorrect location which will ultimately result in rejection for late submission.
4. Each firm shall submit one (1) original physical hard copy and one (1) electronic copy (in PDF format) on a USB flash drive. All materials shall be delivered to the County's Division of Procurement as indicated on the cover sheet of this IFB.

G. *Instructions for Submitting Online Electronic Bids*

1. Electronic submissions may be submitted through the County's iSupplier system. Bidders can access iSupplier by clicking here: [https://ebsprdx.loudoun.gov/OA\\_HTML/AppsLocalLogin.jsp](https://ebsprdx.loudoun.gov/OA_HTML/AppsLocalLogin.jsp).  
**Faxed and/or e-mailed bids will not be accepted.**
2. Registration and access to iSupplier is free. iSupplier registration is **MANDATORY** to submit an online electronic response. To learn more and register, please visit <https://www.loudoun.gov/926/BiddersSuppliers-Registration>. iSupplier account set-up, approval, and/or updates may take up to **five (5)** business days. Bidders should confirm their ability to access and use iSupplier well in advance of the solicitation

Acceptance Date and Time to allow sufficient time to request technical support, if needed.

3. Bidders must acknowledge and accept the County's Online Submission Terms and Conditions prior to submitting an online response.
4. Guides for registration and submitting an online electronic bid using iSupplier are available on the County's website at <https://www.loudoun.gov/926/BiddersSuppliers-Registration> . These guides provide detailed instructions for online electronic bid submission.
  - a. iSupplier Registration: Loudoun iSupplier Guide.
  - b. Instructions for submitting online electronic bids: iSupplier Guide for Suppliers – Sourcing (Solicitations/Bid Opportunities).
  - c. Frequently Asked Questions.
5. The file(s) attached to the online electronic bid must be in PDF format unless otherwise stated. Encrypted or password protected files are prohibited. Bidders assume all risks and are solely responsible for ensuring the County is able to access, open, and download file(s) attached to their bid. Electronic links to bids are prohibited. If the County is unable to access or open any file(s) associated with the online electronic submission, the County will consider those file(s) as not submitted. Bidders are cautioned to ensure that the files attached to bid are complete. Bid submission forms must be completed legibly and in their entirety; and all required supplemental information, including addenda, must be furnished and presented in an organized, comprehensive, and easy to follow manner.
6. An online electronic bid is not considered successfully submitted unless all necessary files have been uploaded and the online electronic bid response status is "**Active**". An iSupplier system generated e-mail confirmation receipt with a unique confirmation number will be provided once submission is complete. Bidders are responsible for the consequences of any failure to plan ahead in the submission of its bid. Incomplete online electronic responses in "**Draft**" status will not be accepted.
7. For technical assistance, please contact the Division of Procurement at (703) 777-0403 or via email at [suppliers@loudoun.gov](mailto:suppliers@loudoun.gov). Please note that County staff will not be able to view your draft online submission and will only be able to provide general assistance related to system use and access.

8. Online electronic bids are sealed and cannot be opened until the Acceptance Date and Time specified.
  9. Bidders may withdraw their online electronic bid submission prior to the Acceptance Date and Time. A new online electronic bid may be submitted to facilitate changes up through the Acceptance Date and Time specified.
- H. Bids must be received by the Division of Procurement prior to 4:00 p.m., Eastern Time on the date specified on the cover of the IFB. Time can be verified by visiting <https://www.time.gov>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by the County after the Acceptance Date and Time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.
- J. A public bid opening will be held virtually using Microsoft Teams at approximately 4:15 p.m. on the Acceptance Date. See the Microsoft Teams log in information provided below. To participate in the audio portion of the opening, please dial the number provided below and follow the prompts as designated. You may also witness the announcement of the received bids, as they are opened using Microsoft Teams with the instructions provided below. Bidders may not participate in the bid opening in-person at this time.

**Join on your computer, mobile app or room device**

[Click here to join meeting](#)

Meeting ID: 290 482 676 423 00

Passcode: Qp7UL7Z7

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 757-600-4923,496371155#](#) United States, Norfolk

Phone conference ID: 496 371 155#

**22.2 Questions and Inquiries**

Questions and inquiries will be accepted in writing (email) only, from any and all Bidders. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the Bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, time and date of opening, and the title of the IFB. Material questions will be answered in writing with an Addendum provided, however, that all questions are received **by 4:00 p.m. on February 10, 2026**. It is the responsibility of all Bidders to ensure that they have received all Addendums and to include

signed copies with their bid. Addenda can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

- A. Changes to this solicitation that do not affect the scope, price, timing, or requirements are considered informal changes still requiring issuance of an Addendum, but the County may waive failure to include with bid submission as an informality.
- B. Material Changes that affect the scope, quality, quantity, price, timing, or other requirements will require submission of Addendum with bid submission and may not be waived as an informality by the County.

### 22.3 Prevailing Wage Rate Request for Additional Classifications

Bidders' requests for additional Prevailing Wage Rate classifications shall be submitted to the Contracting Officer not later than fifteen (15) days after the Issue Date of this IFB on the Virginia Department of Labor and Industry, Request for Additional Wage Classification Form. The form can be found on the Virginia Department of Labor and Industry website, under Labor Law/Prevailing Wage Law or at <https://doli.virginia.gov/prevailing-wage-law/>. Bidder shall complete and sign the form, and provide sufficient supporting documentation to allow the Virginia Department of Labor and Industry to render a decision. Any requests for additional information from the Virginia Department of Labor and Industry shall be provided to the Contracting Officer within seventy-two (72) hours of receipt. Requests for additional Prevailing Wage Rate classifications received after fifteen (15) days from the Issue date of this IFB will not be responded to.

### 22.4 Exceptions/Additions

No exceptions or additions to the Specifications/Scope of Work or Terms and Conditions shall be permitted. Any questions or concerns regarding any part of the IFB shall be submitted to the Division of Procurement prior to the date specified in the Questions and Inquiries section above. Bids containing any exceptions to the Specifications/Scope of Work or Terms and Conditions or submitting additional terms and conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after bid submission by the successful Bidder shall not be accepted.

### 22.5 Inspection of Site

All Bidders are encouraged to make an on-site inspection of the location where the Work will be performed to become completely familiar with the existing conditions. Failure to conduct an on-site inspection will not relieve the successful Bidder of its obligation to carry out the scope of the resulting Contract.

A County-led site inspection will be held on **February 5, 2026, at 3:00 p.m.** The site inspection will be held rain or shine; attendees should dress appropriately for field conditions. The meeting location is at the Stormwater Facility JC77 Wet Pond, located across the street from 25610 Dabner Drive, Chantilly, Virginia 20152 (GPS Coordinates: 38.909482, -77.521157).

Attendance at the County-led site visit is optional as the site is generally accessible to Bidders. A location map is provided in **Attachment 7**.

Pre-registration for the County-led site visit is encouraged to assist with planning but is not required to attend. To register, email the Contracting Officer at **Beth.Cioni@loudoun.gov** with the subject line: "Register for RFQ 692012 Site Visit." Include the firm name, the name(s) of representative(s) attending, and contact information.

Any questions arising from the site inspection must be submitted in writing to the Contracting Officer prior to the deadline specified in Paragraph [22.2](#) above. Questions received after the deadline will not be considered unless the County determines that responding is in its best interest. Bidders are therefore encouraged to complete their site visit prior to the deadline for submitting questions.

#### 22.6 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of one hundred and twenty (120) days from bid opening date.

#### 22.7 Proprietary Information

The submission of trade secrets or proprietary information with a bid is strongly discouraged. If such information must be submitted by a Bidder in connection with this solicitation, the Bidder must invoke the specific exclusion or exemption that applies and the protection pursuant to [§ 2.2-4342](#) of the Code of Virginia for it to be exempt from disclosure under the Virginia Freedom of Information Act, Virginia Code [§§ 2.2-3700, et seq.](#), as applicable. Bidders must clearly identify the data or other materials to be protected and state the reasons why protection is necessary prior to or upon submission. 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. A Bidder shall not designate as trade secrets or proprietary information: (a) an entire bid; (b) any portion of a bid that does not contain trade secrets or proprietary information; (c) line-item prices or total bid prices, or (d) any information that is readily ascertainable by proper means.

Failure to identify proprietary and confidential information in accordance with [§ 2.2-4342.F](#) of the Code of Virginia may result in the disclosure of information pursuant to a Freedom of Information Act request. Additionally, the County will not notify the Bidder of any request for disclosure of their bid pursuant to a Freedom of Information Act request. Further, the County assumes no liability for the disclosure or use of information contained in a bid if not appropriately marked in accordance with [§ 2.2-4342](#).

#### 22.8 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of Bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature

must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

- If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign.
- If a limited partnership, a general partner must sign.
- If a limited liability company, a “member” may sign or “manager” must sign if so specified by the articles of organization.
- If a regular corporation, the CEO, President or Vice-President must sign.
- Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid.

#### 22.9 Withdrawal of Construction Contract Bid Due to Error

A Bidder for a construction Contract may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to 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 sought to be withdrawn. The Bidder shall give notice in writing of its claim of right to withdraw its bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

#### 22.10 Subcontractors

Please refer to Article 5: Subcontractors, of the County of Loudoun General Conditions of the Construction Contract, **Attachment 5**.

#### 22.11 Late Bids

LATE bids will not be accepted and will be returned to Bidder UNOPENED.

#### 22.12 Rights of County

The County reserves the right to 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 County. Informality shall mean a minor defect or variation of a bid from the exact requirements of the Invitation to Bid which does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

#### 22.13 Prohibition as Subcontractors Under Competitive Sealed Bidding

No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to, or perform any subcontract or other work agreement, for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

#### 22.14 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services, and construction shall give preference to goods, services, and construction sold by Loudoun County and the Commonwealth of Virginia vendors, in that order, in all cases of tie bids, quality and service being equal.

#### 22.15 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for anti-trust violations.

#### 22.16 Basis for Award

Contract award will be made to the lowest responsive and responsible Bidder based upon the lump sum.

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.

#### 22.17 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible Bidder to obtain a Contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low Bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

#### 22.18 Notice of Award

A Notice of Award will be posted on the County's website ([www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)).

#### 22.19 Protest

Bidders may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Department of Finance and Procurement.

#### 22.20 Construction Contract Bid Security

Bid security is required for this Project. Bid security shall be a bond provided by a surety company selected by the Bidder and authorized to do business in Virginia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid. Non-compliance with this provision requires that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner with the security requirements.

The apparent low Bidder's Contract Bid Security shall be subject to forfeiture if the apparent low Bidder withdraws his bid prior to award or fails to sign and return the County–Contractor Agreement (**Attachment 2**). The Contract Bid Security shall be forfeited according to the forfeiture provisions in Code of Virginia (§ 2.2-4336) and the bid guaranty.

#### 22.21 Construction Contract Bond Forms and Copies; Alternative Forms

In lieu of a bid, payment or performance bond, a Bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a Bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon the determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

#### 22.22 Debarment

By submitting a bid, the Bidder is certifying that Bidder is not currently debarred by a local or state government or the federal government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

#### 22.23 Proof of Authority to Transact Business in Virginia

A Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid a statement describing why the Bidder is not required to be so authorized. Any Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this Section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <https://scc.virginia.gov/>.

#### 22.24 W-9 Form Required

Each Bidder shall submit a completed W-9 form with their bid. In the event of Contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

#### 22.25 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the Bidder carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County for submission with the bid.

22.26 Acknowledgement of Contract

By submitting a bid, the Bidder acknowledges that it understands and agrees to the Terms and Conditions contained herein.

22.27 Legal Action

No Bidder or potential Bidder shall institute any legal action until all statutory requirements have been met.

22.28 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents, or subcontractors who will work under the Contract Documents have been convicted of a felony.

22.29 Substitutions

Substitutions are defined as changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

- A. Substitutions for Cause are changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
- B. Substitutions for Convenience are changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

The County will not consider Substitutions for Convenience during the bidding process. They will be considered after contract award. Refer to Article 4.17, Equal Products, in the General Conditions for procedures (**Attachment 5**). Substitution for Cause, once verified, may be addressed during the bidding process at the discretion of the County.

All references in the specifications to substitutions being approved during the bidding process shall be deleted.



County of Loudoun, Virginia

Department of Finance and Procurement  
 Division of Procurement  
 1 Harrison Street, 4th Floor  
 Leesburg, Virginia 20175

**23.0 PRICING PAGE**  
**STORMWATER FACILITY JC77 WET POND RETROFIT**

The firm of \_\_\_\_\_ hereby offers to achieve Substantial Completion of the Project, as defined in this Invitation for Bid (IFB) titled Stormwater Facility JC77 Wet Pond Retrofit within three hundred sixty-five (365) calendar days after Notice to Proceed, in accordance with the terms of this IFB.

**Attention Bidders: Do not take any exceptions or make any qualifications to your bid.**

1. **Stormwater Facility JC77 Wet Pond Retrofit**

**Lump Sum Bid Total = \$ \_\_\_\_\_**

2. Return the following with your bid. If Bidder fails to provide with their bid, items shall be provided within twenty-four (24) hours of bid opening.

| ITEM:   | INCLUDED: (X) |
|---|---------------|
| 1. W-9 Form ( <a href="#">22.24</a> ):  | _____         |
| 2. Certificate of Insurance ( <a href="#">22.25</a> ):  | _____         |
| 3. Addenda, if any (Informality) ( <a href="#">22.2.A</a> ):                                  | _____         |
| 4. One (1) electronic copy on USB Flash drive, if submitting a physical (hardcopy) submission | _____         |

3. Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the Bidder to ensure that it has received all addenda and to include signed copies with their bid ([22.2](#)).

| ITEM:  | INCLUDED: (X)                         |
|--|---------------------------------------|
| 1. Addenda, if any ( <a href="#">22.2.B</a> )  | _____                                 |
| 2. Payment Terms:  | _____ net 30 or<br>_____ Other: _____ |
| 3. Proof of Authority to Transact Business in Virginia <a href="#">Form</a> ( <a href="#">22.23</a> ): | _____                                 |
| 4. Bid Bond ( <a href="#">22.20</a> ):   | _____                                 |

5. Minimum Qualifications (4.0)

- a. Debarment History, if required (4.1) \_\_\_\_\_
- c. Virginia Contractor Class A license (4.3): \_\_\_\_\_  
(Include copy of certificate with bid)
- d. Verification of Bonding Capacity (4.4) \_\_\_\_\_
- e. Project References (4.5) \_\_\_\_\_

Person to contact regarding this bid: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Name of person authorized to bind the Firm (22.8): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents, to include the general Conditions of the Construction Contract and agrees to the Terms and Conditions as contained herein and that your Firm is not currently Debarred by a local or state government or the Federal Government. Additionally, by signing and submitting a bid, your firm confirms it is not disqualified from bidding as a result of a violation of Virginia Prevailing Wage law.



## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

**THIS FORM MUST BE SUBMITTED WITH YOUR BID. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID.**

Pursuant to Virginia Code § 2.2-4311.2, a Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid a statement describing why the Bidder is not required to be so authorized. Any Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or their designee.

If this bid for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

**PLEASE NOTE: The SCC number is NOT your federal ID number or business license number. The Bidder:**

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (The County reserves the right to determine in its sole discretion whether to allow such waiver):

**Please attach additional sheets of paper if you need to explain why such Bidder is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

## WE VALUE YOUR FEEDBACK

Your experience matters to us.

Help us improve future procurement opportunities by sharing how you heard about this solicitation and your experience with the process.

If you participated in this solicitation, please take a few minutes to complete our brief survey. Your feedback matters and helps shape future opportunities.

In the survey, you'll be asked:

- How you heard about this solicitation
- How your request for assistance was handled (if applicable)
- How you were treated by Procurement staff
- Your overall experience working with the Division of Procurement
- Any additional comments or suggestions

 [Click here to provide feedback](#)

Or use the following link: <https://www.loudoun.gov/FormCenter/Procurement-22/Loudoun-County-Division-of-Procurement-S-414>

Thank you for helping us serve you better.

## ATTACHMENT 2

### COUNTY-CONTRACTOR AGREEMENT (Proposed)

THIS COUNTY-CONTRACTOR AGREEMENT (“Agreement” and/or “Contract”) for the Stormwater Facility JC77 Wet Pond Retrofit hereinafter referred to as the “Project,” is effective on the date it is fully executed by and between **COUNTY OF LOUDOUN, VIRGINIA** (herein referred to as the "County"), and [CONTRACTOR] (herein referred to as the "Contractor").

In consideration of the promises made herein, and other good and valuable consideration, the following terms and conditions are hereby agreed to by and between the County and Contractor.

This Agreement consists of and incorporates by reference the following attachments:

- |              |   |
|--------------|---|
| Attachment 1 | The County’s Invitation for Bid (IFB) No. RFQ 692012 dated January 23, 2026, including any addenda;                         |
| Attachment 2 | The General Conditions of the Construction Contract (“General Conditions”), Attachment 5 of the IFB, including any addenda; |
| Attachment 3 | The Contract Plans and Specifications including any addenda; and  |
| Attachment 4 | The Contractor’s bid dated [DATE].  |

In the event that Attachment 4 contradicts and/or limits this Agreement or Attachments 1 through 3, this Agreement and Attachments 1 through 3 shall prevail.

The capitalized terms herein shall have the same meanings as set forth in Section 1.1 of the General Conditions.

### Article 1

#### ARCHITECT/ENGINEER AND CONSTRUCTION SUPPORT SERVICES FIRM

- 1.1 The Architect/Engineer (hereinafter referred to as the "A/E" and as defined in the General Conditions) shall be Kimley-Horn and Associates, whose address is 11400 Commerce Drive, Suite 400, Reston, Virginia 20191. Provided, however, that the County may, at its sole discretion, amend this Article from time to time by designating a different person or organization to act as its A/E and advise the Contractor in writing, at which time the person or organization so designated shall be the A/E for purposes of this Contract.
- 1.2 The Construction Support Services Firm shall be Kimley-Horn and Associates, whose address is 11400 Commerce Drive, Suite 400, Reston, Virginia 20191. Provided,

however, that the County may, at its sole discretion, amend this Article from time to time by designating a different person or organization to act as its Construction Support Services Firm and advise the Contractor in writing, at which time the person or organization so designated shall be the Construction Support Services Firm for the purposes of this Contract.

**Article 2**

TIME OF COMMENCEMENT AND COMPLETION

- 2.1 The Contractor shall commence the Work as defined in the General Conditions upon the date established in the Notice to Proceed. Notice to Proceed will be issued as set forth in Article 8 of the General Conditions.
- 2.2 Time is of the essence in this Agreement.
- 2.3 The Contractor shall achieve Substantial Completion, as defined in the General Conditions no later than three hundred sixty-five days (365) calendar days after the date of the Notice to Proceed (NTP). This time period shall be designated as the Time for Completion.
- 2.4 The Contractor shall complete the Work within the following Milestone dates:

| <u>ACTIVITY</u>        | <u>DATE</u>  |
|------------------------|--|
| Substantial Completion | Three hundred sixty-five (365) calendar days after NTP |
| Final Completion       | Thirty (30) Calendar Days after Substantial Completion |

- 2.5 The liquidated damages incurred by the County due to the Contractor's unexcused failure to complete the Work within the Contract Times, including any extensions thereof, and meet the Milestones designated in Section 2.4 above, will be applied as follows:

| <u>Milestone</u>       | <u>Liquidated Damages</u>             |
|------------------------|---------------------------------------|
| Substantial Completion | \$1,000/each consecutive Calendar Day |

- 2.6 If liquidated damages are assessed, the County will assess the amount of liquidated damages set forth in Section 2.5 above cumulatively. This provision for liquidated damages does not bar the County's right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.
- 2.7 The Contractor hereby waives any defense as to the validity of any liquidated damages stated in this Agreement as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

### **Article 3**

#### **CONTRACT PRICE**

- 3.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the County shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of [AMOUNT] Dollars (\$[AMOUNT]) (herein referred to as the "Contract Price").

### **Article 4**

#### **PROGRESS PAYMENTS**

- 4.1 The Contractor shall provide a Payment Schedule as referred to in Section 9.3.6 of the General Conditions.
- 4.2 The Contractor hereby agrees that on or about the first day of the month for every month during the performance of the Work Contractor will deliver to the A/E an Application for Payment in accordance with the provisions of Section 9.3 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the County and Contractor. Payment under this Contract shall be made as provided in the General Conditions.
- 4.3 An acceptable Critical Path Method (CPM) Schedule Update shall be submitted in conjunction with each Application for Payment. Failure to provide an acceptable CPM Schedule Update will result in the rejection of the Application, and no Payment will be made until such time as an acceptable CPM Schedule Update is received.

### **Article 5**

#### **OTHER REQUIREMENTS**

- 5.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond, and Certification of Insurance as required by the Contract Documents within fifteen (15) calendar days of the effective date of the County – Contractor Agreement. The Guarantee or Warranty Bond shall be submitted as described in Section 9.8.5.2 of the General Conditions.
- 5.2 To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County of Loudoun, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.
- 5.3 A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act, Sections 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or

cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this Section.

5.4 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, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran, status as a military family, 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, rules, and/or regulations shall be deemed sufficient to meet this requirement.

5.5 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 on 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 over \$10,000, so that the provisions are binding upon each subcontractor or vendor.

For the purposes 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.

5.6 All notices and other communications made pursuant to the Contract Documents and not required to be made through Trimble Unity Construct/e-Builder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR:**

TBD

**TO COUNTY:**

County of Loudoun, Virginia  
Division of Procurement  
PO Box 7000  
1 Harrison Street, S.E.  
Leesburg, VA 20177

**If sent via (a) or (b):**

County of Loudoun, Virginia  
Division of Procurement  
ATTN: Purchasing Agent  
1 Harrison Street, S.E., 1<sup>st</sup> Floor  
Procurement Bids and Proposals Drop  
Box  
Leesburg, VA 20177

**If sent via (c):**

County of Loudoun, Virginia  
Division of Procurement  
PO Box 7000  
ATTN: Procurement Bids & Proposals  
Leesburg, VA 20175

Public access to County facilities is limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received only during normal business hours in the lobby of 1 Harrison Street, S.E., Leesburg, Virginia 20175, in the Drop Box labeled: Procurement Bids and Proposals. Normal business hours are Monday through Friday, 8:30 a.m. to 5:00 p.m., excluding County holidays.

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

**Article 6**

IMMIGRATION REFORM AND CONTROL ACT OF 1986

- 6.1 By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

**Article 7**

PROHIBITION OF FORCED OR INDENTURED CHILD LABOR

- 7.1 During the performance of this Contract, the Contractor certifies and agrees to: (i) the prohibition in use of forced or indentured child labor in the performance of the Contract, and (ii) include the provisions of the foregoing clause in every subcontract

or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 7.2 For the purposes of this Section, "forced or indentured child labor" means all work or service (i) exacted from any person younger than eighteen (18) years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer themselves voluntarily or (ii) performed by any person younger than eighteen (18) years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

## **Article 8**

### **ENTIRE CONTRACT AND SEVERABILITY**

- 8.1 This Agreement, together with all attachments, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or contracts, either written or oral. The Contract may be amended or changed only by an Amendment or Modification. Nothing contained in the Contract Documents shall create any Contractual relationship between the County, (or any agent, consultant, or independent Contractor employed by the County) and any subcontractor, sub-subcontractor, supplier or vendor of the Contractor, but the County shall be entitled to performance of all obligations intended for the County's benefit, and to enforcement thereof.
- 8.2 In the event that any provision of this Contract shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the entire Contract 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.

## **Article 9**

### **GOVERNING LAW/FORUM**

- 9.1 This Contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun or if jurisdiction exists, the United States District Court for the Eastern District of Virginia in Alexandria. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.
- 9.2 Each of the parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either party for any claim, demand, action, or cause of action, arising out of this Agreement. Each of the parties hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury.

**Article 10**  
**COUNTERPARTS**

10.1 This Contract and any amendments or modifications hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

WITNESS the following signatures:

**COUNTY OF LOUDOUN, VIRGINIA**

**[CONTRACTOR]**

Division of Procurement  
1 Harrison Street, SE  
Leesburg, VA 20175

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Beth A. Cioni

Name: \_\_\_\_\_

Title: Contracting Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Tina P. Estevao  
Senior Assistant County Attorney