



**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 24-DES-R-519**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Overhead Door Company of Washington D.C. ("Contractor"), a Virginia corporation with a place of business at 8641 Virginia Meadows Drive Manassas, Virginia 20109 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Exhibit A. Loudon County Notice of Award Contract RFQ 607792. This Agreement rides a contract awarded to the Contractor by Loudon County and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Loudon County. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County", and shall be completed no later than May 31, 2024 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the County of Loudon County renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for three (3) one-year renewal periods from June 1, 2024 to May 31, 2027 ("Subsequent Contract Term"). However, if the County of Loudon does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

**3. PAYMENT**

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the

County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

#### **4. SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide annual inspections, maintenance, repair, replacement of existing and installation of new, overhead doors, control systems (including visual and audible warning systems), electric gates and operators for the County.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

#### **5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

#### **6. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

#### **7. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

**8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**9. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by 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 THE CONTRACTOR:**

Jay Booth, General Manager  
8641 Virginia Meadows Drive  
Manassas, Virginia 20109  
Phone: 703 334-4050  
Email: [jaybooth@overheaddoors.com](mailto:jaybooth@overheaddoors.com)

**TO THE COUNTY:**

Tsehay Lightfoot, DES  
1400 N. Uhle Street, Suite 602  
Arlington, Virginia 22201  
Phone: 703 228-7593  
Email: [tlightfoot@arlingtonva.us](mailto:tlightfoot@arlingtonva.us)

**AND**

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**10. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the

Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

**11. COUNTERPARTS**

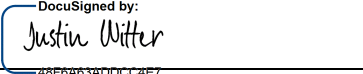
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

OVERHEAD DOOR COMPANY OF WASHINGTON D.C.

AUTHORIZED SIGNATURE:   
Meloni Hurley

AUTHORIZED SIGNATURE:   
Justin Witter

NAME: \_\_\_\_\_  
Assistant Purchasing Agent

NAME: \_\_\_\_\_  
Vice President, Sales

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: 1/31/2024

DATE: 1/26/2024

**County of Loudoun  
Division of Procurement**

**NOTICE OF AWARD**

The County has not checked the tabulations for errors or made determinations that any bids meet requirements. The County makes no claim that these are anything other than prices entered and read aloud at the public opening.

DATE & TIME: 05/08/2023 at 4:00 p.m.

RECORDED BY: Heather DeHaven

IFB No: RFQ 607792	IFB TITLE: OVERHEAD DOOR AND SECURITY GATE REPAIR AND MAINTENANCE
--------------------	---

Final Determination:	<b>AWARDED</b>		
<b>BIDDER NAME:</b>	Overhead Door Company of Washington D.C.		
<b>ADDRESS:</b>	8641 Virginia Meadows Drive		
<b>ADDRESS:</b>			
<b>CITY STATE ZIP:</b>	Manassas, VA 20109		
<b>TOTAL COST:</b>	\$124,910.00		
<b>W9:</b>	Yes		
<b>PAYMENT TERMS:</b>	Net 30		
<b>REFERENCES:</b>	Yes		
<b>SCC REGISTRATION:</b>	Yes		
<b>INSURANCE:</b>	Yes		

**REMARKS:**

As a result of Invitation for Bid RFQ 607792, a contract is being awarded to Overhead Door Company of Washington D.C. for \$124,910.00.

By: /s/Heather DeHaven                      May 31, 2023

Post from: **May 31, 2023 through June 10, 2023**

RFQ 607792

## AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE ("Agreement") is effective on the 1st day of June, 2023, by and between the **COUNTY OF LOUDOUN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, ("County"), and **WASHINGTON OVERHEAD DOOR, INC. dba OVERHEAD DOOR COMPANY OF WASHINGTON, DC** ("Contractor") (collectively referred to as the "parties").

### WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The Contractor shall provide Overhead Door and Security Gate Repair and Maintenance in accordance with the following Contract Documents, in order of precedence: this Agreement; the Contractor's proposal dated May 8, 2023 (Exhibit I); and the County's Invitation For Bid (IFB) dated April 6, 2023, including all addenda (Exhibit II). In the event that Exhibits I and II contradict or limit this Agreement, this Agreement shall prevail.

No representations, arrangements, understandings, or other agreements relating to the subject matter exist amongst the parties except as expressed in the Contract Documents.

## 1.0 SPECIFICATIONS

The Contractor shall provide the County the following Overhead Door and Security Gate Repair and Maintenance:

### 1.1 General

All materials and equipment shall be installed in accordance with the equipment Manufacturer's latest written instructions, the provided project specifications and the any construction documents. The Contractor shall supply all labor, material, equipment, and services incidental to the accomplishment of work assigned. No tools or equipment will be supplied or provided by the County for the Contractor's use or consumption. It is the Contractor's responsibility to have equipment of a suitable type, and in proper condition to operate and maintain uninterrupted schedules. It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The County shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.

### 1.2 On-Site Work Hours

The Contractor shall provide service twenty-four (24) hours per day, seven (7) days per week.

- A. Regular Hours shall be defined as 6:00 a.m. through 6:00 p.m., Monday through Friday.
- B. Overtime Hours shall be 6:01 p.m. through 5:59 a.m., Monday through Friday and all day on Saturday, Sunday, or holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day).

1.3 Inspections and Preventative Maintenance

- A. Annual Inspections shall be completed to provide early detection of any problems. Any changes in normal characteristics shall be immediately reported to the County. A written report shall be provided to the County detailing all the work performed and a list of recommendations for maintenance, repair, and replacement. An estimated cost for recommended work, not included as a part of the annual inspection, shall be provided for each door so listed.
- B. Preventative Maintenance must be performed in order to keep all sectional doors, rolling steel doors, glass doors, one-piece counterweights, and electric operators in continuous service and/or ready for service. Proper preventative maintenance shall result in improved working conditions.

Preventive Maintenance must include, but not limited to, the following:

1. Inspect all parts, fasteners, welds and overall operation of equipment.
2. Thoroughly clean all moving parts to remove debris build-up as a result of normal operations.
3. Adjust equipment according to manufacturer's specifications to maintain proper working conditions and validate warranty.
4. Apply lubricant applications to all moving parts and assemblies according to manufacturer's specifications.

Upon completion, the Contractor shall provide written recommendations to the County for any conditions found to require immediate repair or is a safety hazard.

1.4 Service Calls

- A. Contractor must be able to perform multiple assignments for the County at one time for emergency and non-emergency calls.
- B. Upon receipt of a routine service call, the Contractor shall report to the service destination within three (3) hours. Regular hour rates and overtime hour rates will be billed in accordance with the definitions in numbers 1.2.A and 1.2.B above. Overtime rates can only be charged with prior approval from the requesting Department.

- C. Routine work that is scheduled for weekends or holidays shall be arranged twenty-four (24) hours in advance.
- D. Contractor shall be at the service destination within two (2) hours, after receipt of a call for an EMERGENCY call for service or repair, irrespective of whether the service call is made during Regular Hours or Overtime Hours.

An emergency call shall be defined as any instance where equipment is unable to respond to a call due to door failure or a door has become inoperable in a fully or partially open position. If the door cannot be placed back in service at that time, the Contractor shall take whatever steps necessary to allow the equipment to exit the bay and secure the door in the down position. The County shall be provided with a status report of the door and approximate repair costs. If the door cannot be placed back in service with the minimal amount of parts, the County shall be notified of the status and repair costs. The Contractor shall perform all work necessary to return the doors to a fully operational condition to stabilize the doors if replacement parts are not immediately available. The Contractor shall expedite delivery of the replacement parts and complete repairs immediately upon receipt.

- E. If the Contractor does not meet the response time requirements, the requesting Department may use the services of another Contractor, if necessary, to fulfill their needs.
- F. The County will not reimburse the Contractor for travel time to or from the work site.

#### 1.5 Estimates

Estimates for work shall be returned to the requesting Department within three (3) working days unless a different time of return is mutually agreed to by the Contractor and the requesting Department. Estimates shall be furnished at no charge to the requesting Department and are to be considered an overhead cost by the Contractor (including any diagnostic time that might be required to make the estimate).

- A. Estimates are to be detailed, outlining contract costs including time and materials and equipment rental (if required). The Contractor shall verify all dimensions and conditions in the field.
- B. Estimates shall provide a schedule for the start date once the estimate is issued and purchase order is issued, and the number of days estimated for completion of any work. Time is of the essence in all work assignments.
- C. Estimates will cover only quoted work. Unforeseen or unknown repairs or work will be agreed upon by the Contractor and the County in advance of performance of the work. The County and the requesting Department shall not be liable for payment for work not



agreed to in advance including the estimate for the work. Failure to obtain prior approval from a requesting Department for a change to the original proposal in the form of a purchase order shall result in the requesting Department and the County not being liable for payment for the additional work.

#### 1.6 Company Contact

- A. Contractor shall provide a contact name and telephone number for use during Regular Hours. Any messages left during regular business hours (by any means) shall be answered and the call returned within thirty (30) minutes of the time when the message was left.
- B. Contractor shall provide a contact name and telephone number for emergency calls occurring during Overtime Hours. If a voice mail paging system service or answering service is used, Contractor shall be required to initiate a call back to the sender within thirty (30) minutes of the page or the call to the answering service. Failure to meet this call-back response will be just cause for the requesting agency to utilize the services of the Secondary Contractor or another Contractor if no Secondary Contractor exists.

#### 1.7 Work Sites

- A. Contractor shall take full responsibility for the protection and safekeeping of project materials stored on premises.
- B. Use of Premises: On or about the premises, the Contractor shall cause all apparatus, materials, and activities of personnel to be confined to the limits indicated by law, ordinances, permits and directions and shall not encumber or permit the premises to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not duly interfere with the progress of the work or the work of any other Contractor or the work of the requesting agency. The Contractor shall be responsible for repairing or replacing any item damaged by their operations within twenty-four (24) hours after notification by the requesting agency that such damage has occurred.
- C. At the end of each workday, Contractor shall ensure that worksite is left broom clean. Furthermore, at the end of each workday, the Contractor shall remove all refuse, rubbish, scrap materials, and debris from any and all worksites to the extent that the trash is the result of Contractor's operations.
- D. At the completion of the work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures, including foundations thereof, and debris of every nature resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition. Upon

Contractor's failure to do so, the County or requesting Department shall have the right to remove such surplus material, false work, temporary structures, including foundations thereof, and debris, in order to put the site into a neat, orderly condition and charge the costs to the Contractor. Such costs may include the use of other outside Contractor and/or personnel costs based upon the position of the personnel in the requesting Department. To the extent that the requesting Department may utilize volunteer personnel, the County will determine the personnel costs by equating the volunteer personnel to the personnel costs in the Department of Fire and Rescue.

- E. Contractor shall not use any County owned or leased dumpsters under any circumstances.

#### 1.8 Parts

All parts used under this Contract shall be new and unused. Replacement parts shall be equal to or superior in quality to the part replaced. Parts shall be the manufacturer's recommended replacement part. The Contractor shall not be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization by the County.

#### 1.9 Warranty

All work under this contract shall include a warranty for both labor and materials for a period of sixty (60) days from the date of acceptance by the County. Should the equipment manufacturer provide an extended warranty, the Contractor shall honor this warranty period.

#### 1.10 Reporting and Records

The Contractor shall have and maintain complete and accurate records of all preventive maintenance services performed, repairs made (including services calls), and replacement parts installed during the life of the contract.

Records of the status and condition for each overhead door and operating system(s) must include:

- A. Date,
- B. Location,
- C. Manufacturer, model and operating system,
- D. Serial Number,
- E. Date of last maintenance and upcoming scheduled maintenance date, and
- F. Current Condition of Overhead Door(s) and/or Security Gate(s) system(s) and recommendations for improved efficiency.

Records of Work Order Site reports must include:

- A. Time of Arrival,
  - B. Time of Departure,
  - C. Summary of the request,
  - D. Detailed summary of the work performed, and
  - E. Summary of any additional work required or recommended.
- 1.11 The Contractor shall be responsible for work involving replacement, renovation, expansion, or new construction projects utilizing these types of automatic doors.
- 1.12 The Contractor shall participate in a Contract Kickoff Meeting hosted by the Contract Administrator to discuss contract requirements and the transition process.

## **2.0 TERMS AND CONDITIONS**

This Agreement is subject to the following Terms and Conditions:

### **2.1 Procedures**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of General Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of General Services or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

### **2.2 Contract Term**

The Contract shall cover the period from June 1, 2023, through May 31, 2024.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Any renewal shall be based on the same prices, terms, and conditions as the initial term.

Notice of intent to renew will be given to the Contractor in writing by the County, normally ninety (90) days before the expiration date of the current Contract.

### **2.3 Quantities**

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the County or to maintain

automatic keep-filled basis, maintaining, without notification, all tanks not less than half full levels.

2.4 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

2.5 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

2.6 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.

2.7 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.

## 2.8 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
  3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
1. Workers' Compensation:
 

Coverage A:	Statutory
Coverage B:	\$100,000
  2. General Liability:
 

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Products/Completed Operations: \$2,000,000  
aggregate

Fire Damage Legal Liability: \$100,000

**GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis**

3. Automobile Liability:  
Combined Single Limit: \$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) days' written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4.
    - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
    - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
  5.
    - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
    - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
    - c. Any certificates provided shall indicate the Contract name and number.
  6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
  7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

F. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

2.9 Hold Harmless

The Contractor shall indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorney's fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

2.10 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

2.11 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County shall waive any fees involved in securing County permits.

2.12 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.

2.13 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 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.

2.14 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, 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.

2.15 Drug-Free Workplace

Every Contract 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.

2.16 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

2.17 Immigration Reform and Control Act of 1986

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.

2.18 Substitutions

NO substitutions, additions, or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

2.19 Condition of Items

All items shall be new, in first-class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

2.20 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to

remove any employee from work for reasonable cause, as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Contract requirements.

#### 2.21 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.

#### 2.22 Ordering, Invoicing and Payment

All orders requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Upon delivery and acceptance of the order, the Contractor shall submit an invoice detailing the appropriate charges.

Invoices shall be submitted electronically to [dept-genserv-invoices@loudoun.gov](mailto:dept-genserv-invoices@loudoun.gov) and a copy of the invoice shall be mailed to:

County of Loudoun, Virginia  
Department of General Services  
801 Sycolin Road, SE  
PO Box 7100  
Leesburg, VA 20177

Upon receipt of invoice and final inspection and acceptance of the service, the County will render payment within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

#### 2.23 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

#### 2.24 Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

#### 2.25 Termination

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days' advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

##### A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

##### B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived, and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

2.26 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

2.27 Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, 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.

2.28 Governing Laws/Forum

This Agreement 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. 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.

## 2.29 Notices

All notices and other communications hereunder 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**

Washington Overhead Door, Inc.  
dba Overhead Door Company of  
Washington, DC  
Attn: Jerald (Jay) Booth  
8641 Virginia Meadows Drive  
Manassas, VA 20109

### **FOR COUNTY NOTICES:**

County of Loudoun, Virginia  
Division of Procurement  
Attn: Heather DeHaven  
**Via delivery method (a) or (b)**  
1 Harrison Street, SE, 4th Floor  
Drop Box labeled "**Procurement  
Bids and Proposals**"  
Leesburg, VA 20175

**Or**

**Via delivery method (c)**  
P.O. Box 7000  
Leesburg, VA 20175

Public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175 ONLY in the **Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.**

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.

## 2.30 Licensure

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.

## 2.31 Authority to Transact Business in Virginia

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 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 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.

### 2.32 Background Checks

The Contractor shall obtain criminal background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County property. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be made quickly. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the contractor may not bill the County for any hours worked. The Contractor MUST remove any employee from County service who is convicted of a felony during his employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Contract.

**NOTE:** The Contractor will have all employees working at County sites have photo identification (frontal face), this identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Contract.

The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable, and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

### 2.33 Confidentiality

#### A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.

2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person, or allow any other person access to, any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

#### B. County Confidentiality

In addition, the County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act.

#### 2.34 Counterparts

This Contract and any amendments or renewals 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.

#### 2.35 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, pandemic, endemic, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an



essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages, or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

2.36 Survival of Terms

Upon discharge of this Agreement, Sections (Notices, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

2.42 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

**3.0 COMPENSATION**

Shall be per the attached and incorporated Attachment 1 – Pricing Page.

**[SIGNATURES ON FOLLOWING PAGE]**

**COUNTY OF LOUDOUN, VIRGINIA**  
Division of Procurement

1 Harrison Street, S.E.  
Leesburg, VA 20175  
Phone: (703) 777-0128  
Fax: (703) 771-5097

By: 


Name: Heather DeHaven

Title: Contracting Officer

Date: May 31, 2023

**WASHINGTON OVERHEAD DOOR, INC.**  
**dba OVERHEAD DOOR COMPANY OF**  
**WASHINGTON, DC**

8641 Virginia Meadows Drive  
Manassas, VA 20109  
Phone: (703) 334-4050  
Fax: (703) 334-4060


By: 

Name: ~~Jerald (Jay) Booth~~ Justin Witter

Title: ~~General Manager~~ Vice President, Sales

Date: 05/30/2023

**APPROVED AS TO FORM**

By:   
for Tina P. Estevao  
Senior Assistant County Attorney

# ATTACHMENT 1

## Pricing Page

## ATTACHMENT I - PRICING SCHEDULE

### Section A

Line Item	Description	No. of Doors/Gates	Type of Door	Audible or Visual Alarms	Electric Door Opener	Unit	Unit Price Per PM Visit
1	General Services Shops 1002B Sycolin Rd Leesburg VA 20175	15	OH 14 GT 1	No	Comercial Coil and Standard	Per Site/ Per Bldg	\$ 1,764.00
2	606 Marshall Dr 606 Marshall Dr Leesburg VA 20176	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$ 396.00
3	750 Miller Dr 750 Miller Dr Leesburg VA 20175	6	Overhead	No	Comercial Coil	Per Site/ Per Bldg	\$ 799.20
4	751 Miller Dr 751 Miller Dr SE Leesburg VA 20175	6	Overhead	No	Comercial Coil	Per Site/ Per Bldg	\$ 799.20
5	801 Sycolin Rd 801 Sycolin Rd Leesburg VA 20175	2	Gates	No	Sliding Chain Drive Gates	Per Site/ Per Bldg	\$ 458.40
6	803 Sycolin Rd 803 Sycolin Rd Leesburg VA 20175	2	Gates	No	Sliding Chain Drive Gates	Per Site/ Per Bldg	\$ 458.40
7	Adult Detention Center 42035 Loudoun Center Pl Leesburg VA 20175	4	Bi-Fold	No	Hydraulic Bi-Fold	Per Site/ Per Bldg	\$ 600.00
8	Aldie Fire and Rescue 39459 John Mosby Blvd Aldie VA 20105	7	Overhead	No	Comercial Standard	Per Site/ Per Bldg	\$ 907.20
9	Ambleside Ct Group Home 1 43204 Ambleside Ct Ashburn VA 20147	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$ 396.00
10	Ambleside Ct Group Home 2 43208 Ambleside Ct Ashburn VA 20147	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$ 396.00
11	Ashburn Sheriffs Station 20272 Savin Hill Dr Ashburn VA 20147	7	OH 5 GT2	Yes	Comercial Standard Hydraulic Gates	Per Site/ Per Bldg	\$ 907.20
12	Animal Shelter New 42225 Adoption Dr Leesburg VA 20175	1	OH 1 GT1	No	Comercial Standard Chain Drive Gate	Per Site/ Per Bldg	\$ 396.00
13	Animal Shelter Old 39820 Charlestown Pike Waterford VA 20197	5	OH 3 GT 2	No	Comercial Standard Chain Drive Gates	Per Site/ Per Bldg	\$ 702.00
14	Blacksmith Sq Group Home 43503 Blacksmith Sq Ashburn VA 20147	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$ 396.00
15	Claude Moore Farm Museum 21668 Heritage Farm Ln Sterling VA 20164	3	Overhead	No	Comercial Coil Doors	Per Site/ Per Bldg	\$ 525.60

Section A							
Line Item	Description	No. of Doors/Gates	Type of Door	Audible or Visual Alarms	Electric Door Opener	Unit	Unit Price Per PM Visit
16	Claude Moore Rec Center 46105 Loudoun Park Ln Sterling VA 20164	1	Overhead	No	Comercial Coil Door	Per Site/ Per Bldg	\$ 396.00
17	Courts Complex 18 East Market St Leesburg VA 20176	2	Overhead	No	Comercial Coil Doors	Per Site/ Per Bldg	\$ 458.40
18	Brambleton Fire and Rescue 23675 Belmont Ridge Rd Brambelton VA 20148	8	OH / Bi Fold	Yes	5 Comercial Standard 3 Bi-Fold	Per Site/ Per Bldg	\$ 1,008.00
19	DIT 41975 Loudoun Center Pl Leesburg VA 20175	1	Overhead	No	Comercial Standard	Per Site/ Per Bldg	\$ 396.00
20	Dulles Safety Center 24950 Riding Center Dr South Riding VA 20152	12	OH and GT	Yes	3 Rytec Doors 7 Comercial Standard 2 Hydraulic Gates	Per Site/ Per Bldg	\$ 1,411.20
21	Eastern Loudoun Sheriffs 46620 E Fredrick Dr Sterling VA 20164	7	OH and GT	Yes	5 Comercial Standard 2 Chain Drive Gates	Per Site/ Per Bldg	\$ 907.20
22	Firing Range Shrive Mill Rd Leesburg VA 20175	10	OH and GT	No	10 Comercial Coil 2 Hydraulic Gates	Per Site/ Per Bldg	\$ 1,176.00
23	Govt Center 1 Harrison St Leesburg VA 20177	3	Overhead	No	Comercial Coil	Per Site/ Per Bldg	\$ 525.60
24	F/R Hi-Bay 16595 Courage Ct Leesburg VA 20175	10	OH and GT	No	2 Comercial Coil 5 Comercial Standard 1 Residential 2 Chain Drive Gates	Per Site/ Per Bldg	\$ 1,176.00
25	Kencora Fire and Rescue 45900 Russel Branch Pkwy Sterling VA 20166	8	Overhead	Yes	Comercial Standard	Per Site/ Per Bldg	\$ 1,008.00
26	Kentwell Group Home 47124 Kentwell Pl Sterlin VA 20165	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$ 396.00
27	Kirpatrick Farms Fire and Rescue 41380 Gardenia Dr Aldie VA 20105	8	Bi -Fold	Yes	Bi-Fold	Per Site/ Per Bldg	\$ 1,008.00
28	Landfill 21101 Evergreen Mills Rd Leesburg VA 20175	5	OH and GT	No	2 Comercial Standard 1 Residential 2 Chain Drive Gates	Per Site/ Per Bldg	\$ 702.00
29	Lansdowne Fire and Rescue 19485 Sandridge Wy Leesburg VA 20176	6	Overhead	Yes	Comercial Standard	Per Site/ Per Bldg	\$ 799.20
30	Lawson Rd 21 Lawson Rd Leesburg VA 20176	4	Overhead	No	3 Comercial Coil 1 Residential Standard	Per Site/ Per Bldg	\$ 600.00
31	Loudoun Heights Fire and Rescue 13345 Harpers Ferry Rd Purcellville VA 20132	6	Overhead	Yes	Comercial Standard	Per Site/ Per Bldg	\$ 799.20

<b>Section A</b>							
Line Item	Description	No. of Doors/Gates	Type of Door	Audible or Visual Alarms	Electric Door Opener	Unit	Unit Price Per <b>PM</b> Visit
32	Lucketts Fire and Rescue 42367 Lucketts Rd Leesburg VA 20176	8	Bi- Fold	Yes	Comercial Bi-Fold	Per Site/ Per Bldg	\$ 1,008.00
33	Middleburg Fire and Rescue 910 W Washington St Middleburg VA 20177	7	Overhead	Yes	Comercial Standard	Per Site/ Per Bldg	\$ 907.20
34	Moorefield Fire and Rescue 43495 Old Ryan Rd Ashburn VA 20148	6	Overhead	Yes	Comercial Standard	Per Site/ Per Bldg	\$ 799.20
35	Parks and Rec Warehouse 849 Trailview Blvd Leesburg VA 20176	7	OH and GT	No	6 Comercial Standard 1 Chain Drive Gate	Per Site/ Per Bldg	\$ 907.20
36	Primula Ct. Group Home 46486 Primula Ct Sterling VA 20165	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$ 396.00
37	Purcellville Fire and Rescue 500 N Maple Ave Purcellville VA 20132	14	Overhead	Yes	Comercial Standard	Per Site/ Per Bldg	\$ 1,646.40
38	Red Rum Fire and Rescue Old 21660 Red Rum 138-148 Ashburn VA 20147	2	Overhead	No	Comercial Standard	Per Site/ Per Bldg	\$ 458.40
39	Red Rum Fire and Rescue New 21750 Red Rum 107-112 Ashburn VA 20147	2	Overhead	No	Comercial Standard	Per Site/ Per Bldg	\$ 458.40
40	Red Rum Sheriff 21750 Red Rum Ashburn VA 20147	3	Overhead	No	Comercial Standard	Per Site/ Per Bldg	\$ 525.60
41	Round Hill Group Home 17394 Arrowhead Pl Round Hill VA 20141	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$ 396.00
42	Shenandoah Office Bldg 102 Heritage Wy Leesburg VA 20176	1	Overhead	No	Comercial Coil	Per Site/ Per Bldg	\$ 396.00
43	Stonebridge Group Home 41990 Pepperbush Pl Aldie VA 20105	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$ 396.00
44	Surplus 14 Cardinal Pak Dr Leesburg VA 20176	3	Overhead	No	Comercial Coil	Per Site/ Per Bldg	\$ 525.60
45	Western Loudoun Sheriff St. 47 W Loudoun St Round Hill VA 20141	8	OH and GT	No	4 Comercial Standard 4 Bi-Fold Gates	Per Site/ Per Bldg	\$ 1,008.00
46	Sweet Andrea Group Home 22755 Sweet Andrea Dr Ashburn VA 20148	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$ 396.00
Prices for <b>Preventive Maintenance (PM)</b> shall include inspection, lubrication of moving parts, and adjustments as required. These services will be provided on an Annual, Semi-Annual or Quarterly basis as scheduled or requested by the County.							
Notes: Roll up door(s) manually operate and not equipped with visual/audible warning systems.							

<b>Section B</b>		
Line Item	Description	Hourly Rate
29	Mechanic: Regular Hourly Rate	\$ 165.00
30	Helper: Regular Hourly Rate	\$ 54.00
31	Mechanic: Overtime Hourly Rate	\$ 330.00
32	Helper: Overtime Hourly Rate	\$ 108.00
34	Electrical: Regular Hourly Rate	\$ 219.00
35	Electrical Helper: Regular Hourly Rate	\$ -
36	Electrical: Overtime Hourly Rate	\$ 438.00
37	Electrical Helper: Overtime Hourly Rate	\$ -
<b>Section C</b>		
Line Item	Description	Percent Discount
33	Parts	0%
<b>Section D</b>		
Line Item	Description	Daily Rate
38	Equipment Rental	\$ 550.00

# Signature Certificate

Reference number: YYTTP-IHVT6-S9EAK-FVQRR

## Signer

## Timestamp

## Signature

### Justin Witter

Email: justinwitter@overheaddoors.com

Sent: 30 May 2023 18:36:37 UTC  
Viewed: 30 May 2023 18:43:46 UTC  
Signed: 30 May 2023 18:44:00 UTC



### Recipient Verification:

✓ Email verified 30 May 2023 18:43:46 UTC

IP address: 98.204.46.156  
Location: Mount Airy, United States

Document completed by all parties on:

30 May 2023 18:44:00 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.







Loudoun County, Virginia

---

INVITATION FOR BID

## OVERHEAD DOOR AND SECURITY GATE REPAIR AND MAINTENANCE

ACCEPTANCE DATE: Prior to 4:00 p.m., May 8, 2023 Local "Atomic Time"  
IFB NUMBER: RFQ 607792  
ACCEPTANCE PLACE: Department of Finance and Procurement  
Division of Procurement  
1 Harrison Street, SE, 1<sup>st</sup> Floor  
Drop Box labeled "**Procurement Bids and Proposals**"  
Leesburg, Virginia 20175

Public access to County facilities is extremely limited. The mailing of bids is preferred. However, if a bid is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled "Procurement Bids and Proposals" between the hours of 8:30 a.m. and 5:00 p.m.

ALL DELIVERED BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the bid in order to be considered. Bids will not be accepted at any other building locations or after 4:00 p.m. Bids will be opened and announced by the Procurement Division staff via audio/video teleconference at 4:15 p.m. local Atomic time on the Acceptance Date. To participate in the audio portion of the opening, please dial the number provided in the Instruction to Bidders and follow the prompts as designated. You may also witness the announcement of received bids as they are opened using MS Team with the instructions included in the Instructions to Bidders.

Please contact the Procurement Division 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.

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

Heather DeHaven  
Contracting Officer  
(703) 777-0128  
(703) 771-5097 (Fax)  
E-mail address: [Heather.DeHaven@loudoun.gov](mailto:Heather.DeHaven@loudoun.gov)

This document can be downloaded from our web site: [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

Issue Date: April 6, 2023

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

**OVERHEAD DOOR AND SECURITY GATE REPAIR AND MAINTENANCE**

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE .....	3
2.0 COMPETITION INTENDED.....	3
3.0 DISCREPANCIES .....	3
4.0 BIDDER’S MINIMUM QUALIFICATIONS .....	3
5.0 SPECIFICATIONS.....	4
6.0 TERMS AND CONDITIONS .....	8
7.0 INSTRUCTIONS TO BIDDERS .....	22
8.0 BID SUBMISSION FORMS .....	30
ATTACHMENT 1 – PRICING PAGE.....	36

Prepared By: /s/Heather DeHaven Date: April 6, 2023  
Contracting Officer

# OVERHEAD DOOR AND SECURITY GATE REPAIR AND MAINTENANCE

## 1.0 PURPOSE

The intent of this Invitation for Bid (IFB) is to obtain services from a qualified firm to provide annual inspections, maintenance, repair, replacement of existing and installation of new, overhead doors, control systems (including visual and audible warning systems), electric gates and operators for the County of Loudoun, Virginia (County). The County intends to award a one (1) year contract with up to four (4) additional one (1) year renewal periods, however, based on the quality and quantity of bids received, the County may award multiple contracts for this service.

## 2.0 COMPETITION INTENDED

It is the County's intent that this IFB permits competition. It shall be the bidder's 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 or appointed designee not later than fifteen (15) days prior to the date set for bids to close.

## 3.0 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 ten (10) working days prior to the bid opening. 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 clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

## 4.0 BIDDER'S 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 indicated below with their bid. Failure to provide any of the required documentation may 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 Bidders must provide documentation, in the form of a company brochure or catalog verifying they have been in business for three (3) years, providing services like those requested in this IFB.
- 4.2 Bidders shall provide, at a minimum, a list of at least three (3) references detailing the company providing maintenance, repair, replacement of existing and installation of new overhead doors, control systems (including visual and audible warning systems), electric gates and operators for agencies or companies of comparable size to the County. Utilizing the County reference form provided in

this IFB, for each reference, include company name, point of contact, address, telephone number, fax number, e-mail address, and the type and quantity of maintenance, repair, replacement, and installation services furnished for the reference. Disclosure of a reference hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

## 5.0 SPECIFICATIONS

The Contractor shall provide the following items:

### 5.1 General

All materials and equipment shall be installed in accordance with the equipment Manufacturer's latest written instructions, the provided project specifications and the any construction documents. The contractor shall supply all labor, material, equipment, and services incidental to the accomplishment of work assigned. No tools or equipment will be supplied or provided by the County for the Contractor's use or consumption. It is the Contractor's responsibility to have equipment of a suitable type, and in proper condition to operate and maintain uninterrupted schedules. It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The County shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.

### 5.2 On-Site Work Hours

The Contractor shall provide service twenty-four (24) hours per day, seven (7) days per week.

- A. Regular Hours shall be defined as 6:00 a.m. through 6:00 p.m., Monday through Friday.
- B. Overtime Hours shall be 6:01 p.m. through 5:59 a.m., Monday through Friday and all day on Saturday, Sunday, or holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day).

### 5.3 Inspections and Preventative Maintenance

- A. Annual Inspections shall be completed to provide early detection of any problems. Any changes in normal characteristics shall be immediately reported to the County. A written report shall be provided to the County detailing all the work performed and provide a list of recommendations for maintenance, repair, and replacement. An estimated cost for recommended work, not included as a part of the annual inspection, shall be provided for each door so listed.
- B. Preventative Maintenance must be performed in order to keep all sectional doors, rolling steel doors, glass doors, one-piece counterweights, and electric operators in continuous service and/or ready for service. Proper preventative maintenance shall result in improved working conditions.

Preventive Maintenance must include, but not limited to the following:

- A. Inspect all parts, fasteners, welds and overall operation of equipment.
- B. Thoroughly clean all moving parts to remove debris build-up as a result of normal operations.
- C. Adjust equipment according to manufacturer's specifications to maintain proper working conditions and validate warranty.
- D. Apply lubricant applications to all moving parts and assemblies according to manufacturer's specifications.

Upon completion, the Contractor shall provide written recommendations to the County for any conditions found to require immediate repair or is a safety hazard.

#### 5.4 Service Calls

- A. Contractor must be able to perform multiple assignments for the County at one time for emergency and non-emergency calls.
- B. Upon receipt of a routine service call, the Contractor shall report to the service destination within three (3) hours. Regular hour rates and overtime hour rates will be billed in accordance with the definitions in numbers 5.2.A and 5.2.B above. Overtime rates can only be charged with prior approval from the requesting Department.
- C. Routine work that is scheduled for weekends or holidays shall be arranged twenty-four (24) hours in advance.
- D. Contractor shall be at the service destination **within two (2) hours**, after receipt of a call for an EMERGENCY call for service or repair, irrespective of whether the service call is made during Regular Hours or Overtime Hours.

An emergency call shall be defined as any instance where equipment is unable to respond to a call due to door failure or a door has become inoperable in a fully or partially open position. If the door cannot be placed back in service at that time, the Contractor shall take whatever steps necessary to allow the equipment to exit the bay and secure the door in the down position. The County shall be provided with a status report of the door and approximate repair costs. If the door cannot be placed back in service with the minimal amount of parts, the County shall be notified of the status and repair costs. The Contractor shall perform all work necessary to return the doors to a fully operational condition to stabilize the doors if replacement parts are not immediately available. The Contractor shall expedite delivery of the replacement parts and complete repairs immediately upon receipt.

- E. If the Contractor does not meet the response time requirements, the requesting Department may use the services of the Secondary Contractor (or another Contractor if no Secondary Contractor exists), if necessary, to

fulfill their needs.

- F. The County will not reimburse the Contractor for travel time to or from the work site.

#### 5.5 Estimates

Estimates for work shall be returned to the requesting Department within three (3) working days unless a different time of return is mutually agreed to by the Contractor and the requesting Department. Estimates shall be furnished at no charge to the requesting Department and are to be considered an overhead cost by the Contractor (including any diagnostic time that might be required to make the estimate).

- A. Estimates are to be detailed, outlining contract costs including time and materials and equipment rental (if required). The Contractor shall verify all dimensions and conditions in the field.
- B. Estimates shall provide a schedule for the start date once the estimate is issued and purchase order is issued, and the number of days estimated for completion of any work. Time is of the essence in all work assignments.
- C. Estimates will cover only quoted work. Unforeseen or unknown repairs or work will be agreed upon by the Contractor and the County in advance of performance of the work. The County and the requesting Department shall not be liable for payment for work not agreed to in advance including the estimate for the work. Failure to obtain prior approval from a requesting Department for a change to the original proposal in the form of a purchase order shall result in the requesting Department and the County not being liable for payment for the additional work.

#### 5.6 Company Contact

- A. Contractor shall provide a contact name and telephone number for use during Regular Hours. Any messages left during regular business hours (by any means) shall be answered and the call returned within thirty (30) minutes of the time when the message was left.
- B. Contractor shall provide a contact name and telephone number for emergency calls occurring during Overtime Hours. If a voice mail paging system service or answering service is used, Contractor shall be required to initiate a call back to the sender within thirty (30) minutes of the page or the call to the answering service. Failure to meet this call back response will be just cause for the requesting agency to utilize the services of the Secondary Contractor or another Contractor if no Secondary Contractor exists.

#### 5.7 Work Sites

- A. Contractor shall take full responsibility for the protection and safekeeping of project materials stored on premises.
- B. Use of Premises: On or about the premises, the Contractor shall cause all

apparatus, materials, and activities of personnel to be confined to the limits indicated by law, ordinances, permits and directions and shall not encumber or permit the premises to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not duly interfere with the progress of the work or the work of any other Contractor or the work of the requesting agency. The Contractor shall be responsible for repairing or replacing any item damaged by their operations within 24 hours after notification by the requesting agency that such damage has occurred.

- C. At the end of each workday, Contractor shall ensure that worksite is left broom clean. Furthermore, at the end of each workday, the Contractor shall remove all refuse, rubbish, scrap materials, and debris from any and all worksites to the extent that the trash is the result of Contractor's operations.
- D. At the completion of the work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures, including foundations thereof, and debris of every nature resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition. Upon Contractor's failure to do so, the County or requesting Department shall have the right to remove such surplus material, false work, temporary structures, including foundations thereof, and debris, in order to put the site into a neat, orderly condition and charge the costs to the Contractor. Such costs may include the use of other outside Contractor and/or personnel costs based upon the position of the personnel in the requesting Department. To the extent that the requesting Department may utilize volunteer personnel, the County will determine the personnel costs by equating the volunteer personnel to the personnel costs in the Department of Fire and Rescue.
- E. Contractor shall not use any County owned or leased dumpsters under any circumstances.

#### 5.8 Parts

All parts used under this contract shall be new and unused. Replacement parts shall be equal to or superior in quality to the part replaced. Parts shall be the manufacturer's recommended replacement part. The Contractor shall not be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization by the County.

#### 5.9 Warranty

All work under this contract shall include a warranty for both labor and materials for a period of one (1) year from the date of acceptance by the County. Should the equipment manufacturer provide an extended warranty, the Contractor shall honor this warranty period.

#### 5.10 Reporting and Records

The Contractor shall have and maintain complete and accurate records of all

preventive maintenance services performed, repairs made (including services calls), and replacement parts installed during the life of the contract.

Records of the status and condition for each overhead door and operating system(s) must include:

- A. Date,
- B. Location,
- C. Manufacturer, model and operating system,
- D. Serial Number,
- E. Date of last maintenance and upcoming scheduled maintenance date, and
- F. Current Condition of Overhead Door(s) and/or Security Gate(s) system(s) and recommendations for improved efficiency.

Records of Work Order Site reports must include:

- A. Time of Arrival,
- B. Time of Departure,
- C. Summary of the request,
- D. Detailed summary of the work performed, and
- E. Summary of any additional work required or recommended.

- 5.11 The Contractor shall be responsible for work involving replacement, renovation, expansion, or new construction projects utilizing these types of automatic doors.
- 5.12 Upon the award of this contract, the Contractor shall participate in a Kickoff Meeting hosted by the Contract Administrator to discuss contract requirements and the transition process.

## **6.0 TERMS AND CONDITIONS**

The Contract with the successful bidder will contain the following Terms and Conditions. **These Terms and Conditions are not negotiable.**

### **6.1 Procedures**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the applicable Department or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the applicable Department or his/her authorized representative (s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.



## 6.2 Term

The Contract period shall cover the period from June 1, 2023 through May 31, 2024, or an equivalent period depending on the date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, terms, and conditions as the initial term.

## 6.3 Quantities

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract or relieve the Contractor of its obligation to fill all orders placed by the County.

## 6.4 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

## 6.5 Material Safety Data Sheets

By law, the County will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

## 6.6 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.

6.7 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.

6.8 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:  
Coverage A: Statutory

	Coverage B:	\$100,000
2.	General Liability:	
	Per Occurrence:	\$1,000,000
	Personal/Advertising Injury:	\$1,000,000
	General Aggregate:	\$2,000,000
	Products/Completed Operations:	\$2,000,000 aggregate
	Fire Damage Legal Liability:	\$100,000

**GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis**

3.	Automobile Liability:	
	Combined Single Limit:	\$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4.
  - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
  - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
  - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
  - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
  - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

#### 6.9 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorney's fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third-parties.

#### 6.10 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

#### 6.11 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

#### 6.12 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.

#### 6.13 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.

#### 6.14 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, 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.

#### 6.15 Drug-Free Workplace

Every Contract 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 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 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.

6.16 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

6.17 Immigration Reform and Control Act of 1986

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.

6.18 Substitutions

NO substitutions, additions, or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.19 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

6.20 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable, and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this

Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.21 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.

6.22 Ordering, Invoicing and Payment

All orders requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Upon delivery and acceptance of the order, the Contractor shall submit an invoice detailing the appropriate charges.

Invoices shall be submitted electronically to [dept-genserv-invoices@loudoun.gov](mailto:dept-genserv-invoices@loudoun.gov) and a copy of the invoice shall be mailed to:

County of Loudoun, Virginia  
Department of General Services  
801 Sycolin Road, SE  
PO Box 7100  
Leesburg, VA 20177

Upon receipt of invoice and final inspection and acceptance of the service, the County will render payment within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.23 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or



- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.24 Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6.25 Termination

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.26 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.27 Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, 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.

6.28 Governing Law/Forum

This Agreement 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. 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.

6.29 Notices

All notices and other communications hereunder 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  
Attn: Heather DeHaven

**Via delivery method (a) or (b)**

1 Harrison Street, SE, 1<sup>st</sup> Floor  
Drop Box labeled “**Procurement Bids and Proposals**”  
Leesburg, VA 20175

**Or**

**Via delivery method (c)**

P.O. Box 7000  
Leesburg, VA 20175

Public access to County facilities is extremely limited. The mailing or delivery by an agent of notice is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175 ONLY in the **Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.**

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.

6.30 Licensure

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, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.31 Authority to Transact Business in Virginia

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 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 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.

6.32 Background Checks

The Contractor shall obtain criminal background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check **MUST** be completed and received by the County Contract Administrator before any personnel can work on County property. It is

recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be made quickly. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the contractor may not bill the County for any hours worked. The Contractor MUST remove any employee from County service who is convicted of a felony during his employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Contract.

**NOTE:** The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Contract.

The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable, and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

### 6.33 Confidentiality

#### A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person, or allow any other person access to, any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

In addition, the County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act.

6.34 Counterparts

This Contract and any amendments or renewals 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.

6.35 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, pandemic, endemic, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the

obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages, or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

6.36 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.37 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

## 7.0 INSTRUCTIONS TO BIDDERS

7.1 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 Attachment 1 only. Include other information, as requested, or required.
- C. All 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 and the title of the IFB.
- D. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.
- E. Bids must be received by the Division of Procurement prior to 4:00 p.m., on the date specified on the cover of the IFB. Local time can be verified by visiting <https://time.gov/> and selecting Eastern time. 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.
- F. Bids must be submitted via one of the following options:

US Mail to:  
County of Loudoun, Virginia  
Attn: Division of Procurement  
PO Box 7000  
Leesburg, Virginia 20177-7000

Or

Hand delivered to:  
County of Loudoun, Virginia  
Attn: Division of Procurement  
1 Harrison Street, S.E., **1<sup>st</sup> Floor**,  
**Drop Box: Procurement Bids and Proposals**  
Leesburg, Virginia 20175

Or

Private carrier (UPS/FedEx) to:  
Loudoun County Procurement  
1 Harrison Street, S.E.,  
**ATTN: PROCUREMENT BIDS & PROPOSALS**  
Leesburg, Virginia 20175

Faxed and e-mailed bids will not be accepted.

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.

**Due to restrictions, public access to County facilities is extremely limited. The mailing of bids is preferred. However, if a bid is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.**

**NOTE: Bids delivered in person or via private carrier services will not be able to obtain a signature. Please ensure that the requirement is removed from the package to avoid delays or rejection of the package.**

**ALL BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 p.m. on the Acceptance Date of the bid in order to be considered. Bids will not be accepted at any other building locations or after 4:00 p.m. Failure by a bidder to address and label their bid in accordance with the requirements of this section may result in bid being delivered to an incorrect location which will ultimately result in bid rejection for late submission.**

- H. Each firm shall submit one (1) original and one (1) flash drive of their bid to the County's Division of Procurement as indicated on the cover sheet of this IFB.

- I. 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 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.

## Microsoft Teams meeting

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

[Click here to join the meeting](#)

Meeting ID: 244 821 008 409

Passcode: vTCTdB

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

**Or call in (audio only)**

[+1 757-600-4923,,107713348#](#) United States, Virginia Beach

Phone Conference ID: 107 713 348#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

### 7.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all bidders. However, when requested, complex oral questions shall be submitted in writing. 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 noon, April 19, 2023*. It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their bid. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

### 7.3 Exceptions/Additions

No exceptions or additions to the Specifications/Scope of Work or Contract 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 Contract 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.

7.4 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

7.5 Unit Price

Bid unit price on quantity specified, extend, and show total. In case of errors in extension, unit prices shall govern.

7.6 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery-related costs shall be included in the cost of performing the work proposed in the price proposal.

7.7 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, **pursuant to Section 2.2-4342 of the Code of Virginia, 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. Failure to abide by this procedure may result in disclosure of the bidder's information.** 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.

7.8 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 will 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 a "manager" must sign if so specified by the articles or 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.

7.9 Correction or Withdrawal of Bids and Cancellation of Awards

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted

at the County's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County 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 (5%). If a bid is withdrawn, the lowest responsive and responsible 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.

#### 7.10 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County, nor shall it result in an extension of time without the County's approval.

#### 7.11 Use of Brand Names

Unless otherwise provided in this IFB, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the IFB is descriptive -- NOT restrictive -- it is provided to generally indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If the bid is based on offering other than the referenced or specified items, the bid must show the name of the manufacturer, brand or trade name, catalog number, etc., of article offered. If other than the brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. Bidders must certify that item(s) offered meet and/or exceed specifications. If an item considered as being equal by the bidder is offered and not accepted, the bid shall be rejected. If a bidder makes no other offer and takes no exception to specifications or reference data, it will be required to furnish the brand names, numbers, etc., as specified.

#### 7.12 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of bid as non-responsible. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

7.13 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to bidder, if requested, at bidder's expense. Each sample must be marked with bidder's name and address, IFB number and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO BID.

7.14 Quantities

The quantities specified in this Invitation for Bid are estimated only and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract or relieve the Contractor of his obligation to fill all orders placed by the County.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT LOUDOUN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

7.15 Delivery

Time is of the essence. Bid must show number of calendar days required to complete the services under normal conditions. A five (5) day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be disregarded as nonresponsive. Delivery of materials shall be made during normal working hours only, 9:00 am to 4:00 pm, unless prior approval for an alternate delivery has been obtained from the County.

7.16 Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

7.17 Late Bids

LATE bids shall be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

7.18 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.

7.19 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.

7.20 Vendor Preference in Tie Bids

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

7.21 Anti-Trust Violations

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

7.22 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost.

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.

7.23 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.

7.24 Notice of Award

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

7.25 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. Protests shall be submitted to the Director, Finance and Procurement.

7.26 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon

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

A bidder or offeror 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 or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror 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 or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror 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 <http://www.scc.virginia.gov/>.

#### 7.28 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.

#### 7.29 Acknowledgement of Contract

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

#### 7.30 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>.

#### 7.31 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.

#### 7.32 Legal Action

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



Loudoun County, Virginia

Division of Procurement  
One Harrison Street, 4<sup>th</sup> Floor, MSC #41C  
Leesburg, Virginia 20175

**8.0 OVERHEAD DOOR AND SECURITY GATE REPAIR AND MAINTENANCE  
BID SUBMISSION FORMS**

THE FIRM OF: \_\_\_\_\_

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

\_\_\_\_\_

FEIN \_\_\_\_\_

NOTICE TO BIDDERS: The following required services shall be provided according to the terms and conditions contained herein.

**TOTAL FROM ATTACHMENT #1**                      \$ \_\_\_\_\_

A. 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 (7.30):	_____
2. Certificate of Insurance (7.31):	_____
3. Addenda, if any (Informality):	_____

B. 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 (7.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms (6.22):	_____ net 30 or ___ Other
3. F.O.B. Destination-Freight Prepaid and Included (7.6):	_____
4. Proof of Authority to Transact Business in Virginia Form (7.27):	_____

- 5. Attachment 1 –Pricing Page \_\_\_\_\_
- 6. Bidder's Brochure/Catalog (4.1) \_\_\_\_\_
- 7. References (on County form) (4.2): \_\_\_\_\_
- 8. One (1) Original Bid and One (1) Electronic Copy  
On USB (7.1.H) \_\_\_\_\_

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

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

E-mail \_\_\_\_\_

Name of person authorized to bind the Firm (7.8): \_\_\_\_\_

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

*By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.*



## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeree 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/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeree 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 or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeree 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.

If this bid/proposal 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):

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

\_\_\_\_\_  
Legal Name of Bidder/Offeror

\_\_\_\_\_  
Date

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

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



References for: Overhead Door and Security Gate Repair and Maintenance

Bidders shall provide references on this form.

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_
2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_
3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_
4. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_

**HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?**

RFQ 607792

Please take the time to mark the appropriate line and return with your bid.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

Other \_\_\_\_\_

**SERVICE RESPONSE CARD**

RFQ 607792

Date of Service: \_\_\_\_\_

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent  Good  Average  Fair  Poor

Did you have contact with Procurement staff?

How would you rate the manner in which you were treated by the Procurement staff?

Excellent  Good  Average  Fair  Poor

How would you rate the overall response to your request?

Excellent  Good  Average  Fair  Poor

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Thank you for your response!  
 We can better assess our service to *you* through feedback from *you*.

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

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

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Procurement Division •  
 PO Box 7000 • Leesburg, VA 20177**



### **Cooperative Rider Clause**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MwCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

#### **Format**

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

#### **1. Terms**

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

#### **2. Other Conditions - Contract and Reporting**

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MwCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links [www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/) and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

## ATTACHMENT 1 – PRICING PAGE

### Section A

Line Item	Description	No. of Doors/Gates	Type of Door	Audible or Visual Alarms	Electric Door Opener	Unit	Unit Price Per <b>PM</b> Visit
1	General Services Shops 1002B Sycolin Rd Leesburg VA 20175	15	OH 14 GT 1	No	Comercial Coil and Standard	Per Site/ Per Bldg	\$
2	606 Marshall Dr 606 Marshall Dr Leesburg VA 20176	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$
3	750 Miller Dr 750 Miller Dr Leesburg VA 20175	6	Overhead	No	Comercial Coil	Per Site/ Per Bldg	\$
4	751 Miller Dr 751 Miller Dr SE Leesburg VA 20175	6	Overhead	No	Comercial Coil	Per Site/ Per Bldg	\$
5	801 Sycolin Rd 801 Sycoiln Rd Leesburg VA 20175	2	Gates	No	Sliding Chain Drive Gates	Per Site/ Per Bldg	\$
6	803 Sycolin Rd 803 Sycolin Rd Leesburg VA 20175	2	Gates	No	Sliding Chain Drive Gates	Per Site/ Per Bldg	\$
7	Adult Detention Center 42035 Loudoun Center Pl Leesburg VA 20175	4	Bi-Fold	No	Hydraulic Bi-Fold	Per Site/ Per Bldg	\$
8	Aldie Fire and Rescue 39459 John Mosby Blvd Aldie VA 20105	7	Overhead	No	Comercial Standard	Per Site/ Per Bldg	\$
9	Ambleside Ct Group Home 1 43204 Ambleside Ct Ashburn VA 20147	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$
10	Ambleside Ct Group Home 2 43208 Ambleside Ct Ashburn VA 20147	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$
11	Ashburn Sheriffs Station 20272 Savin Hill Dr Ashburn VA 20147	7	OH 5 GT2	Yes	Comercial Standard Hydraulic Gates	Per Site/ Per Bldg	\$
12	Animal Shelter New 42225 Adoption Dr Leesburg VA 20175	1	OH 1 GT1	No	Comercial Standard Chain Drive Gate	Per Site/ Per Bldg	\$
13	Animal Shelter Old 39820 Charlestown Pike Waterford VA 20197	5	OH 3 GT 2	No	Comercial Standard Chain Drive Gates	Per Site/ Per Bldg	\$
14	Blacksmith Sq Group Home 43503 Blacksmith Sq Ashburn VA 20147	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$
15	Claude Moore Farm Museum 21668 Heritage Farm Ln Sterling VA 20164	3	Overhead	No	Comercial Coil Doors	Per Site/ Per Bldg	\$

**Section A**

Line Item	Description	No. of Doors/Gates	Type of Door	Audible or Visual Alarms	Electric Door Opener	Unit	Unit Price Per PM Visit
16	Claude Moore Rec Center 46105 Loudoun Park Ln Sterling VA 20164	1	Overhead	No	Comercial Coil Door	Per Site/ Per Bldg	\$
17	Courts Complex 18 East Market St Leesburg VA 20176	2	Overhead	No	Comercial Coil Doors	Per Site/ Per Bldg	\$
18	Brambleton Fire and Rescue 23675 Belmont Ridge Rd Brambelton VA 20148	8	OH / Bi Fold	Yes	5 Comercial Standard 3 Bi-Fold	Per Site/ Per Bldg	\$
19	DIT 41975 Loudoun Center Pl Leesburg VA 20175	1	Overhead	No	Comercial Standard	Per Site/ Per Bldg	\$
20	Dulles Safety Center 24950 Riding Center Dr South Riding VA 20152	12	OH and GT	Yes	3 Ryttec Doors 7 Comercial Standard 2 Hydraulic Gates	Per Site/ Per Bldg	\$
21	Eastern Loudoun Sheriffs 46620 E Fredrick Dr Sterling VA 20164	7	OH and GT	Yes	5 Comercial Standard 2 Chain Drive Gates	Per Site/ Per Bldg	\$
22	Firing Range Shrive Mill Rd Leesburg VA 20175	10	OH and GT	No	10 Comercial Coil 2 Hydraulic Gates	Per Site/ Per Bldg	\$
23	Govt Center 1 Harrison St Leesburg VA 20177	3	Overhead	No	Comercial Coil	Per Site/ Per Bldg	\$
24	F/R Hi-Bay 16595 Courage Ct Leesburg VA 20175	10	OH and GT	No	2 Comercial Coil 5 Comercial Standard 1 Residential 2 Chain Drive Gates	Per Site/ Per Bldg	\$
25	Kencora Fire and Rescue 45900 Russel Branch Pkwy Sterling VA 20166	8	Overhead	Yes	Comercial Standard	Per Site/ Per Bldg	\$
26	Kentwell Group Home 47124 Kentwell Pl Sterlin VA 20165	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$
27	Kirpatrick Farms Fire and Rescue 41380 Gardenia Dr Aldie VA 20105	8	Bi -Fold	Yes	Bi-Fold	Per Site/ Per Bldg	\$
28	Landfill 21101 Evergreen Mills Rd Leesburg VA 20175	5	OH and GT	No	2 Comercial Standard 1 Residential 2 Chain Drive Gates	Per Site/ Per Bldg	\$
29	Lansdowne Fire and Rescue 19485 Sandridge Wy Leesburg VA 20176	6	Overhead	Yes	Comercial Standard	Per Site/ Per Bldg	\$
30	Lawson Rd 21 Lawson Rd Leesburg VA 20176	4	Overhead	No	3 Comercial Coil 1 Residential Standard	Per Site/ Per Bldg	\$
31	Loudoun Heights Fire and Rescue 13345 Harpers Ferry Rd Purcellville VA 20132	6	Overhead	Yes	Comercial Standard	Per Site/ Per Bldg	\$

**Section A**

Line Item	Description	No. of Doors/Gates	Type of Door	Audible or Visual Alarms	Electric Door Opener	Unit	Unit Price Per PM Visit
32	Lucketts Fire and Rescue 42367 Lucketts Rd Leesburg VA 20176	8	Bi- Fold	Yes	Comercial Bi-Fold	Per Site/ Per Bldg	\$
33	Middleburg Fire and Rescue 910 W Washington St Middleburg VA 20177	7	Overhead	Yes	Comercial Standard	Per Site/ Per Bldg	\$
34	Moorefield Fire and Rescue 43495 Old Ryan Rd Ashburn VA 20148	6	Overhead	Yes	Comercial Standard	Per Site/ Per Bldg	\$
35	Parks and Rec Warehouse 849 Trailview Blvd Leesburg VA 20176	7	OH and GT	No	6 Comercial Standard 1 Chain Drive Gate	Per Site/ Per Bldg	\$
36	Primula Ct. Group Home 46486 Primula Ct Sterling VA 20165	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$
37	Purcellville Fire and Rescue 500 N Maple Ave Purcellville VA 20132	14	Overhead	Yes	Comercial Standard	Per Site/ Per Bldg	\$
38	Red Rum Fire and Rescue Old 21660 Red Rum 138-148 Ashburn VA 20147	2	Overhead	No	Comercial Standard	Per Site/ Per Bldg	\$
39	Red Rum Fire and Rescue New 21750 Red Rum 107-112 Ashburn VA 20147	2	Overhead	No	Comercial Standard	Per Site/ Per Bldg	\$
40	Red Rum Sheriff 21750 Red Rum Ashburn VA 20147	3	Overhead	No	Comercial Standard	Per Site/ Per Bldg	\$
41	Round Hill Group Home 17394 Arrowhead Pl Round Hill VA 20141	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$
42	Shenandoah Office Bldg 102 Heritage Wy Leesburg VA 20176	1	Overhead	No	Comercial Coil	Per Site/ Per Bldg	\$
43	Stonebridge Group Home 41990 Pepperbush Pl Aldie VA 20105	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$
44	Surplus 14 Cardinal Pak Dr Leesburg VA 20176	3	Overhead	No	Comercial Coil	Per Site/ Per Bldg	\$
45	Western Loudoun Sheriff St. 47 W Loudoun St Round Hill VA 20141	8	OH and GT	No	4 Comercial Standard 4 Bi-Fold Gates	Per Site/ Per Bldg	\$

**Section A**

Line Item	Description	No. of Doors/Gates	Type of Door	Audible or Visual Alarms	Electric Door Opener	Unit	Unit Price Per PM Visit
46	Sweet Andrea Group Home 22755 Sweet Andrea Dr Ashburn VA 20148	1	Overhead	No	Residential Standard	Per Site/ Per Bldg	\$

**Section A Subtotal**      **\$**

Prices for **Preventive Maintenance (PM)** shall include inspection, lubrication of moving parts, and adjustments as required. These services will be provided on an Annual, Semi-Annual or Quarterly basis as scheduled or requested by the County.

Notes: Roll up door(s) manually operate and not equipped with visual/audible warning systems.

**Section B**

Hours to be worked and parts to be purchased are estimated below.

Line Item	Description	Annual Estimate	Hourly Rate	Extended Price
29	Mechanic: Regular Hourly Rate		\$	\$
30	Helper: Regular Hourly Rate		\$	\$
31	Mechanic: Overtime Hourly Rate		\$	\$
32	Helper: Overtime Hourly Rate		\$	\$

**Section B Subtotal**      **\$**

**Section C**

Line Item	Description	Annual Estimate	Percent Discount	Annual Estimate Less Discount
33	Parts	100,000.00	%	\$
34	If parts discount is off original invoice, Contractor must include a copy of that invoice with their invoice for services for verification.			

**Section C Subtotal**      **\$**

**TOTAL COST (SECTION A + B + C)**      **\$**



## Procurement

Department of Finance and Budget  
1 Harrison Street, SE, PO Box 7000 Leesburg, VA 20177-7000  
703-777-0403  
[procurement@loudoun.gov](mailto:procurement@loudoun.gov)  
[loudoun.gov/procurement](http://loudoun.gov/procurement)

DATE: 04/21/2023

### NOTICE TO BIDDERS

ADDENDUM NO. 1

RFQ 607792

The following changes and/or additions shall be made to the original Invitation for Bid (IFB) for Overhead Door and Security Gate Repair and Maintenance, RFQ 607792. **Please acknowledge receipt of this addendum by signing and returning with your bid documents.**

1. Attached are the responses to questions received by the County related to this IFB.

Prepared By: /s/Heather DeHaven Date: April 21, 2023

Acknowledged By: \_\_\_\_\_ Date: \_\_\_\_\_



## Questions and Answers

**Q1:** In Section 5.9 Warranty, is the warranty for both labor and materials for a one (1) year period from the date of acceptance negotiable?

**A1:** No, as stated in Section 5.9 of this IFB, “all work shall include a warranty for both labor and materials for a period of one (1) year from the date of acceptance by the County. Should the equipment manufacturer provide an extended warranty, the Contractor shall honor this warranty period.”

**Q2:** In Section 6.32 Background Checks, will an annual background check to obtain a badge from the Metropolitan Washington Airport Authority satisfy this requirement? If not, what institution will be acceptable to obtain the background check needed for Loudoun County?

**A2:** No, as stated in Section 6.32 of this IFB, “the background check **MUST** be completed and received by the County Contract Administrator before any personnel can work on County property.” It is at the Contractor’s discretion to determine which institution to provide the required background checks.

**Q3:** In Section 7.4 Firm Pricing for County Acceptance, states “Discount from List” bids are not acceptable, but on Attachment 1 – Pricing Page (Attachment 1) Line Item 33, the Pricing Page requests a Percent Discount for Parts. Section 7.4 and Line Item 33 seem to be contradictory statements. Is a parts list with a percentage discount acceptable?

**A3:** As stated in Section 7.4 of this IFB, ““discount from list” bids are not acceptable unless requested.” Line Item 33 of Attachment 1 requests a Percent Discount to be applied to **All** Parts. Therefore, a parts list with a percentage discount is not acceptable.