



Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

ADDITIONAL USER CONTRACT
GMU-CM0610-26

In accordance with §6 of the *Governing Rules* it is the intent of George Mason University to access the contract listed below incorporating the Scope of Work as mutually agreed by both parties.

DATE: July 9, 2026

CONTRACT TITLE: Overhead door & Security Gate Repair & Maintenance

CONTRACT ORIGIN: Loudoun County

RFP/IFB/CONTRACT NO: RFQ 607792 / 232826

CONTRACTOR: **Washington Overhead Door Inc**
DBA Overhead Door Company of Washington
6841 Distribution Drive
Beltsville, MD 20705

CONTRACT PERIOD: Date of Signature to May 31, 2027 with one (1) successive one-year renewal options. This Contract maybe renewed at GMU's discretion if Loudoun County elects to renew RFQ 607792 / 232826.

SCOPE OF WORK: Contractor shall provide Overhead door & Security Gate Repair & Maintenance for the Facilities group and other departments of George Mason University in accordance with this Additional User Contract and Loudoun County elects to renew RFQ 607792 / 232826. Overhead door & Security Gate Repair & Maintenance will be provided on an "as needed" basis. George Mason University (herein after referred to as "George Mason," or "University") is a public institution of higher education and agency of the Commonwealth of Virginia.

During the term of this Contract, Contractor may issue Statements of Work ("SOW") to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW's must be on a form approved by George Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by George Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by George Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

George Mason may, upon written notice, terminate any individual Statement of Work ("SOW") issued under this Contract for convenience, without terminating the Contract as a whole. Termination of a SOW shall be effective immediately after receipt of written notice. Upon termination of a SOW, George Mason shall be liable only for payment of services actually performed and accepted up to the effective date of termination, reimbursable expenses incurred prior to the effective date of termination (if applicable and in accordance with the SOW), and any non-cancellable commitments expressly authorized in the SOW. Termination of an SOW shall not affect the validity or enforceability of the Contract or any other SOWs then in effect.

CONTRACT ADMINISTRATOR: Lou Robinson, Zone Manager, Zone 6, Facilities and Campus Operations robin13@gmu.edu

PRICING & PAYMENT SCHEDULE:

The pricing specified in this section represents the complete list of charges from the Contractor. George Mason shall not be liable for any additional charges.

PRICING SCHEDULE

Section 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	-
Section C		
Line Item	Description	Percent Discount
33	Parts	0%
Section D		
Line Item	Description	Daily Rate
38	Equipment Rental	\$ 550.00

Travel and parking costs will not be reimbursed by George Mason under this Contract.

Net 30 Payment Terms. Contractor should submit invoices directly to acctpay@gmu.edu on a monthly basis to avoid delays in payment. Invoices must reference a George Mason Purchase Order number. All payments will be made Net 30 after receipt of goods, services rendered or when received at acctpay@gmu.edu, whichever is later.

CONTRACT DOCUMENTS IN ORDER OF PRECEDENCE:

- A. This signed Additional User Contract GMU-CM0610-26;
- B. Loudoun County Contract RFQ 607792 / 232826 (attached).

ADDITIONAL TERMS AND CONDITIONS:

- A. **BACKGROUND CHECKS:** Prior to any of Contractor's employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for George Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to George Mason upon request. George Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.
- B. **CAMPUS ACCESS AND IDENTIFICATION:** Assigned personnel shall comply with all University security,

escort, badging, visitor-management, and access-control requirements. Contractor shall ensure that each assigned worker displays University-issued and/or approved identification while on campus, enters only authorized areas necessary for the assignment, and returns all badges, keys, access cards, parking permits, devices, and University property immediately upon demand, reassignment, or completion of the assignment. The University may suspend or revoke access at any time.

- C. CONTRACTOR DAMAGE: Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the premises shall obey the rules and regulations that are established by Mason and shall comply with the reasonable directions of the institution's officers. Contractor shall be responsible for the acts of its employees and agents acting within the scope of their employment while on the Premises. Accordingly, Contractor agrees to take necessary measures to prevent injury and loss to persons or property located on the Premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, to its pre-existing condition (or otherwise, to the satisfaction of Mason), any damage that it, or its employees or agents, may cause to the Premises or equipment; on Contractor's failure to do so, Mason may repair such damage and have the option to deduct the cost thereof from amounts otherwise payable to Contractor, or Contractor shall reimburse Mason within ten (10) days of request by Mason for the cost of repair. Contractor shall perform the Services without unreasonably interfering in any way with the activities of Mason faculty, students, staff, or visitors.
- D. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- E. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- F. END OF ASSIGNMENT; OFFBOARDING: Upon termination, expiration, replacement, or University request, Contractor shall immediately remove the worker from the assignment and ensure return of all University badges, keys, cards, equipment, documents, and property, and cessation of all access to University facilities and systems. Contractor shall certify return or secure destruction of University Data in Contractor's or the worker's possession.
- G. EMPLOYMENT STATUS; EMPLOYER OF RECORD: Contractor is and shall remain the employer of record for all temporary personnel assigned under this Agreement. No temporary worker supplied by Contractor shall be deemed an employee of the University for payroll, tax, unemployment, workers' compensation, benefits, leave, retirement, or any other purpose. Contractor shall be solely responsible for all wages, payroll taxes, tax withholding, unemployment contributions, workers' compensation coverage, employment eligibility verification, and all other employer obligations relating to assigned personnel.

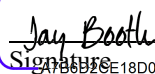
- H. INDEMNIFICATION: Supplier must indemnify, defend, save, and hold George Mason University including their agents and employees, harmless from any claims or causes of action, including attorneys' fee incurred by George Mason University, to the extent arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Services has been used according to its specifications. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.
- I. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to George Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and George Mason University shall be named as an additional insured. By requiring such minimum insurance, George Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
1. Commercial General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.
- J. INDEPENDENT CONTRACTOR: The Contractor is not an employee of George Mason, but is engaged as an independent contractor. Nothing in this Contract is intended to, nor shall it create or be deemed to create any partnership, joint venture, franchise, agency or other legal association between the parties. The parties are independent contractors, and any references to a relationship other than that of independent contractors shall be of no force or effect. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, George Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind George Mason or to otherwise act on behalf of George Mason, except as George Mason may expressly authorize in writing.
- K. NO ASSIGNMENT OR SUBCONTRACTING WITHOUT APPROVAL: Contractor shall not assign this Agreement, delegate performance, or utilize subcontractors or lower-tier staffing providers to furnish temporary personnel without the University's prior written consent. Any approved subcontractor shall be bound to the same screening, insurance, confidentiality, conduct, and access-control obligations imposed on Contractor.
- L. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit George Mason from acquiring the same or similar goods and/or services from other entities or sources.
- M. NON-SOLICITATION / NON-COMPETE: George Mason University, as a state agency of the Commonwealth of Virginia, shall not be subject to or bound by any non-solicitation or non-compete provisions. While George Mason University will agree not to actively recruit temporary personnel, all University positions are publicly posted, and contractor employees may freely apply for, be considered for, and accept employment with the University without restriction. Any provision to the contrary shall be deemed null, void, and unenforceable.

- N. PARKING: The Contractor and its employees shall adhere to the regulations of the university's Parking Services Office. Valid contractor permits must be displayed by all contractor owned and/or employee-owned vehicles while parking on campus. Purchase of parking permits, payment of parking fines, or towing fees are the responsibility of the Contractor / vehicle owner. Contact Parking Services at 703-993-2710 or visit <https://transportation.gmu.edu/parking/> for permit information.
- O. POLICY COMPLIANCE; WORKPLACE CONDUCT; TRAINING: Contractor shall ensure that all assigned personnel comply with University policies and campus rules applicable to non-employees, including safety, security, civility, anti-harassment, non-discrimination, drug-free workplace, acceptable use, confidentiality, and any department-specific onboarding rules.
- P. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by George Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- Q. RESPONSIBILITY FOR PROPERTY AND ASSETS: Mason shall bear no responsibility for the loss, theft, mysterious disappearance of, or damage to, regardless of the cause, merchandise, equipment, inventory, tools, materials, supplies, and all other personal property of Contractor or its employees, subcontractors, or materialmen. Contractor shall take reasonable precautions to protect its property and assets left on the Premises.
- R. RIGHT TO REJECT, REMOVE, and REPLACE PERSONNEL: The University may reject any proposed temporary worker before assignment and may require Contractor to remove from University premises, systems, or work immediately any temporary worker whom the University determines, in its reasonable judgment, is unqualified, poses a safety or security risk, violates University policy, engages in misconduct, fails to maintain required credentials, or is otherwise unsuitable for the assignment. Contractor shall promptly provide a qualified replacement at no additional charge to the University unless the University elects to end the assignment.
- S. TOOLS, EQUIPMENT, MATERIALS and SUPPLIES: Contractor shall ensure that all temporary personnel assigned under this Contract provide, at their own expense, all ordinary hand tools customarily required to perform the job functions, duties, and tasking assigned under this Contract. The University shall furnish, as determined necessary by the University, any power tools, specialized equipment, materials, or consumable supplies required for performance of the Services. Contractor shall be responsible for ensuring that its temporary personnel use all tools and equipment in a safe and proper manner and in compliance with all applicable laws, regulations, manufacturer instructions, and University safety policies. Nothing in this provision shall be construed to obligate the University to supply personal hand tools or to assume responsibility for loss of or damage to Contractor-owned hand tools.

IN WITNESS WHEREOF, this Contract has been executed by an authorized representative of each party as of the date set forth beneath such party's designated representative's signature.

Washington Overhead Door Inc
DBA Overhead Door Company of Washington

Signed by:


 Signature

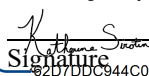
Name: Jay Booth

Title: G.M.

Date: 7/10/2026

George Mason University

DocuSigned by:


 Signature

Name: Katherine Sirotin

Title: Director, Major Purchases and Contracts

Date: 7/13/2026

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 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 Brambleton 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 Rytex 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

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	\$ 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 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		
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	\$ -
Section C		
Line Item	Description	Percent Discount
33	Parts	0%
Section D		
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



Signed with PandaDoc

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



RFQ 607792A

CONTRACT AMENDMENT #1

This Agreement constitutes an amendment to Contract RFQ 607792 for Overhead Door and Security Gate Repair and Maintenance between the **COUNTY OF LOUDOUN, VIRGINIA** ("County") and **WASHINGTON OVERHEAD DOOR, INC. dba OVERHEAD DOOR COMPANY OF WASHINGTON, DC** ("Contractor") (collectively, the "parties").

In consideration of the mutual covenants set forth herein, the parties agree to amend and modify the Contract effective June 1, 2024 as follows:

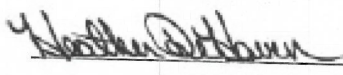
2.2 Term

The Contract will be renewed for the period of June 1, 2024 through May 31, 2025. There are three (3) additional one (1) year renewal periods remaining on this Contract.

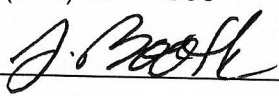
In all respects not specifically mentioned or altered by Amendment, the original Contract shall remain in full force and effect.

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 DeHavenTitle: Contracting OfficerDate: April 30, 2024**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: J. BoothTitle: G.M. General ManagerDate: 4.30.24**APPROVED AS TO FORM:**By: Tina P. Estevao

Tina P. Estevao
Senior Assistant County Attorney

RFQ 607792B

CONTRACT AMENDMENT #2

This Agreement constitutes an amendment to Contract RFQ 607792 for Overhead Door and Security Gate Repair and Maintenance between the **COUNTY OF LOUDOUN, VIRGINIA** ("County") and **WASHINGTON OVERHEAD DOOR, INC. dba OVERHEAD DOOR COMPANY OF WASHINGTON, DC** ("Contractor") (collectively, the "parties").

In consideration of the mutual covenants set forth herein, the parties agree to amend and modify the Contract effective June 1, 2025 as follows:

2.2 Term

The Contract will be renewed for the period of June 1, 2025 through May 31, 2026. There are two (2) additional one (1) year renewal periods remaining on this Contract.

In all respects not specifically mentioned or altered by Amendment, the original Contract shall remain in full force and effect.

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175
Phone: (571) 627-7430
Fax: (703) 771-5097

By: 

Name: Heather DeHaven, NIGP-CPP, VCO

Title: Senior Contracting Officer

Date: April 4, 2025

**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: Jay Booth

Title: General Manager

Date: 4.4.25

APPROVED AS TO FORM:

By: 
Tina P. Estevao
Senior Assistant County Attorney

RFQ 607792C

CONTRACT AMENDMENT #3

This Agreement constitutes an amendment to Contract RFQ 607792 for Overhead Door and Security Gate Repair and Maintenance between the **COUNTY OF LOUDOUN, VIRGINIA** ("County") and **WASHINGTON OVERHEAD DOOR, INC. dba OVERHEAD DOOR COMPANY OF WASHINGTON, DC** ("Contractor") (collectively, the "parties").

In consideration of the mutual covenants set forth herein, the parties agree to amend and modify the Contract effective June 1, 2026 as follows:

2.2 Term

The Contract will be renewed for the period of June 1, 2026 through May 31, 2027. There is one (1) additional one (1) year renewal period remaining on this Contract.

In all respects not specifically mentioned or altered by Amendment, the original Contract shall remain in full force and effect.

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175
Phone: (571) 627-7430
Fax: (703) 771-5097

By:  _____

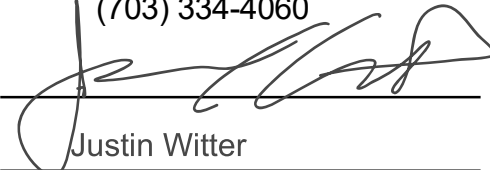
Name: Heather DeHaven, NIGP-CPP, CPPB

Title: Senior Contracting Officer

Date: May 26, 2026

**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: Justin Witter

Title: Vice President, Sales

Date: 5-22-26

APPROVED AS TO FORM:

By:  _____
for Tina P. Estevao
Senior Assistant County Attorney