



FAUQUIER COUNTY PUBLIC SCHOOLS

Contract # 26-101-S-R
Riding Loudoun County (Contract # RFQ 679887)
Next Generation Security Concepts, Inc.

This Agreement is made and entered into this 12th day of February 2026, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and Next Generation Security Concepts, Inc. having its principal place of business at 21 Main Street, Round Hill, VA 20141, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Security Systems Design, Installation and Maintenance Services.

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.

CONTRACT PERIOD: Date of execution through January 31, 2027 with five (5) one-year options to renew, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form;
- (2) Fauquier County Service Terms & Conditions;
- (3) Loudoun County IFB RFQ 679887 for Security Systems Design, Installation, and Maintenance Services dated November 20, 2025 inclusive of any attachment and addendums; and
- (4) Loudoun County Agreement for Service RFQ 679887 dated January 29, 2026 and Contractor's Bid Submission RFQ 679887 dated December 12, 2025, inclusive of all modifications and any documents included or incorporated by reference all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Next Generation Security Concepts, Inc.		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:	<i>Larry Flohr II</i>	By:	<i>ASR Nelson</i>
Title:	President	Title:	Director of Procurement
Date:	2/11/2026	Date:	2/12/2026



PROCUREMENT DEPARTMENT

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

If this quote for goods or services is accepted by the County of Fauquier, 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.

- A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is 07289408.
- B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.
- C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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

Next Generation Security Concepts, Inc.

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

Next Generation Security Concepts, Inc.

Legal Name of Offeror/Bidder

2/11/2026

Date

Larry Flohr II

Authorized Signature

Larry Flohr II, President

Print or Type Name and Title

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DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<input checked="" type="checkbox"/>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<input checked="" type="checkbox"/>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<input checked="" type="checkbox"/>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
<input type="checkbox"/>	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
<input type="checkbox"/>	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
<input type="checkbox"/>	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
<input type="checkbox"/>	7. Umbrella Liability Best's Guide Rating-A-VIII or better or its equivalent.	7. \$1,000,000 Minimum
<input type="checkbox"/>	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<input checked="" type="checkbox"/>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<input checked="" type="checkbox"/>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<input checked="" type="checkbox"/>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<input checked="" type="checkbox"/>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Next Generation Security Concepts, Inc.

FIRM

Larry Flohr
SIGNATURE

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Procurement Department
 Fauquier County Government & Public Schools
 320 Hospital Drive, Suite 23
 Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor’s employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor’s employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property during regular school hours or during school-sponsored activities has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § [19.2-392.02](#); any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Next Generation Security Concepts, Inc.
 Company Name

21 Main St, Round Hill, VA 20141
 Company Address

Larry Flohr II
 Print Name of Authorized Representative

Larry Flohr II
 Authorized Representative Signature

26-101-S-R, Riding Loundoun County
 Contract # and Title

540-338-8160
 Company Phone Number

President
 Authorized Representative Title

2/11/2026
 Date

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GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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- 1. AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 - 2. COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

- 3. CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
- 4. MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
- 5. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- 6. WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case

of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal 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/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
- Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, 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 Owner 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. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror’s as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such

information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
- Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
- To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each subtier contractor performing under the primary contract-. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- 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, 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, will 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 for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** 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 any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the

Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.

41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.

44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.

45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor

within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been 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 amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



Loudoun County, Virginia

INVITATION FOR BID

SECURITY SYSTEMS DESIGN INSTALLATION AND MAINTENANCE SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m., December 16, 2025 Local Time

IFB NUMBER: RFQ 679887

ACCEPTANCE PLACE: Department of Finance and Procurement
Division of Procurement
1 Harrison Street, S.E., **1st Floor**
Drop Box labeled: Procurement Bids and Proposals
Leesburg, Virginia 20175

PLEASE NOTE:

- A. Documents related to this solicitation may be downloaded from the County's web site: www.loudoun.gov/procurement.
- B. Pre-Bid Conference: An optional Pre-Bid Conference will be held virtually using Microsoft Teams on November 25, 2025, at 11:00 a.m. for clarification of any questions on the scope of services and to provide a high-level overview of the supplier registration process and online submission of bids through iSupplier.

See the Microsoft Teams log in information provided below. To participate in the audio portion of this conference, please dial the number provided below and follow the prompts as designated. To participate by computer, connect to the link provided and follow the prompts as designated.

[Join the meeting now](#)

Meeting ID: 285 263 042 727 2

Passcode: Xs2Jv38Y

Dial in by phone

[+1 757-600-4923,273395143#](tel:+17576004923273395143) United States, Norfolk

[Find a local number](#)

Phone conference ID: 273 395 143#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

The terms and conditions contained in this Invitation for Bid and in the County-Contractor Agreement are not negotiable.

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

Hassan Ouksaka, CPPB, VCO
Contracting Officer
(703) 777-5956
(703) 771-5097 (Fax)
E-mail address: Hassan.Ouksaka@loudoun.gov

Issue Date: November 20, 2025

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

SECURITY SYSTEMS DESIGN INSTALLATION AND MAINTENANCE SERVICES

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Prepared By: Hassan Ouksaka Date: November 20, 2025
Contracting Officer

SECURITY SYSTEMS DESIGN INSTALLATION AND MAINTENANCE SERVICES

1.0 PURPOSE

The intent of this Invitation for Bid (IFB) is for the County of Loudoun, Virginia (County) to obtain firm fixed pricing from a qualified firm that is factory-authorized and experienced in the design installation, maintenance, and repair of security systems. These systems include, but are not limited to, network-based access control systems (ACS), intrusion detection systems (IDS), and video surveillance systems (VSS).

The successful Bidder shall be responsible for the design, installation, programming, maintenance, repair, and support of security systems for the County.

The County intends to award a one (1) contract as a result of this IFB.

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. Failure to request such a clarification is a waiver of any claim by the Bidder for additional expenses because its interpretation was different than the County's.

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 shall be cause for bid to be deemed nonresponsive and/or non-responsible and rejected.

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

- 4.1 The Bidder shall be a certified dealer or authorized service provider for each of the following manufacturers and must employ a minimum of two (2) technicians who are currently certified and qualified to work on the respective systems:

- A. Identipass PremiSys (Card Access Control)
- B. Hanwaha Vision (Video Surveillance)
- C. Geutebruck USA (Video Surveillance)

To demonstrate compliance with this requirement, the Bidder shall provide the following documentation:

- A. Manufacturer-issued certification or dealer authorization letters for each listed manufacturer.
- B. Copies of current training or certification credentials for at least two (2) technicians per manufacturer.

- 4.2 The Bidder shall have a minimum of three (3) years of verifiable experience in the design, installation, repair, and maintenance of security systems.

To demonstrate compliance with this requirement, the Bidder shall provide the following documentation using [Attachment #1](#) (References):

- A. A minimum of four (4) references for projects completed within the past three (3) years.
- B. At least one (1) of the references shall specifically document experience with IDentiCard PremiSys systems.
- C. At least one (1) of the references shall specifically document knowledge of and experience with Structured Query Language (SQL).
- D. Each reference shall include: 1) Firm Name, 2) Contact Person's Name and Title, 3) Mailing Address, 4) Phone Number, 5) Email Address, 6) Description of Services Performed, and 7) Contract Value and Period of Performance. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

- 4.3 Bidders shall be licensed to operate as a private security services business in the Commonwealth of Virginia, as required under Virginia Code § 9.1-139.

To demonstrate compliance with this requirement, the Bidder shall provide the following documentation:

A copy of the Bidder's current Private Security Services Business License issued by the Virginia Department of Criminal Justice Services (DCJS).

5.0 SCOPE OF SERVICES

The Contractor shall furnish all labor, supervision, equipment, tools, materials, transportation, and incidentals necessary to perform the design, installation, programming, maintenance, repair, and support of security systems for Loudoun County. Covered systems include network-based access control systems (ACS), intrusion detection systems (IDS), and video surveillance systems (VSS), and other related or future security systems as required by the County.

All work shall be performed in County-owned and leased facilities and shall comply with all applicable federal, state, and local codes, manufacturer specifications, and recognized industry standards.

5.1 Design Services

The Contractor shall:

- A. Assess County facility needs and develop security system designs that meet operational, safety, and compliance objectives.
- B. Prepare system specifications, drawings, integration plans, and documentation for new installations, upgrades, or renovations.
- C. Submit final design documents in both hard copy and electronic format; all design documents shall become the property of the County.
- D. For all design work, the Contractor shall evaluate proposed equipment for compatibility with the current County network so all security patches can be maintained. The Contractor shall coordinate this evaluation with the County's Contract Administrator or designee.
- E. The Contractor shall provide AS-BUILTS documents for each project/design, following industry standards for format, accuracy, and content.

5.2 Installation and Programming

The Contractor shall:

- A. Install all hardware, software, cabling, and accessories required for ACS, IDS, VSS, and other security systems.
- B. Program and configure systems to meet County requirements, including user access levels, alarm zones, camera views, recording schedules, and integration with other platforms or systems.
- C. Ensure all installations are performed by qualified, certified technicians and in accordance with manufacturer specifications and recognized industry standards.
- D. For integration-critical platforms (IDentiCard PremiSys, Hanwha Vision, Geutebruck USA), use only manufacturer-approved components and procedures. No substitutions are permitted.
- E. For non-integration-critical components, propose equivalent brands only if clearly identified and supported by documentation. The County reserves the right to approve or reject proposed equivalents.
- F. The Contractor shall label all equipment upon installation and notify the County's Contract Administrator or Designee once work is completed to assign fixed asset tag, if applicable.
- G. For all new installation work, the Contractor shall ensure and verify that equipment installed is compatible with the current County network so all security patches can be maintained. The Contractor shall coordinate

the verification with the County's Contract Administrator or designee.

5.3 Maintenance and Repair

The Contractor shall:

- A. Perform routine and preventive maintenance for all installed systems, including software/firmware updates, hardware inspections, cleaning, calibration, and battery replacement.
- B. Diagnose and repair faults or failures promptly, using manufacturer-approved parts and procedures.
- C. Maintain twenty-four (24) hours a day, seven (7) days a week (24/7) emergency contact line staffed by qualified personnel; respond to emergency service requests within fifteen (15) minutes and provide on-site emergency repair services within one (1) hour, unless remote resolution is sufficient.
- D. Respond to non-emergency service requests within four (4) business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.
- E. Submit maintenance and service reports to the County Contract Administrator after each service.
- F. Provide annual testing for control panels and power supplies; replace batteries every two (2) years and provide records of replacement dates.
- G. Verify that all systems maintain a minimum of eight (8) hours of battery backup.

5.4 Support Services

The Contractor shall:

- A. Provide technical support and training to County staff as requested, including system operation, troubleshooting, and routine maintenance procedures.
- B. Maintain accurate records of all work performed, including installation, programming, maintenance, repairs, upgrades, and emergency responses. All documentation shall be provided to the County upon request and shall become the property of the County.

5.5 Administrative and Operational Requirements

The Contractor shall:

- A. Ensure all employees wear uniforms bearing the company name/logo and display County-approved photo identification badges at all times while on site.
- B. Ensure vehicles are permanently marked with the company name (magnetic signs are not permitted) and maintained in a clean and professional condition.
- C. Maintain sufficient in-house, trained staff to provide services at multiple County facilities simultaneously.

- D. Maintain at least two (2) technicians on staff for each of the following systems: Identipass PremiSys, Hanwaha Vision, and Geutebruck USA. These technicians shall hold current certifications and qualifications for the respective systems. This requirement is intended to ensure adequate staffing and expertise; the County shall only be charged for the actual number of technicians required and assigned to perform any specific service or task.
- E. Coordinate all work through the County's Contract Administrator or designee; provide advance notice of scheduled work and obtain approval for any changes.
- F. Provide written, itemized estimates for non-emergency work within five (5) business days of request, including labor hours, material costs, and projected completion dates.
- G. Charge only for productive hours on the job site; time spent on transportation, material acquisition, handling, delivery, or equipment movement is considered overhead and must be included in fixed hourly rates.
- H. The Contractor shall provide firm hourly labor rates and specified discounts on materials, as detailed in [Attachment #2](#) (Pricing Page).

5.6 Compliance and Licensing

The Contractor shall:

- A. Remain authorized and certified for all brand-specific systems as required by the County (e.g., IDentiCard PremiSys, Hanwaha Vision, Geutebruck USA).
- B. Maintain all required licenses and certifications, including a valid Private Security Services Business License issued by the Virginia Department of Criminal Justice Services (DCJS), in accordance with Virginia Code § 9.1-139.
- C. Comply with all County policies regarding confidentiality, data protection, and access control.

5.7 Additional Requirements

The Contractor shall:

- A. Remain an authorized Hanwaha Gold Member dealer and Geutebruck dealer throughout the contract duration.
- B. Maintain and repair camera operating systems including, but not limited to Geutebruck and Hanwaha.
- C. Provide installation, maintenance, and emergency services for approximately 2,000+ cameras and 100 camera servers.
- D. Clean all cameras once per year and provide documentation of cleaning activities.

- E. Ensure Digital Monitoring Products (DMP) alarm zones are integrated with the PremiSys system to allow door contact shunting via time zones.
- F. Reference and utilize the current list of card reader locations provided in Attachment #4 (Card Reader Locations). This list may be updated by the County during the contract term.

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 Director of the Department 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 the department 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 Division of Procurement and the Contractor.

6.2 Term

The Contract shall cover the period from February 1, 2026 through January 31, 2027, or an equivalent period depending upon 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 five (5) 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 terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term period should be mutually agreed to by the parties, however, in no instance will the Contract price adjustment for a renewal period exceed three-percent (3%), unless otherwise agreed to by the parties or as may be required by law.

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, products, or chemicals 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
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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 Contractor 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, status as a military family, or any other basis prohibited by state law relating to discrimination in employment, except where there

is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations 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 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 Prohibition of Forced or Indentured Child Labor

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

A. During the performance of this Contract, the Contractor certifies and agrees to: (i) the prohibition in use of forced or indentured child labor in the performance of the Contract, and (ii) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

6.17 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

6.18 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.

6.19 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.

6.20 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 Cleaning Up

The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. The Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Contract Administrator.

6.22 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.

6.23 Ordering, Invoicing, and Payment

All work 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 service, the Contractor shall submit an invoice detailing the appropriate charges.

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of General Services
801 Sycolin Road, S.E. Suite 300
Leesburg, VA 20175

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.

6.24 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.

6.25 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

6.26 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

If the Contractor fails to perform in accordance with the terms, conditions, or specifications of this Contract, the County may issue a written notice of default specifying the grounds for default and providing the Contractor a period of ten (10) calendar days (or such longer period as the County may authorize in writing) to cure the default. If the Contractor fails to cure the default within the time specified in the notice, the County may terminate the Contract for cause by written notice, and the Contractor shall not be entitled to termination costs. 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. Additionally, if an issue arises that does not permit a cure period, then the County may terminate immediately, at its sole discretion, and without advanced notice to the Contractor.

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.

6.27 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.

6.28 Warranty

Contractor warrants that the goods furnished hereunder shall conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the County, free from defects in design. The County's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty.

In addition to any specific warranty required by the Contract documents, Contractor warrants all work against defects in material and workmanship for a period of one (1) year from the date of acceptance, unless specified otherwise. Contractor shall secure and assign to the County all written warranties of equipment or materials furnished to the Contractor or its subcontractors by any manufacturer or supplier.

All periods of warranty, and periods of manufacturers' product and/or equipment warranty shall commence on the date of acceptance of the goods and shall extend for a minimum period of one (1) year thereafter.

All warranties, including special warranties specified elsewhere herein, shall inure to the County, its successors, assigns, customer agencies and users of the goods and services.

6.29 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.

6.30 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.

6.31 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:

Via delivery method (a) or (b):

County of Loudoun, Virginia

Division of Procurement

1 Harrison Street, SE, 1st Floor

Drop Box: Procurement Bids and Proposals

Leesburg, Virginia 20175

Attn: Hassan Ouksaka

Via delivery method (c):

County of Loudoun, Virginia

Division of Procurement

P.O. Box 7000

Leesburg, Virginia

Attn: Hassan Ouksaka

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.

6.32 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. Sections 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.

6.33 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, Sections 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.34 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. The Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

6.35 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.

6.36 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.

6.37 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.

6.38 Survival of Terms

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

6.39 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 FOR SUBMITTING BIDS

7.1 Preparation and Submission of Bids

- A. Before submitting a bid, read the **ENTIRE** solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve a Bidder of its contractual obligations.
- B. Pricing must be submitted on [Attachment #2](#) (Pricing Page) only. Include other information, as requested or required.
- C. All bids shall be signed by the individual or authorized principals of the firm.
- D. All attachments to the IFB requiring execution by the Bidder are to be returned with the bid.
- E. Bidders may submit either a physical (hard copy) response or an online electronic response to this solicitation as provided in the instructions

below. If the County receives both an online electronic submission and a physical (hard copy) submission for the same solicitation, then the online electronic bid shall take precedence over the physical (hard copy) submission, unless the Bidder specifically states otherwise in their response.

F. *Instructions for Submitting a Physical (Hard Copy) Bids*

1. All physical (hard copy) bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening, the title of the IFB, the name of the firm, and the firm's complete return address.
2. Physical (Hard Copy) Bids may be submitted via one of the following options:

US Mail to:

County of Loudoun, Virginia
Division of Procurement
PO Box 7000
Leesburg, Virginia 20177-7000.

OR

Hand delivered to:

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

Procurement Bids and Proposals Drop Box

Leesburg, Virginia 20175

OR

Private carrier (UPS/FedEx) to:

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

ATTN: PROCUREMENT BIDS & PROPOSALS

Leesburg, Virginia 20175

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

3. Failure by a Bidder to address and label their submission in accordance with the requirements of this section may result in submission being delivered to an incorrect location which will ultimately result in rejection for late submission.

4. Each firm shall submit one (1) original physical hard copy and one (1) electronic copy (in PDF format) on a USB flash drive, of their bid to the County's Division of Procurement as indicated on the cover sheet of this IFB.

G. *Instructions for Submitting Online Electronic Bids*

1. Electronic submissions may be submitted through the County's iSupplier system. Bidders can access iSupplier by clicking here: https://ebsprdext.loudoun.gov/OA_HTML/AppsLocalLogin.jsp.
Faxed and/or e-mailed bids will not be accepted.
2. Registration and access to iSupplier is free. iSupplier registration is **MANDATORY** to submit an online electronic response. To learn more and register, please visit <https://www.loudoun.gov/926/BiddersSuppliers-Registration>. iSupplier account set-up, approval, and/or updates may take up to **five (5)** business days. Bidders should confirm their ability to access and use iSupplier well in advance of the solicitation Acceptance Date and Time to allow sufficient time to request technical support, if needed.
3. Bidders must acknowledge and accept the County's Online Submission Terms and Conditions prior to submitting an online response.
4. Guides for registration and submitting an online electronic bid using iSupplier are available on the County's website at <https://www.loudoun.gov/926/BiddersSuppliers-Registration>. These guides provide detailed instructions for online electronic bid submission.
 - a. iSupplier Registration: Loudoun iSupplier Guide.
 - b. Instructions for submitting online electronic bids: iSupplier Guide for Suppliers - Sourcing (Solicitations/Bid Opportunities).
 - c. Frequently Asked Questions.
5. The file(s) attached to the online electronic bid must be in PDF format unless otherwise stated. Encrypted or password protected files are prohibited. Bidders assume all risks and are solely responsible for ensuring the County is able to access, open, and download file(s) attached to their bid. Electronic links to bids are prohibited. If the County is unable to access or open any file(s) associated with the online electronic submission, the County will consider those file(s) as not submitted. Bidders are cautioned to ensure that the files attached to bid are complete. Bid submission forms must be completed legibly and in their entirety; and all required supplemental information, including addenda, must be furnished and presented in an organized, comprehensive, and easy to follow manner.

6. An online electronic bid is not considered successfully submitted unless all necessary files have been uploaded and the online electronic bid response status is “**Active**”. An iSupplier system generated e-mail confirmation receipt with a unique confirmation number will be provided once submission is complete. Bidders are responsible for the consequences of any failure to plan ahead in the submission of its bid. Incomplete online electronic responses in “**Draft**” status will not be accepted.
 7. For technical assistance, please contact the Division of Procurement at (703) 777-0403 or via email at procurement@loudoun.gov. Please note that County staff will not be able to view your draft online submission and will only be able to provide general assistance related to system use and access.
 8. Online electronic bids are sealed and cannot be opened until the Acceptance Date and Time specified.
 9. Bidders may withdraw their online electronic bid submission prior to the Acceptance Date and Time. A new online electronic bid may be submitted to facilitate changes up through the Acceptance Date and Time specified.
- H. Bids must be received by the Division of Procurement prior to 4:00 p.m., Eastern time on the date specified on the cover of the IFB. Time can be verified by visiting <http://www.time.gov>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County’s best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by the County after the Acceptance Date and Time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.
- 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 the received bids, as they are opened using Microsoft Teams with the instructions provided below. Bidders may not participate in the bid opening in-person at this time.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 283 017 388 353

Passcode: b22PGU

Dial in by phone

[+1 757-600-4923](tel:+17576004923), [529419450#](tel:+1529419450) United States, Norfolk
[Find a local number](#)
Phone conference ID: 529 419 450#
For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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 4:00 p.m. December 2, 2025**. It is the responsibility of all Bidders to ensure that they have received all the Addendums and to include signed copies with their bid. Addendums can be downloaded from 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 Inspection of Site

Intentionally deleted

7.5 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.

7.6 Unit Price

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

7.7 Quotations to be Free on Board (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. Cash on Delivery (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.

7.8 Proprietary Information

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

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

7.9 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.

7.10 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 highest 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.

7.11 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.

7.12 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.

7.13 Samples

Intentionally deleted

7.14 Quantities

The quantities specified in this Invitation for Bid (IFB) 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 Incidental and Consequential Damages

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

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 Anti-Trust Violations

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

7.21 Basis for Award

Contract award will be made to the lowest responsive and responsible Bidder based on total price for all sample tasks per attachment #3 (Sample Tasks).

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.

7.22 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.

7.23 Notice of Award

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

7.24 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.

7.25 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 request.

7.26 Proof of Authority to Transact Business in Virginia

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

7.27 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.

7.28 Acknowledgement of Contract

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

7.29 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>.

7.30 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.

7.31 Legal Action

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

7.32 Certification by Contractor as to Felony Convictions

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



Loudoun County, Virginia

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

8.0 BID SUBMISSION FORMS

SECURITY SYSTEMS DESIGN INSTALLATION AND MAINTENANCE SERVICES

THE FIRM OF: _____

Address: _____

FEIN _____

NOTICE TO BIDDERS: The following required services shall be provided according to the terms and conditions contained herein for the price stated in [Attachment #2](#) (Pricing Page).

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:	_____
2. Certificate of Insurance:	_____
3. Addenda, if any (Informality):	_____
5. Listing of facilities that scrap will be taken to:	_____

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 ([Section 7.2](#)).

ITEM:	INCLUDED: (X)
1. Addenda, if any:.....	_____
2. Payment Terms:	_____ Net 30 _____ (Other)
3. Proof of Authority to Transact Business in Virginia Form:	_____
4. Bidder's Minimum Qualifications Documentation (Section 4.0):	
a. Response to Section 4.1:	_____
a. Response to Section 4.2:	_____

- b. Response to Section 4.3:
- 5. Attachment #2 (Pricing Page):.....
- 6. Attachment #3 (Sample Tasks):.....
- 7. One (1) Original Bid **and** One (1) Electronic Copy
on USB Flash Drive:

Person to contact regarding this bid:_____

Title:_____ Phone:_____ Fax:_____

E-mail _____

Name of person authorized to bind the Firm ([Section 7.9](#)): _____

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/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/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any Bidder/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 is not required to be so authorized. Any Bidder/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.

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):

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

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

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

ATTACHMENT #1: References

RFQ 679887 Bidders shall provide references on this form.

1. Firm Name: _____
Contact: _____
Title: _____ E-mail: _____
Mailing Address: _____
Phone: _____
Description of Services Performed: _____

Contract Value: _____
Period of Performance (from – to): _____

2. Firm Name: _____
Contact: _____
Title: _____ E-mail: _____
Mailing Address: _____
Phone: _____
Description of Services Performed: _____

Contract Value: _____
Period of Performance (from – to): _____

3. Firm Name: _____
Contact: _____
Title: _____ E-mail: _____
Mailing Address: _____
Phone: _____
Description of Services Performed: _____

Contract Value: _____
Period of Performance (from – to): _____

ATTACHMENT #1: REFERENCES - CONTINUED

4. Firm Name: _____
Contact: _____
Title: _____ E-mail: _____
Mailing Address: _____
Phone: _____
Description of Services Performed: _____

Contract Value: _____
Period of Performance (from – to): _____

5. Firm Name: _____
Contact: _____
Title: _____ E-mail: _____
Mailing Address: _____
Phone: _____
Description of Services Performed: _____

Contract Value: _____
Period of Performance (from – to): _____

6. Firm Name: _____
Contact: _____
Title: _____ E-mail: _____
Mailing Address: _____
Phone: _____
Description of Services Performed: _____

Contract Value: _____
Period of Performance (from – to): _____

ATTACHMENT #2: PRICING PAGE

Instructions to Bidders:

1. All hourly labor rates shall be **fully burdened**, inclusive of wages, overhead, profit, insurance, travel, tools, equipment, and incidental costs.
2. **Normal Business Hours** are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays.
3. **Non-Normal Business Hours** include evenings, weekends, and County holidays.
4. Emergency service calls shall be billed at the **Emergency Response rate** (if authorized) or at the **Non-Normal Business Hour rate**, as directed by the County's Contract Administrator.
5. Labor shall be invoiced based on **productive hours on site only**. Time for travel, material acquisition, or equipment movement shall be considered overhead and included in the hourly rates.
6. Discounts shall be expressed as a **percentage off the current published Manufacturer's Suggested Retail Price (MSRP)**. The County reserves the right to request supporting documentation (e.g., manufacturer price lists) to verify discounts.
7. All rates and discounts shall remain firm for the initial Contract term.
8. This Attachment shall be completed in full. Failure to provide pricing in the format below will render the bid non-responsive.

Table 1: Fully Burdened Hourly Labor Rates

Labor Category	Description	Hourly Rate (\$/hr.)
Design / Engineering Services	System design, engineering, programming, configuration, and documentation.	\$ _____
Installation Technician	Installation of hardware, software, cabling, and accessories for security systems.	\$ _____
Service Technician Normal Business Hours	Routine maintenance, troubleshooting, and repairs performed Monday–Friday, 8:00 a.m.–5:00 p.m., excluding County holidays.	\$ _____
Service Technician Non-Normal Business Hours	Maintenance, troubleshooting, and repairs performed after 5:00 p.m., weekends, or County holidays.	\$ _____
Emergency Response Technician	Immediate response to critical failures requiring on-site service within one (1) hour of notification. May overlap with Non-Normal Hours but billed separately if authorized.	\$ _____
Project Manager (if applicable)	Oversight of projects, coordination with County staff, scheduling, and reporting.	\$ _____

ATTACHMENT #2: PRICING PAGE - CONTINUED

Table 2: Manufacturer Discounts (Specified Brands Only)

Manufacturer / Product Line	% Off MSRP
IDentiCard	%
PremiSys	%
Geutebruck	%
Hanwha	%
A Phone	%
Alarm Controls	%
Altowav	%
Altronix	%
Bosch	%
Capture	%
Corbin Russwin	%
Cypress	%
Dell	%
Door King	%
Essex	%
GRI	%
HES	%
HID	%
Honeywell	%
Life Safety	%
Power Sonic	%
Rutherford	%
SDC	%
Securitron	%
Sound Secure	%
STI	%
TAKEX	%
Triumph	%
Trip Light	%
Ultra Tech	%
View Z	%
Von Duprin	%
West Penn	%
Windy City Wire	%

ATTACHMENT #2: PRICING PAGE - CONTINUED

Table 3: Other Items and Equivalent Brands

This table is for additional items, components, materials, or equipment not listed in Table 2, including proposed equivalent brands for non-integration-critical items (e.g., cameras, power supplies, cabling, mounts, accessories). The County reserves the right, in its sole discretion, to approve or reject the items listed in table 3 based on compatibility, performance, and security requirements.

Product Type / Category	Proposed Manufacturer	Model / Part #	% Off MSRP
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %

ATTACHMENT #3: SAMPLE TASKS

Bidder Instructions:

1. Bidders shall provide complete, itemized pricing for each Sample Task.
2. Pricing shall include all labor, supervision, equipment, tools, materials, programming, training, permits, inspections, transportation, and incidentals necessary to deliver a fully functional system.
3. All pricing shall be consistent with the labor rates and manufacturer discounts submitted in Attachment #2 (Pricing Page).
4. **The Total Price for All Sample Tasks will be used to evaluate bids. These tasks are illustrative and do not represent actual work orders.**
5. Failure to submit complete and itemized pricing for each task may result in the bid being deemed non-responsive.

Summary Sample Tasks Pricing Table:

Sample Task	Description	Total Price
Task 1	Card Access System	\$ _____
Task 2	Hanwha Camera System	\$ _____
Task 3	Geutebruck Camera System	\$ _____
TOTAL PRICE FOR ALL SAMPLE TASKS		\$ _____

ATTACHMENT 3A: SAMPLE TASK 1

Scope of Work

Install and program a new IDentiCard PremiSys card access system integrated with the County's existing PremiSys infrastructure, and a DMP intrusion detection system integrated with the access control platform.

The system shall include:

- Four (4) access-controlled doors with all required components.
- One (1) override key switch for emergency lockdown.
- Fifty (50) proximity cards and fifty (50) proximity fobs.
- Battery backup for both the access control and intrusion systems.
- Full programming of access and intrusion systems.
- All required permits and inspections prior to final acceptance.

Installation Notes:

- Doors #1 and 2: Aluminum storefront, drop tile ceiling, existing doors (not new construction).
- Doors #3 and 4: Metal frame with cylindrical lock prep; electric strikes must be field-installed; drop tile ceiling, existing doors (not new construction).

Required Components:

- IDentiCard: CTLR2RDR, BRD2RDR, ENCLG, ENCLOCK, Tamper Switch, PS3A
- Altronix: BC1240, AL400ULACM
- Power Sonic: 12V 35Ah battery
- Honeywell: Vista-20PUL panel, 6160 keypad
- Securitron: MM15DT mag locks, EEB2 exit buttons
- HID: FP4527A card readers, FPKEY-5555-0000 keytags, FPCRD-SSSMW-0000 cards
- Bosch: DS160 exit sensors
- GRI: 8080-TWG-B door position switches
- RCI: L5414-10 electric strikes
- Cabling: Lake Cable 102365 (120 ft), WPW 18/4 Plenum Cable 25244BGY1000 (40 ft)

County Responsibilities:

- Provide network connection to the equipment room for the PremiSys system.
- Provide IP address for the PremiSys controller.
- Provide electrical power and mounting surface (plywood backboard) for component installation.
- Provide monitoring service for the intrusion system.

Pricing Table (Materials)

Manufacturer	Description	Part #	Qty	Unit Cost	Extended Total
IDentiCard	Control Processor	CTLR2RDR	1	\$ _____	\$ _____
IDentiCard	Two Reader Board	BRD2RDR	1	\$ _____	\$ _____
IDentiCard	Large Enclosure	ENCLG	1	\$ _____	\$ _____
IDentiCard	Enclosure Lock & Key	ENCLOCK	1	\$ _____	\$ _____
IDentiCard	Enclosure Tamper Switch	—	1	\$ _____	\$ _____
IDentiCard	3A Power Supply	PS3A	1	\$ _____	\$ _____
Altronix	Large Battery Enclosure	BC1240	1	\$ _____	\$ _____
Altronix	Power Supply	AL400ULACM	1	\$ _____	\$ _____
Power Sonic	12V 35Ah Battery	—	1	\$ _____	\$ _____
Honeywell	Intrusion Panel	Vista-20PUL	1	\$ _____	\$ _____
Honeywell	Keypad	6160	1	\$ _____	\$ _____
Override	Override Key Switch	—	1	\$ _____	\$ _____
Securitron	Mag Locks	MM15DT	2	\$ _____	\$ _____
HID	Wall Switch Card Readers	FP4527A	4	\$ _____	\$ _____
Securitron	Request-to-Exit Buttons	EEB2	2	\$ _____	\$ _____
Bosch	Request-to-Exit Sensors	DS160	4	\$ _____	\$ _____
GRI	Door Position Switches (wide gap)	8080-TWG-B	4	\$ _____	\$ _____
RCI	Electric Strikes	L5414-10	2	\$ _____	\$ _____
Lake Cable	Bundle Cable (per foot)	1012365	120	\$ _____ /ft	\$ _____
WPW	18/4 Plenum Cable (per foot)	25244BGY1000	40	\$ _____ /ft	\$ _____
HID	Prox Keytags	FPKEY-5555-0000	50	\$ _____	\$ _____
HID	Prox Cards (Clamshell)	FPCRD-SSSMW-0000	50	\$ _____	\$ _____

Total Materials (Task 1): \$ _____

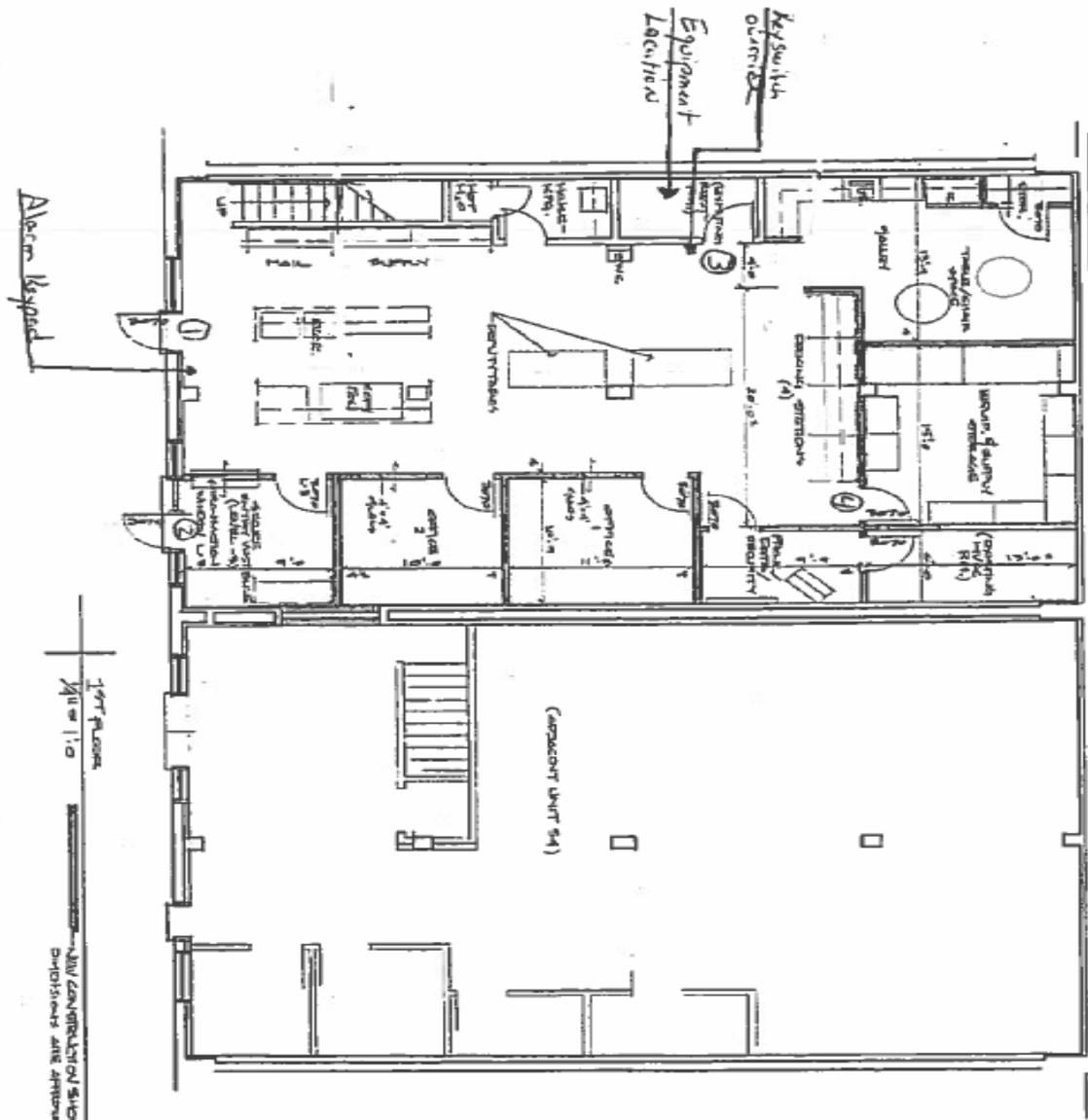
Pricing Table (Labor)

Labor Category	Hours	Hourly Rate (\$/hr.)	Extended Total (\$)
Installation Technician	_____	\$ _____	\$ _____
Design / Engineering Services	_____	\$ _____	\$ _____
Service Technician <i>Normal Hours</i>	_____	\$ _____	\$ _____

Total Labor (Task 1): \$ _____

TOTAL COST (Materials and Labor) for TASK 1: \$ _____

SAMPLE TASK 1 LAYOUT



SCHEDULE	
WALL TYPES & CONSTRUCTION	
	EXISTING CONSTRUCTION TO REMAIN
	NEW CONSTRUCTION - 5/8" HT. SOLID 1 1/2" x 1 1/2" x 1/2" GYPSUM BOARD WITH 2x4 WOOD STUDS, HEIGHT TO UNDERFACE SUSPENDED CEILING GRID @ 12" O.C. (NO SIDING & FINISHES - SOGS MIN. (FURNITURE BY OTHERS))
	METAL LEVEL - 5/8" BURNED VERTICAL TRANSDUCER IN MIDDLE (CONNECTIONS TO BE REWORKED AND REINSTALLED FROM PREVIOUS LOCATION). USE VERTICAL SUPPORT 30 UNDERSIDE 2" FLASK. THICK SIDE OF PARTITIONS TO RECEIVE 3/8" BRASS SET SCREWS.

ATTACHMENT 3B: SAMPLE TASK 2

Scope of Work

Install and program a new Hanwha Wisenet Wave video surveillance system consisting of:

- One (1) Hanwha Wisenet Wave Server WRRPE201S16TB and monitor
- One (1) Hanwha Dome Camera XNV8080R
- One (1) Hanwha MultiSensor Camera PNM9320VQP
- One (1) Trendnet TPETG80G 8Port PoE Switch
- 156 ft of Commscope CMP00423CS346U01 Cat 6 Plenum Cable

Additional requirements:

- Cameras to be ceilingmounted in drop tile ceilings
- No wall penetrations required for cable runs
- Server to be rackmounted on existing rack
- Connect server to existing County network
- Load client software onto two (2) existing County computers
- Provide three (3) hours of end-user training

Pricing Table (Materials)

Manufacturer	Description	Part #	Qty	Unit Cost	Extended Total
Hanwha	Wisenet Wave Server	WRRPE201S16TB	1	\$ _____	\$ _____
Hanwha	Dome Camera	XNV8080R	1	\$ _____	\$ _____
Hanwha	MultiSensor Camera	PNM9320VQP	1	\$ _____	\$ _____
Trendnet	8Port PoE Switch	TPETG80G	1	\$ _____	\$ _____
Commscope	Cat 6 Plenum Cable (per foot)	CMP00423CS346U01	156 ft	\$ _____/ft	\$ _____

Total Materials (Task 2): \$ _____

Pricing Table (Labor)

Labor Category	Hours	Hourly Rate (\$/hr.)	Extended Total (\$)
Installation Technician	_____	\$ _____	\$ _____
Design / Engineering Services	_____	\$ _____	\$ _____
Installation Technician <i>Training (3 hrs.)</i>	3	\$ _____	\$ _____

Total Labor (Task 2): \$ _____

TOTAL COST (Materials and Labor) for Task 2: \$ _____

ATTACHMENT 3C: SAMPLE TASK 3

Scope of Work

Install and program a new Geutebruck video surveillance system consisting of:

- One (1) Geutebruck 15.60801S – GST 8000+G# VMS Bundle – GCore 18TB Server and monitor
- One (1) Geutebruck 5.56530US HDD/18TB SATARAIIDHTHelium
- One (1) Geutebruck EFD3258 1080P Dome Camera (5.04795)
- One (1) Geutebruck EFD3430 4K Dome Camera (5.03718)
- One (1) Trendnet TPETG160G 16Port PoE Switch
- Commscope CMP00423CS346U01 Cat 6 Plenum Cable

Additional requirements:

- Cameras to be ceiling-mounted in drop tile ceilings
- No wall penetrations required for cable runs
- Server to be rack-mounted on existing rack
- Connect server to existing County network
- Load client software onto three (3) existing County computers (meeting Geutebruck specifications)
- Provide seven (7) hours of end-user training (include in labor pricing)

Pricing Table (Materials)

Manufacturer	Description	Part #	Qty	Unit Cost	Extended Total
Geutebruck	VMS Bundle – GCore 18TB	15.60801S	1	\$_____	\$_____
Geutebruck	HDD 18TB SATARAIIDHTHelium	5.56530US	1	\$_____	\$_____
Geutebruck	1080P Dome Camera	EFD3258 (5.04795)	1	\$_____	\$_____
Geutebruck	4K Dome Camera	EFD3430 (5.03718)	1	\$_____	\$_____
Trendnet	16Port PoE Switch	TPETG160G	1	\$_____	\$_____
Commscope	Cat 6 Plenum Cable	CMP00423CS346U01	___ ft	\$_____/ft	\$_____

Total Materials (Task 3): \$_____

Pricing Table (Labor)

Labor Category	Hours	Hourly Rate (\$/hr.)	Extended Total (\$)
Installation Technician	___	\$_____	\$_____
Design / Engineering Services	___	\$_____	\$_____
Installation Technician Training (7 hrs.)	7	\$_____	\$_____

Total Labor (Task 3): \$_____

TOTAL COST (Materials and Labor) for Task 3: \$_____

ATTACHMENT #4: CARD READER LOCATIONS

Location Name	Verified Address	# of Card Readers
102 North Street	102 North St NW, Leesburg, VA 20176	28
106 Catoctin Circle	106 Catoctin Cir SE, Leesburg, VA 20175	22
21 Lawson Rd	21 Lawson Rd SE, Leesburg, VA 20175	10
410 E Street	410 E St, Purcellville, VA 20132	10
50 Sycolin Rd	50 Sycolin Rd SE, Leesburg, VA 20175	8
606 Metro Garage	22505 Lockridge Rd, Sterling, VA 20166	18
Office - Miller Drive 1	750 Miller Dr SE, Leesburg, VA 20175	86
Fire Rescue Wellness Center	751 Miller Dr SE, Leesburg, VA 20175	28
772 Metro Station	43625 Croson Ln, Ashburn, VA 20147	14
801 Sycolin Rd	801 Sycolin Rd SE, Leesburg, VA 20175	72
Adult Detention Center	42035 Loudoun Center Pl, Leesburg, VA 20175	48
Aldie Fire and Rescue	39855 Little River Turnpike, Aldie, VA 20105	24
Animal Shelter (New)	42225 Adoption Dr, Leesburg, VA 20175	23
Animal Shelter (Old)	39820 Charles Town Pike, Waterford, VA 20197	17
Transportation and Capital Infrastructure ASE Building	Blue Seal Dr, Leesburg, VA 20175	16
Ashburn Fire and Rescue	20688 Ashburn Rd, Ashburn, VA 20147	2
Ashburn Library	43316 Hay Rd, Ashburn, VA 20147	17
Ashburn Recreation & Community Center	21105 Coopers Hawk Dr, Ashburn, VA 20148	24
Ashburn Senior Center	20880 Marblehead Dr, Ashburn, VA 20147	9
Ashburn Sheriff's Station	20272 Savin Hill Dr, Ashburn, VA 20147	33
Ashburn Tower	43069 Belmont Ridge Rd, Ashburn, VA 20147	1
Belmont Tower	Route 601, Bluemont, VA 20135	1
Bluemont Community Center	33846 Snickersville Turnpike, Bluemont, VA 20135	4
Philip A. Bolen Memorial Park	16595 Sycolin Rd, Leesburg, VA 20175	19
Brambleton Library	22850 Brambleton Plaza, Brambleton, VA 20148	16
Brambleton Fire and Rescue	23675 Belmont Ridge Rd, Ashburn, VA 20148	42
Bull Run Tower	2107 Ridge Rd, Haymarket, VA 20169	1
Carver Senior Center	200 Willie Palmer Way, Purcellville, VA 20132	9
Cascades Library	21030 Whitfield Pl, Sterling, VA 20165	7
Claude Moore Recreation Center	46105 Loudoun Park Ln, Sterling, VA 20164	16
Clerk of the Court Records	14 Cardinal Park Dr, Suite 106, Leesburg, VA 20175	4
Commonwealth Attorney	116 Edwards Ferry Rd NE, Leesburg, VA 20176	8
Court House	2 Church St NE, Leesburg, VA 20176	235
Department of Information and Technology	41975 Loudoun Center Pl, Leesburg, VA 20175	26
Dulles South Recreation and Community Center	24950 Riding Center Dr, South Riding, VA 20152	30
Dulles South Safety Center	25216 Loudoun County Pkwy, South Riding, VA 20152	30

Dulles Tower	22318 Shellhorn Rd, Sterling, VA 20166	1
Eastern Loudoun Group Home	20001 Smith Cir, Ashburn, VA 20147	12
Eastern Loudoun Sheriff's Station	46620 Frederick Dr, Sterling, VA 20164	38
Economic Development	43777 Central Station Dr, Ashburn, VA 20147	2
Fire and Rescue Admin	16600 Courage Ct, Leesburg, VA 20175	26
Fire and Rescue Security	45299 Research Place Sterling, VA 20147	6
Fire and Rescue Storage	14 Cardinal Park Dr, Suite 110, Leesburg, VA 20175	2
Fire and Rescue Training Academy	16595 Courage Ct, Leesburg, VA 20175	10
General Services 801	801 Sycolin Rd SE, Leesburg, VA 20175	69
Government. Center	1 Harrison St SE, Leesburg, VA 20175	163
Gum Spring Library	24600 Millstream Dr, Stone Ridge, VA 20105	16
Hamilton Fire and Rescue	39071 E Colonial Hwy, Hamilton, VA 20158	12
Hal & Berni Hanson Regional Park	23394 Endeavor Dr, Aldie, VA 20105	70
Homeless Shelter	19520 Meadowview Ct, Leesburg, VA 20175	9
Jackson Building	209 Gibson St NW, Leesburg, VA 20176	6
Juvenile Detention	42020 Loudoun Center Pl, Leesburg, VA 20175	24
Kentwell Group Home	47124 Kentwell Pl, Sterling, VA 20165	8
Kincora Fire and Rescue	21130 Pacific Blvd, Sterling, VA 20166	20
Kirkpatrick Farms Fire and Rescue	41380 Gardenia Dr, Aldie, VA 20105	24
Landfill	21101 Evergreen Mills Rd, Leesburg, VA 20175	23
Lansdowne Safety Center	19485 Sandridge Way, Leesburg, VA 20176	18
Leesburg Fire and Rescue Station 13	143 Catoctin Cir SE, Leesburg, VA 20175	28
Leesburg Respite Center	16501 Meadowview Ct, Leesburg, VA 20175	4
Leesburg Station 20	61 Plaza St NE, Leesburg, VA 20176	20
Leesburg Tower	319 E Market St, Leesburg, VA 20176	1
Leesburg Fire and Rescue Station 1	215 Loudoun St SW, Leesburg, VA 20175	16
Loudoun Heights Fire and Rescue	13345 Harpers Ferry Rd, Purcellville, VA 20132	20
Loudoun Heights Tower	37335 Snider Ln, Purcellville, VA 20132	1
Loudoun Valley Community Center	320 W School St, Purcellville, VA 20132	5
Lovettsville Community Center	57 E Broadway St, Lovettsville, VA 20180	12
Lovettsville Fire and Rescue	12889 Berlin Turnpike, Lovettsville, VA 20180	22
Lovettsville Library	12 N Light St, Lovettsville, VA 20180	5
Lucketts Community Center	42361 Lucketts Rd, Leesburg, VA 20176	6
Lucketts Fire and Rescue	42429 Lucketts Rd, Leesburg, VA 20176	24
Mail Room	16550 Courage Ct, Leesburg, VA 20175	4
Maintenance Shops	1002B Sycolin Rd SE, Leesburg, VA 20175	18
MASADS Administration	906/908 Trailview Blvd SE, Leesburg, VA 20175	16
Middleburg Fire and Rescue	910 W Washington St, Middleburg, VA 20117	18
Middleburg Library	101 Reed St, Middleburg, VA 20117	4
Mirror Ridge Group Home	46592 Cottage Rd, Sterling, VA 20164	10
Moorefield Fire and Rescue	43495 Old Ryan Rd, Ashburn, VA 20148	16
PRCS Administration	742 Miller Dr SE, Leesburg, VA 20175	22
PRCS Shops & Warehouse	849 Trailview Blvd SE, Leesburg, VA 20175	23
Philomont Community Center	36592 Philomont Rd, Purcellville, VA 20132	4
Primula Court Group Home	46486 Primula Ct, Sterling, VA 20165	8
Purcellville Fire and Rescue	500 N Maple Ave, Purcellville, VA 20132	16

Purcellville Library	220 E Main St, Purcellville, VA 20132	5
Red Rum Fire and Rescue	21660 Red Rum Dr, Ashburn, VA 20147	4
Red Rum Sheriff's Station	21730 Red Rum Dr, Ashburn, VA 20147	6
Research Pl. Suites 100, 110, and 120	45201 Research Pl, Ashburn, VA 20147	24
Eastern Service Center 1	21641 Ridgetop Cir, Sterling, VA 20166	90
Round Hill Group Home	17394 Arrowwood Pl, Round Hill, VA 20141	10
Rust Library	380 Old Waterford Rd NW, Leesburg, VA 20176	16
Shenandoah Office Building	102 Heritage Way NE, Leesburg, VA 20176	90
Sheriff's Dept.	803 Sycolin Rd SE, Leesburg, VA 20175	94
Sterling Community Center	120 Enterprise St, Sterling, VA 20164	8
Sterling Fire and Rescue	46700 Middlefield Dr, Sterling, VA 20165	32
Sterling Library	22330 S Sterling Blvd, Sterling, VA 20164	8
Sterling Tower	45750 Elmwood Ct, Sterling, VA 20166	1
Stoneridge Group Home	41990 Pepperbush Pl, Aldie, VA 20105	6
Tech 10	46000 Center Oak Plaza, Sterling, VA 20166	36
Central Garage & Maintenance Facility	42000 Loudoun Center Pl, Leesburg, VA 20175	13
Waterford Tower	40840 Browns Ln, Waterford, VA 20197	1
Western Loudoun Sheriff's Station	47 W Loudoun St, Round Hill, VA 20141	30
Work Resource Center	705 E Market St, Leesburg, VA 20176	10
Youth Shelter	16450 Meadowview Ct, Leesburg, VA 20175	17

WE VALUE YOUR FEEDBACK

RFQ 679887

Your experience matters to us.

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

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

In the survey, you'll be asked:

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

 suggestions [Click here to provide feedback](#)

Or use the following link:

[https://www.loudoun.gov/FormCenter/Procurement- 22/Loudoun-County-Division-of-Procurement-S-414](https://www.loudoun.gov/FormCenter/Procurement-22/Loudoun-County-Division-of-Procurement-S-414)

Thank you for helping us serve you better.



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 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/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

December 5, 2025

NOTICE TO OFFERORS

ADDENDUM NO. 1

IFB No. RFQ 679887

The following changes and/or additions shall be made to the original Invitation for Bid (IFB) for Security Systems Design Installation and Maintenance Services, RFQ 679887. **Please acknowledge receipt of this addendum by signing and returning this form with your bid documents.**

The purpose of this addendum is to respond to questions received.

1. Attached are the questions and answers received in response to the solicitation.

Prepared By: Hassan Ouksaka Date: December 5, 2025

Acknowledged By: _____ Date: _____

QUESTIONS AND ANSWERS

1. What is the County seeking in this solicitation, and does it involve replacing existing security systems?

Answer: As outlined in Section 1.0 of the IFB, Loudoun County is seeking a qualified, factory-authorized firm to provide comprehensive services for the design, installation, programming, maintenance, repair, and support of its security systems. These systems include, but are not limited to:

- Network-based Access Control Systems (ACS)
- Intrusion Detection Systems (IDS)
- Video Surveillance Systems (VSS)

This solicitation is not intended to replace the County's existing systems. The successful contractor will support both current infrastructure and future security system needs across County facilities. The County intends to award a single contract as a result of this IFB.

2. What security solutions or platforms are currently in use by Loudoun County?

Answer: The County currently utilizes the following systems:

- Identipass PremiSys for card access control
- Hanwha Vision and Geutebruck USA for video surveillance

3. Will the County accept alternative manufacturers or platforms for security systems?

Answer: No. The County is not considering alternative manufacturers for its integration-critical platforms. As stated in Section 4.1 of the IFB, bidders must be certified dealers or authorized service providers for:

- Identipass PremiSys
- Hanwha Vision
- Geutebruck USA

IFB Section 5.2(D) further specifies that no substitutions are permitted for these platforms. Equivalent brands may only be proposed for non-integration-critical components, and such proposals are subject to County review and approval.

4. Does this contract require the use of prevailing wages??

Answer: No. Loudoun County does not have a prevailing or living wage requirement. However, bidders are expected to propose pricing that is competitive and covers all labor, supervision, equipment, tools, materials, transportation, and incidentals necessary to perform the required services under this contract.

5. The bid submission form references both an original and an electronic copy. How does this requirement apply to electronic submissions?

Answer: As stated in Sections 7.1(E) and (G) of the IFB, bidders may submit their response in one of the following formats:

- Physical submission: One (1) original hard copy and one (1) electronic copy on a USB flash drive.
- Electronic submission: Via the County's iSupplier portal.

If submitting electronically through iSupplier, a physical submission is not required. Electronic submissions must be complete, in PDF format, and marked as "Active" in the iSupplier system prior to the submission deadline. Faxed or emailed bids will not be accepted.

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE ("Agreement" and/or "Contract") is effective on the 1st day of February 2026, by and between the **COUNTY OF LOUDOUN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, "County", and **NEXT GENERATION SECURITY CONCEPTS INC.** "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 Security Systems Design, Installation, and Maintenance Services in accordance with the following Contract Documents, in order of precedence: this Agreement; the Contractor's bid dated December 12, 2025 (Exhibit I); and the County's Invitation for Bid (IFB) dated November 20, 2025, including all addenda (Exhibit II). In the event that Exhibits I and/or 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 SCOPE OF SERVICES

The Contractor shall furnish all labor, supervision, equipment, tools, materials, transportation, and incidentals necessary to perform the design, installation, programming, maintenance, repair, and support of security systems for Loudoun County. Covered systems include network-based access control systems (ACS), intrusion detection systems (IDS), and video surveillance systems (VSS), and other related or future security systems as required by the County.

All work shall be performed in County-owned and leased facilities and shall comply with all applicable federal, state, and local codes, manufacturer specifications, and recognized industry standards.

1.1 Design Services

The Contractor shall:

- A. Assess County facility needs and develop security system designs that meet operational, safety, and compliance objectives.
- B. Prepare system specifications, drawings, integration plans, and documentation for new installations, upgrades, or renovations.
- C. Submit final design documents in both hard copy and electronic format; all design documents shall become the property of the County.
- D. Evaluate proposed equipment for compatibility with the current County network so all security patches can be maintained for all

design work. The Contractor shall coordinate this evaluation with the County's Contract Administrator or designee.

- E. Provide AS-BUILTS documents for each project/design, following industry standards for format, accuracy, and content.

1.2 Installation and Programming

The Contractor shall:

- A. Install all hardware, software, cabling, and accessories required for ACS, IDS, VSS, and other security systems.
- B. Program and configure systems to meet County requirements, including user access levels, alarm zones, camera views, recording schedules, and integration with other platforms or systems.
- C. Ensure all installations are performed by qualified, certified technicians and in accordance with manufacturer specifications and recognized industry standards.
- D. For integration-critical platforms (IDentiCard PremiSys, Hanwha Vision, Geutebruck USA), use only manufacturer-approved components and procedures. No substitutions are permitted.
- E. For non-integration-critical components, propose equivalent brands only if clearly identified and supported by documentation. The County reserves the right to approve or reject proposed equivalents.
- F. The Contractor shall label all equipment upon installation and notify the County's Contract Administrator or Designee once work is completed to assign fixed asset tag, if applicable.
- G. Ensure and verify that equipment installed is compatible with the current County network so all security patches can be maintained for all new installation work. The Contractor shall coordinate the verification with the County's Contract Administrator or designee.

1.3 Maintenance and Repair

The Contractor shall:

- A. Perform routine and preventive maintenance for all installed systems, including software/firmware updates, hardware inspections, cleaning, calibration, and battery replacement.
- B. Diagnose and repair faults or failures promptly, using manufacturer-approved parts and procedures.
- C. Maintain twenty-four (24) hours a day, seven (7) days a week (24/7) emergency contact line staffed by qualified personnel; respond to emergency service requests within fifteen (15) minutes and provide on-site emergency repair services within one (1) hour, unless remote resolution is sufficient.
- D. Respond to non-emergency service requests within four (4) business

hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

- E. Submit maintenance and service reports to the County Contract Administrator after each service.
- F. Provide annual testing for control panels and power supplies; replace batteries every two (2) years and provide records of replacement dates.
- G. Verify that all systems maintain a minimum of eight (8) hours of battery backup.

1.4 Support Services

The Contractor shall:

- A. Provide technical support and training to County staff as requested, including system operation, troubleshooting, and routine maintenance procedures.
- B. Maintain accurate records of all work performed, including installation, programming, maintenance, repairs, upgrades, and emergency responses. All documentation shall be provided to the County upon request and shall become the property of the County.

1.5 Administrative and Operational Requirements

The Contractor shall:

- A. Ensure all employees wear uniforms bearing the company name/logo and display County-approved photo identification badges at all times while on site.
- B. Ensure vehicles are permanently marked with the company name (magnetic signs are not permitted) and maintained in a clean and professional condition.
- C. Maintain sufficient in-house, trained staff to provide services at multiple County facilities simultaneously.
- D. Maintain at least two (2) technicians on staff for each of the following systems: Identipass PremiSys, Hanwaha Vision, and Geutebruck USA. These technicians shall hold current certifications and qualifications for the respective systems. This requirement is intended to ensure adequate staffing and expertise; the County shall only be charged for the actual number of technicians required and assigned to perform any specific service or task.
- E. Coordinate all work through the County's Contract Administrator or designee; provide advance notice of scheduled work and obtain approval for any changes.
- F. Provide written, itemized estimates for non-emergency work within five (5) business days of request, including labor hours, material costs, and projected completion dates.

- G. Charge only for productive hours on the job site; time spent on transportation, material acquisition, handling, delivery, or equipment movement is considered overhead and must be included in fixed hourly rates.
- H. Provide firm hourly labor rates and specified discounts on materials, as detailed in Section 3.0 (Compensation).

1.6 Compliance and Licensing

The Contractor shall:

- A. Remain authorized and certified for all brand-specific systems as required by the County (e.g., IDentiCard PremiSys, Hanwha Vision, Geutebruck USA).
- B. Maintain all required licenses and certifications, including a valid Private Security Services Business License issued by the Virginia Department of Criminal Justice Services (DCJS), in accordance with Virginia Code § 9.1-139 and applicable DCJS regulations.
- C. Comply with all County policies regarding confidentiality, data protection, and access control.

1.7 Additional Requirements

The Contractor shall:

- A. Remain an authorized Hanwha Gold Member dealer and Geutebruck dealer throughout the Contract duration.
- B. Maintain and repair camera operating systems including, but not limited to, Geutebruck and Hanwha.
- C. Provide installation, maintenance, and emergency services for approximately 2,000+ cameras and 100 camera servers.
- D. Clean all cameras once per year and provide documentation of cleaning activities.
- E. Ensure Digital Monitoring Products (DMP) alarm zones are integrated with the PremiSys system to allow door contact shunting via time zones.
- F. Reference and utilize the current list of card reader locations provided in Attachment #1 (Card Reader Locations). This list may be updated by the County during the Contract term.

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 Division of Procurement and the Contractor.

2.2 Term

The Contract shall cover the period from February 1, 2026 through January 31, 2027.

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 five (5) 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 terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term period should be mutually agreed to by the parties, however, in no instance will the Contract price adjustment for a renewal period exceed three-percent (3%), unless otherwise agreed to by the parties or as may be required law.

2.3 Quantities

The quantities specified in this Contract are only estimates. 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.

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/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.

2.5 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, products, or chemicals 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: aggregate	\$2,000,000
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
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- 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.
- 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.
- 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 Contractor 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 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 will 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 §§ 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, status as a military family, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations 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 Prohibition of Forced or Indentured Child Labor

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

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

2.17 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

2.18 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.

2.19 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.

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 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.

2.21 Cleaning Up

The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. The Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Contract Administrator.

2.22 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.

2.23 Ordering, Invoicing, and Payment

All work 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 service, the Contractor shall submit an invoice detailing the appropriate charges.

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of General Services
801 Sycolin Road, S.E. Suite 300
Leesburg, VA 20175

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.

2.24 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.

2.25 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

2.26 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

If the Contractor fails to perform in accordance with the terms, conditions, or specifications of this Contract, the County may issue a written notice of default specifying the grounds for default and providing the Contractor a period of ten (10) calendar days (or such longer period as the County may authorize in writing) to cure the default. If the Contractor fails to cure the default within the time specified in the notice, the County may terminate the Contract for cause by written notice, and the Contractor shall not be entitled to termination costs. 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. Additionally, if an issue arises that does not permit a cure period, then the County may terminate immediately, at its sole discretion, and without advanced notice to the Contractor.

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.

2.27 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.

2.28 Warranty

Contractor warrants that the goods furnished hereunder shall conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the County, free from defects in design. The County's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty.

In addition to any specific warranty required by the Contract documents, Contractor warrants all work against defects in material and workmanship for a period of one (1) year from the date of acceptance, unless specified otherwise. Contractor shall secure and assign to the County all written warranties of equipment or materials furnished to the Contractor or its subcontractors by any manufacturer or supplier.

All periods of warranty, and periods of manufacturers' product and/or equipment warranty shall commence on the date of acceptance of the goods and shall extend for a minimum period of one (1) year thereafter.

All warranties, including special warranties specified elsewhere herein, shall inure to the County, its successors, assigns, customer agencies and users of the goods and services.

2.29 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.

2.30 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.

2.31 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:

Next Generation Security Concepts Inc.
21 Main Street
Round Hill, Virginia 20141

TO COUNTY:

Via delivery method (a) or (b):

County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, SE, 1st Floor
**Drop Box: Procurement Bids
and Proposals**
Leesburg, Virginia 20175
Attn: Hassan Ouksaka

Via delivery method (c):

County of Loudoun, Virginia
Division of Procurement
P.O. Box 7000
Leesburg, Virginia
Attn: Hassan Ouksaka

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.

2.32 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. Sections 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.

2.33 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, Sections 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

2.34 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. The Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

2.35 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.

2.36 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.

2.37 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.

2.38 Survival of Terms

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

2.39 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

3.1 Fully Burdened Hourly Labor Rates:

Labor Category	Description	Hourly Rate (\$/hr.)
Design / Engineering Services	System design, engineering, programming, configuration, and documentation.	\$70.00
Installation Technician	Installation of hardware, software, cabling, and accessories for security systems.	\$70.00
Service Technician Normal Business Hours	Routine maintenance, troubleshooting, and repairs performed Monday–Friday, 8:00 a.m.–5:00 p.m., excluding County holidays.	\$70.00
Service Technician Non-Normal Business Hours	Maintenance, troubleshooting, and repairs performed after 5:00 p.m., weekends, or County holidays.	\$70.00
Emergency Response Technician	Immediate response to critical failures requiring on-site service within one (1) hour of notification. May overlap with Non-Normal Hours but billed separately if authorized.	\$70.00
Project Manager (if applicable)	Oversight of projects, coordination with County staff, scheduling, and reporting.	\$70.00

3.2 Manufacturer Discounts (Specified Brands Only):

Manufacturer / Product Line	% Off MSRP
IDentiCard	40%
PremiSys	40%
Geutebruck	40%
Hanwha	45%
A Phone	40%
Alarm Controls	35%
Altowav	35%
Altronix	45%
Bosch	35%
Capture	35%
Corbin Russwin	35%
Cypress	35%
Dell	35%
Door King	35%
Essex	35%
GRI	35%
HES	35%
HID	40%
Honeywell	35%
Life Safety	35%
Power Sonic	35%
Rutherford	35%
SDC	35%
Securitron	35%
Sound Secure	35%
STI	35%
TAKEX	35%
Triumph	35%
Trip Light	35%
Ultra Tech	35%
View Z	35%
Von Duprin	35%
West Penn	35%
Windy City Wire	35%

3.3 Other Items and Equivalent Brands:

Product Type / Category	Proposed Manufacturer	Model / Part #	% Off MSRP
Access Control/CCTV	Genetec	All	30 %

[SIGNATURES ON THE FOLLOWING PAGE]

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
1 Harrison Street, S.E.
Leesburg, Virginia 20175

Phone: (571) 627-7429
Fax: (703) 771-5097

By: Hassan Ouksaka

Name: Hassan Ouksaka

Title: Contracting Officer

Date: 1/29/2026

**NEXT GENERATION SECURITY
CONCEPTS INC.**

21 Main Street
Round Hill, Virginia 20141

Phone: (804) 836-4795

By: Larry Flohr II

Name: Larry Flohr II

Title: President

Date: 1/29/2026

APPROVED AS TO FORM

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

ATTACHMENT #1: CARD READER LOCATIONS

Location Name	Verified Address	# of Card Readers
102 North Street	102 North St NW, Leesburg, VA 20176	28
106 Catoclin Circle	106 Catoclin Cir SE, Leesburg, VA 20175	22
21 Lawson Rd	21 Lawson Rd SE, Leesburg, VA 20175	10
410 E Street	410 E St, Purcellville, VA 20132	10
50 Sycolin Rd	50 Sycolin Rd SE, Leesburg, VA 20175	8
606 Metro Garage	22505 Lockridge Rd, Sterling, VA 20166	18
Office - Miller Drive 1	750 Miller Dr SE, Leesburg, VA 20175	86
Fire Rescue Wellness Center	751 Miller Dr SE, Leesburg, VA 20175	28
772 Metro Station	43625 Croson Ln, Ashburn, VA 20147	14
801 Sycolin Rd	801 Sycolin Rd SE, Leesburg, VA 20175	72
Adult Detention Center	42035 Loudoun Center Pl, Leesburg, VA 20175	48
Aldie Fire and Rescue	39855 Little River Turnpike, Aldie, VA 20105	24
Animal Shelter (New)	42225 Adoption Dr, Leesburg, VA 20175	23
Animal Shelter (Old)	39820 Charles Town Pike, Waterford, VA 20197	17
Transportation and Capital Infrastructure ASE Building	Blue Seal Dr, Leesburg, VA 20175	16
Ashburn Fire and Rescue	20688 Ashburn Rd, Ashburn, VA 20147	2
Ashburn Library	43316 Hay Rd, Ashburn, VA 20147	17
Ashburn Recreation & Community Center	21105 Coopers Hawk Dr, Ashburn, VA 20148	24
Ashburn Senior Center	20880 Marblehead Dr, Ashburn, VA 20147	9
Ashburn Sheriff's Station	20272 Savin Hill Dr, Ashburn, VA 20147	33
Ashburn Tower	43069 Belmont Ridge Rd, Ashburn, VA 20147	1
Belmont Tower	Route 601, Bluemont, VA 20135	1
Bluemont Community Center	33846 Snickersville Turnpike, Bluemont, VA 20135	4
Philip A. Bolen Memorial Park	16595 Sycolin Rd, Leesburg, VA 20175	19
Brambleton Library	22850 Brambleton Plaza, Brambleton, VA 20148	16
Brambleton Fire and Rescue	23675 Belmont Ridge Rd, Ashburn, VA 20148	42
Bull Run Tower	2107 Ridge Rd, Haymarket, VA 20169	1
Carver Senior Center	200 Willie Palmer Way, Purcellville, VA 20132	9
Cascades Library	21030 Whitfield Pl, Sterling, VA 20165	7
Claude Moore Recreation Center	46105 Loudoun Park Ln, Sterling, VA 20164	16
Clerk of the Court Records	14 Cardinal Park Dr, Suite 106, Leesburg, VA 20175	4
Commonwealth Attorney	116 Edwards Ferry Rd NE, Leesburg, VA 20176	8
Court House	2 Church St NE, Leesburg, VA 20176	235
Department of Information and Technology	41975 Loudoun Center Pl, Leesburg, VA 20175	26
Dulles South Recreation and Community Center	24950 Riding Center Dr, South Riding, VA 20152	30

Dulles South Safety Center	25216 Loudoun County Pkwy, South Riding, VA 20152	30
Dulles Tower	22318 Shellhorn Rd, Sterling, VA 20166	1
Eastern Loudoun Group Home	20001 Smith Cir, Ashburn, VA 20147	12
Eastern Loudoun Sheriff's Station	46620 Frederick Dr, Sterling, VA 20164	38
Economic Development	43777 Central Station Dr, Ashburn, VA 20147	2
Fire and Rescue Admin	16600 Courage Ct, Leesburg, VA 20175	26
Fire and Rescue Security	45299 Research Place Sterling, VA 20147	6
Fire and Rescue Storage	14 Cardinal Park Dr, Suite 110, Leesburg, VA 20175	2
Fire and Rescue Training Academy	16595 Courage Ct, Leesburg, VA 20175	10
General Services 801	801 Sycolin Rd SE, Leesburg, VA 20175	69
Government. Center	1 Harrison St SE, Leesburg, VA 20175	163
Gum Spring Library	24600 Millstream Dr, Stone Ridge, VA 20105	16
Hamilton Fire and Rescue	39071 E Colonial Hwy, Hamilton, VA 20158	12
Hal & Berni Hanson Regional Park	23394 Endeavor Dr, Aldie, VA 20105	70
Homeless Shelter	19520 Meadowview Ct, Leesburg, VA 20175	9
Jackson Building	209 Gibson St NW, Leesburg, VA 20176	6
Juvenile Detention	42020 Loudoun Center Pl, Leesburg, VA 20175	24
Kentwell Group Home	47124 Kentwell Pl, Sterling, VA 20165	8
Kincora Fire and Rescue	21130 Pacific Blvd, Sterling, VA 20166	20
Kirkpatrick Farms Fire and Rescue	41380 Gardenia Dr, Aldie, VA 20105	24
Landfill	21101 Evergreen Mills Rd, Leesburg, VA 20175	23
Lansdowne Safety Center	19485 Sandridge Way, Leesburg, VA 20176	18
Leesburg Fire and Rescue Station 13	143 Catoctin Cir SE, Leesburg, VA 20175	28
Leesburg Respite Center	16501 Meadowview Ct, Leesburg, VA 20175	4
Leesburg Station 20	61 Plaza St NE, Leesburg, VA 20176	20
Leesburg Tower	319 E Market St, Leesburg, VA 20176	1
Leesburg Fire and Rescue Station 1	215 Loudoun St SW, Leesburg, VA 20175	16
Loudoun Heights Fire and Rescue	13345 Harpers Ferry Rd, Purcellville, VA 20132	20
Loudoun Heights Tower	37335 Snider Ln, Purcellville, VA 20132	1
Loudoun Valley Community Center	320 W School St, Purcellville, VA 20132	5
Lovettsville Community Center	57 E Broadway St, Lovettsville, VA 20180	12
Lovettsville Fire and Rescue	12889 Berlin Turnpike, Lovettsville, VA 20180	22
Lovettsville Library	12 N Light St, Lovettsville, VA 20180	5
Lucketts Community Center	42361 Lucketts Rd, Leesburg, VA 20176	6
Lucketts Fire and Rescue	42429 Lucketts Rd, Leesburg, VA 20176	24
Mail Room	16550 Courage Ct, Leesburg, VA 20175	4
Maintenance Shops	1002B Sycolin Rd SE, Leesburg, VA 20175	18
MASADS Administration	906/908 Trailview Blvd SE, Leesburg, VA 20175	16
Middleburg Fire and Rescue	910 W Washington St, Middleburg, VA 20117	18
Middleburg Library	101 Reed St, Middleburg, VA 20117	4
Mirror Ridge Group Home	46592 Cottage Rd, Sterling, VA 20164	10
Moorefield Fire and Rescue	43495 Old Ryan Rd, Ashburn, VA 20148	16
PRCS Administration	742 Miller Dr SE, Leesburg, VA 20175	22

PRCS Shops & Warehouse	849 Trailview Blvd SE, Leesburg, VA 20175	23
Philomont Community Center	36592 Philomont Rd, Purcellville, VA 20132	4
Primula Court Group Home	46486 Primula Ct, Sterling, VA 20165	8
Purcellville Fire and Rescue	500 N Maple Ave, Purcellville, VA 20132	16
Purcellville Library	220 E Main St, Purcellville, VA 20132	5
Red Rum Fire and Rescue	21660 Red Rum Dr, Ashburn, VA 20147	4
Red Rum Sheriff's Station	21730 Red Rum Dr, Ashburn, VA 20147	6
Research Pl. Suites 100, 110, and 120	45201 Research Pl, Ashburn, VA 20147	24
Eastern Service Center 1	21641 Ridgetop Cir, Sterling, VA 20166	90
Round Hill Group Home	17394 Arrowwood Pl, Round Hill, VA 20141	10
Rust Library	380 Old Waterford Rd NW, Leesburg, VA 20176	16
Shenandoah Office Building	102 Heritage Way NE, Leesburg, VA 20176	90
Sheriff's Dept.	803 Sycolin Rd SE, Leesburg, VA 20175	94
Sterling Community Center	120 Enterprise St, Sterling, VA 20164	8
Sterling Fire and Rescue	46700 Middlefield Dr, Sterling, VA 20165	32
Sterling Library	22330 S Sterling Blvd, Sterling, VA 20164	8
Sterling Tower	45750 Elmwood Ct, Sterling, VA 20166	1
Stoneridge Group Home	41990 Pepperbush Pl, Aldie, VA 20105	6
Tech 10	46000 Center Oak Plaza, Sterling, VA 20166	36
Central Garage & Maintenance Facility	42000 Loudoun Center Pl, Leesburg, VA 20175	13
Waterford Tower	40840 Browns Ln, Waterford, VA 20197	1
Western Loudoun Sheriff's Station	47 W Loudoun St, Round Hill, VA 20141	30
Work Resource Center	705 E Market St, Leesburg, VA 20176	10
Youth Shelter	16450 Meadowview Ct, Leesburg, VA 20175	17



Loudoun County, Virginia

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

8.0 BID SUBMISSION FORMS

SECURITY SYSTEMS DESIGN INSTALLATION AND MAINTENANCE SERVICES

THE FIRM OF: Next Generation Security Concepts, Inc.

Address: 21 Main Street
Round Hill, VA 20141

FEIN 27-3753689

NOTICE TO BIDDERS: The following required services shall be provided according to the terms and conditions contained herein for the price stated in [Attachment #2](#) (Pricing Page).

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:	<u>X</u>
2. Certificate of Insurance:	<u>X</u>
3. Addenda, if any (Informality):	<u>X</u>
5. Listing of facilities that scrap will be taken to:	<u>X</u>

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 ([Section 7.2](#)).

ITEM:	INCLUDED: (X)
1. Addenda, if any:.....	<u>X</u>
2. Payment Terms:	<u>X</u> Net 30 _____(Other)
3. Proof of Authority to Transact Business in Virginia Form:	<u>X</u>
4. Bidder's Minimum Qualifications Documentation (Section 4.0):	
a. Response to Section 4.1:	<u>X</u>
a. Response to Section 4.2:	<u>X</u>

- b. Response to Section 4.3: X
- 5. Attachment #2 (Pricing Page):..... X
- 6. Attachment #3 (Sample Tasks):..... X Addendum 2
- 7. One (1) Original Bid **and** One (1) Electronic Copy
on USB Flash Drive: N/A

Person to contact regarding this bid: Timothy Brown

Title: Director of Sales Phone: 804-836-4795 Fax: 703-935-2338

E-mail tim.brown@ngscinc.com

Name of person authorized to bind the Firm ([Section 7.9](#)): Larry Flohr II, President/Owner

Signature: *Larry Flohr II* Date: December 12, 2025

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/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/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any Bidder/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 is not required to be so authorized. Any Bidder/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.

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: 0728940-8 **-OR-**

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

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

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

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

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

Next Generation Security Concepts, Inc.

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

Next Generation Security Concepts, Inc.

Legal Name of Bidder/Offeror

December 12, 2025

Date

Larry Flohr II

Authorized Signature

Larry Flohr II, President/Owner

Print or Type Name and Title

ATTACHMENT #1: References

RFQ 679887 Bidders shall provide references on this form.

1. Firm Name: Mount Saint Mary's University
Contact: Ronald Hibbard
Title: Director of Security E-mail: r.d.hibbard@msmary.edu
Mailing Address: 16300 Old Emmitsburg Rd, Emmitsburg, MD 21727
Phone: (301) 447-5808
Description of Services Performed: NGSC upgraded all EOL Identocard 9000 Panels with all new Identocard PremiSys Control Panels. This was done to every building on Campus. NGSC then programmed the PremiSys Software to have a Campus Lockdown Feature. NGSC also installed Card Readers on every exterior entrance that was used for entry.
Contract Value: \$204,810.02
Period of Performance (from – to): January 2025 to June 2025
2. Firm Name: Western State Hospital
Contact: Farley Fenton
Title: Director of Information Technology E-mail: farley.fenton@dbhds.virginia.gov
Mailing Address: 103 Valley Center Drive, Staunton, VA 24401
Phone: (540) 332-8102
Description of Services Performed: NGSC upgraded the CCTV Servers for the entire Hospital. This was an expedited operation as the CCTV Drives were failing and CCTV Surveillance is a essential part of the Hospital's operation. NGSC migrated all IP Licenses from the old Servers to the new Servers.
Contract Value: \$103,283.78
Period of Performance (from – to): July 2024 - August 2024
3. Firm Name: Loudoun County Public Schools
Contact: Kreg Horst
Title: Supervisor - Technical Security E-mail: kreg.horst@lcps.org
Mailing Address: 109 N. Bailey Lane, Purcellville VA 20132
Phone: (540) 751-2638
Description of Services Performed: NGSC provide and installs all Access Control and Video Surveillance for the Schools. Hanwha Cameras are the standard for the Schools. NGSC installs them in every LCPS Building. NGSC also installs all Aiphone Video Intercoms in each LCPS Building.
Contract Value: 5,000,000
Period of Performance (from – to): January 2025 to Present

ATTACHMENT #1: REFERENCES - CONTINUED

4. Firm Name: Liberty University
Contact: Curtis Gray
Title: Project Manager II E-mail: clgray4@liberty.edu
Mailing Address: 1971 University Blvd, Lynchburg, VA 24515
Phone: (434) 592-3749
Description of Services Performed: NGSC provided and installed 1500 plus Allegion AD400 Wireless Locksets throughout (3) Multi-Story Dormitories. NGSC provided multiple crews for this installation as it was needed to be complete by the time Students returned from Summer Break.

Contract Value: \$2,908,912.61
Period of Performance (from – to): May 2024 to August 2024
5. Firm Name: Ennis Electric
Contact: Jesse Velez
Title: Project Manager E-mail: jvelez@enniselectric.com
Mailing Address: 7851 Wellingford Drive, Manassas VA 20109
Phone: (703) 334-5916
Description of Services Performed: NGSC provided and installed all Identocard Access Control and Hanwha Video Surveillance for the Aldie Fire Station. This included all submittals and drawings that were approved by the Architect.

Contract Value: \$142,300.26
Period of Performance (from – to): February 2024 - May 2025
6. Firm Name: Goodwin House Living
Contact: David Savoy
Title: Director of Safety and Security E-mail: dsavoy@goodwinhouse.org
Mailing Address: 3440 S Jefferson Street, Falls Church VA 22041
Phone: (703) 578-7500
Description of Services Performed: NGSC was tasked to upgrade all 34 existing Analog Cameras. NGSC provided and installed all new Hanwha IP Cameras in there place. NGSC will also tasked with upgrading the CCTV Monitors in the Security Operations Center. NGSC provide and installed 6 new 55 inch HD CCTV Monitors. All new IP Cameras were integrated into to the existing Hanwha WAVE CCTV System.

Contract Value: \$121,967.04
Period of Performance (from – to): April 2024 - September 2024

ATTACHMENT #2: PRICING PAGE

Instructions to Bidders:

1. All hourly labor rates shall be **fully burdened**, inclusive of wages, overhead, profit, insurance, travel, tools, equipment, and incidental costs.
2. **Normal Business Hours** are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays.
3. **Non-Normal Business Hours** include evenings, weekends, and County holidays.
4. Emergency service calls shall be billed at the **Emergency Response rate** (if authorized) or at the **Non-Normal Business Hour rate**, as directed by the County's Contract Administrator.
5. Labor shall be invoiced based on **productive hours on site only**. Time for travel, material acquisition, or equipment movement shall be considered overhead and included in the hourly rates.
6. Discounts shall be expressed as a **percentage off the current published Manufacturer's Suggested Retail Price (MSRP)**. The County reserves the right to request supporting documentation (e.g., manufacturer price lists) to verify discounts.
7. All rates and discounts shall remain firm for the initial Contract term.
8. This Attachment shall be completed in full. Failure to provide pricing in the format below will render the bid non-responsive.

Table 1: Fully Burdened Hourly Labor Rates

Labor Category	Description	Hourly Rate (\$/hr.)
Design / Engineering Services	System design, engineering, programming, configuration, and documentation.	\$ <u>70.00</u>
Installation Technician	Installation of hardware, software, cabling, and accessories for security systems.	\$ <u>70.00</u>
Service Technician Normal Business Hours	Routine maintenance, troubleshooting, and repairs performed Monday–Friday, 8:00 a.m.–5:00 p.m., excluding County holidays.	\$ <u>70.00</u>
Service Technician Non-Normal Business Hours	Maintenance, troubleshooting, and repairs performed after 5:00 p.m., weekends, or County holidays.	\$ <u>70.00</u>
Emergency Response Technician	Immediate response to critical failures requiring on-site service within one (1) hour of notification. May overlap with Non-Normal Hours but billed separately if authorized.	\$ <u>70.00</u>
Project Manager (if applicable)	Oversight of projects, coordination with County staff, scheduling, and reporting.	\$ <u>70.00</u>

ATTACHMENT #2: PRICING PAGE - CONTINUED

Table 2: Manufacturer Discounts (Specified Brands Only)

Manufacturer / Product Line	% Off MSRP
IDentiCard	40 %
PremiSys	40 %
Geutebruck	40 %
Hanwha	45 %
A Phone	40 %
Alarm Controls	35 %
Altowav	35 %
Altronix	45 %
Bosch	35 %
Capture	35 %
Corbin Russwin	35 %
Cypress	35 %
Dell	35 %
Door King	35 %
Essex	35 %
GRI	35 %
HES	35 %
HID	40 %
Honeywell	35 %
Life Safety	35 %
Power Sonic	35 %
Rutherford	35 %
SDC	35 %
Securitron	35 %
Sound Secure	35 %
STI	35 %
TAKEX	35 %
Triumph	35 %
Trip Light	35 %
Ultra Tech	35 %
View Z	35 %
Von Duprin	35 %
West Penn	35 %
Windy City Wire	35 %

ATTACHMENT #2: PRICING PAGE - CONTINUED

Table 3: Other Items and Equivalent Brands

This table is for additional items, components, materials, or equipment not listed in Table 2, including proposed equivalent brands for non-integration-critical items (e.g., cameras, power supplies, cabling, mounts, accessories). The County reserves the right, in its sole discretion, to approve or reject the items listed in table 3 based on compatibility, performance, and security requirements.

Product Type / Category	Proposed Manufacturer	Model / Part #	% Off MSRP
<u>Access Control/CCTV</u>	<u>Genetec</u>	<u></u>	<u>30</u> %
<u></u>	<u></u>	<u></u>	<u></u> %
<u></u>	<u></u>	<u></u>	<u></u> %
<u></u>	<u></u>	<u></u>	<u></u> %
<u></u>	<u></u>	<u></u>	<u></u> %

Replaced by Addendum 2

ATTACHMENT #3: SAMPLE TASKS

Bidder Instructions:

1. Bidders shall provide complete, itemized pricing for each Sample Task.
2. Pricing shall include all labor, supervision, equipment, tools, materials, programming, training, permits, inspections, transportation, and incidentals necessary to deliver a fully functional system.
3. All pricing shall be consistent with the labor rates and manufacturer discounts submitted in Attachment #2 (Pricing Page).
4. **The Total Price for All Sample Tasks will be used to evaluate bids. These tasks are illustrative and do not represent actual work orders.**
5. Failure to submit complete and itemized pricing for each task may result in the bid being deemed non-responsive.

Summary Sample Tasks Pricing Table:

Sample Task	Description	Total Price
Task 1	Card Access System	\$ _____
Task 2	Hanwha Camera System	\$ _____
Task 3	Geutebruck Camera System	\$ _____
TOTAL PRICE FOR ALL SAMPLE TASKS		\$ _____

Replaced with Addendum 2
ATTACHMENT 3A: SAMPLE TASK 1

Scope of Work

Install and program a new IDentiCard PremiSys card access system integrated with the County's existing PremiSys infrastructure, and a DMP intrusion detection system integrated with the access control platform.

The system shall include:

- Four (4) access-controlled doors with all required components.
- One (1) override key switch for emergency lockdown.
- Fifty (50) proximity cards and fifty (50) proximity fobs.
- Battery backup for both the access control and intrusion systems.
- Full programming of access and intrusion systems.
- All required permits and inspections prior to final acceptance.

Installation Notes:

- Doors #1 and 2: Aluminum storefront, drop tile ceiling, existing doors (not new construction).
- Doors #3 and 4: Metal frame with cylindrical lock prep; electric strikes must be field-installed; drop tile ceiling, existing doors (not new construction).

Required Components:

- IDentiCard: CTRL2RDR, BRD2RDR, ENCLG, ENCLOCK, Tamper Switch, PS3A
- Altronix: BC1240, AL400ULACM
- Power Sonic: 12V 35Ah battery
- Honeywell: Vista-20PUL panel, 6160 keypad
- Securitron: MM15DT mag locks, EEB2 exit buttons
- HID: FP4527A card readers, FPKEY-5555-0000 keytags, FPCRD-SSSMW-0000 cards
- Bosch: DS160 exit sensors
- GRI: 8080-TWG-B door position switches
- RCI: L5414-10 electric strikes
- Cabling: Lake Cable 102365 (120 ft), WPW 18/4 Plenum Cable 25244BGY1000 (40 ft)

County Responsibilities:

- Provide network connection to the equipment room for the PremiSys system.
- Provide IP address for the PremiSys controller.
- Provide electrical power and mounting surface (plywood backboard) for component installation.
- Provide monitoring service for the intrusion system.

Replaced with Addendum 2

Pricing Table (Materials)

Manufacturer	Description	Part #	Qty	Unit Cost	Extended Total
IDentiCard	Control Processor	CTLR2RDR	1	\$ _____	\$ _____
IDentiCard	Two Reader Board	BRD2RDR	1	\$ _____	\$ _____
IDentiCard	Large Enclosure	ENCLG	1	\$ _____	\$ _____
IDentiCard	Enclosure Lock & Key	ENCLOCK	1	\$ _____	\$ _____
IDentiCard	Enclosure Tamper Switch	—	1	\$ _____	\$ _____
IDentiCard	3A Power Supply	PS3A	1	\$ _____	\$ _____
Altronix	Large Battery Enclosure	BC1240	1	\$ _____	\$ _____
Altronix	Power Supply	AL400ULACM	1	\$ _____	\$ _____
Power Sonic	12V 35Ah Battery	—	1	\$ _____	\$ _____
Honeywell	Intrusion Panel	Vista-20PUL	1	\$ _____	\$ _____
Honeywell	Keypad	6160	1	\$ _____	\$ _____
Override	Override Key Switch	—	1	\$ _____	\$ _____
Securitron	Mag Locks	MM15DT	2	\$ _____	\$ _____
HID	Wall Switch Card Readers	FP4527A	4	\$ _____	\$ _____
Securitron	Request-to-Exit Buttons	EEB2	2	\$ _____	\$ _____
Bosch	Request-to-Exit Sensors	DS160	4	\$ _____	\$ _____
GRI	Door Position Switches (wide gap)	8080-TWG-B	4	\$ _____	\$ _____
RCI	Electric Strikes	L5414-10	2	\$ _____	\$ _____
Lake Cable	Bundle Cable (per foot)	1012365	120	\$ _____/ft	\$ _____
WPW	18/4 Plenum Cable (per foot)	25244BGY1000	40	\$ _____/ft	\$ _____
HID	Prox Keytags	FPKEY-5555-0000	50	\$ _____	\$ _____
HID	Prox Cards (Clamshell)	FPCRD-SSSMW-0000	50	\$ _____	\$ _____

Total Materials (Task 1): \$ _____

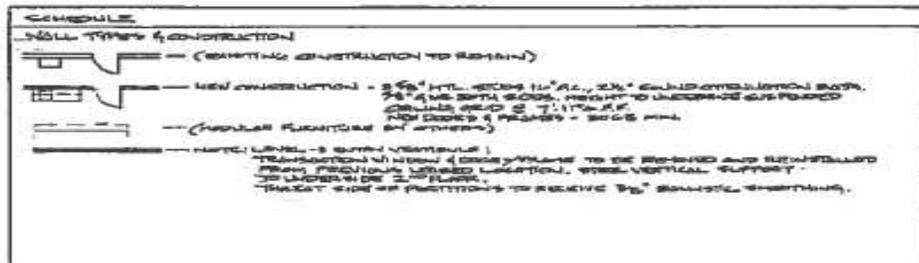
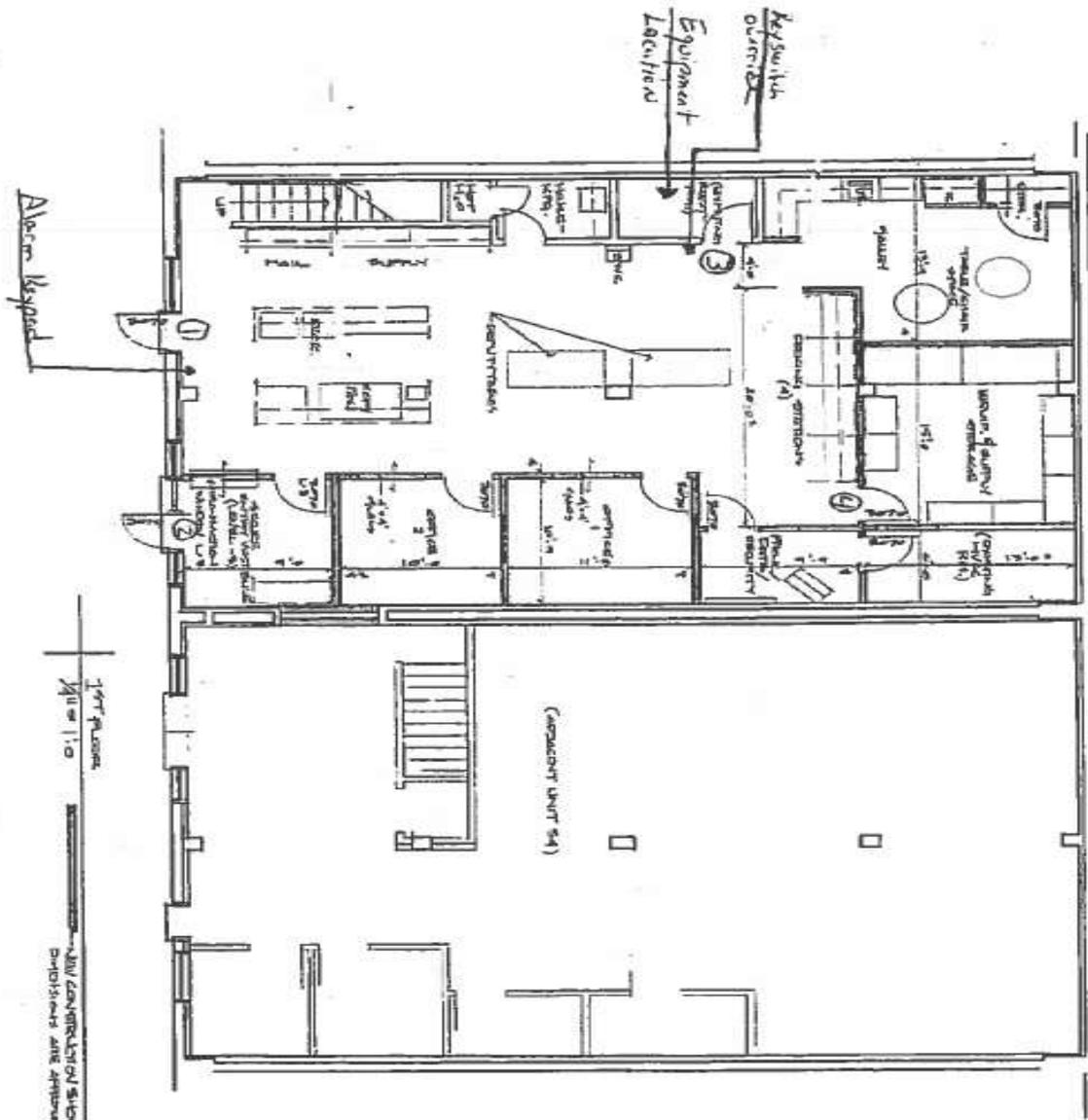
Pricing Table (Labor)

Labor Category	Hours	Hourly Rate (\$/hr.)	Extended Total (\$)
Installation Technician	_____	\$ _____	\$ _____
Design / Engineering Services	_____	\$ _____	\$ _____
Service Technician <i>Normal Hours</i>	_____	\$ _____	\$ _____

Total Labor (Task 1): \$ _____

TOTAL COST (Materials and Labor) for TASK 1: \$ _____

Replaced with Addendum 2
SAMPLE TASK 1 LAYOUT



Replaced with Addendum 2

ATTACHMENT 3B: SAMPLE TASK 2

Scope of Work

Install and program a new Hanwha Wisenet Wave video surveillance system consisting of:

- One (1) Hanwha Wisenet Wave Server WRRPE201S16TB and monitor
- One (1) Hanwha Dome Camera XNV8080R
- One (1) Hanwha MultiSensor Camera PNM9320VQP
- One (1) Trendnet TPETG80G 8Port PoE Switch
- 156 ft of Commscope CMP00423CS346U01 Cat 6 Plenum Cable

Additional requirements:

- Cameras to be ceilingmounted in drop tile ceilings
- No wall penetrations required for cable runs
- Server to be rackmounted on existing rack
- Connect server to existing County network
- Load client software onto two (2) existing County computers
- Provide three (3) hours of end-user training

Pricing Table (Materials)

Manufacturer	Description	Part #	Qty	Unit Cost	Extended Total
Hanwha	Wisenet Wave Server	WRRPE201S16TB	1	\$ _____	\$ _____
Hanwha	Dome Camera	XNV8080R	1	\$ _____	\$ _____
Hanwha	MultiSensor Camera	PNM9320VQP	1	\$ _____	\$ _____
Trendnet	8Port PoE Switch	TPETG80G	1	\$ _____	\$ _____
Commscope	Cat 6 Plenum Cable (per foot)	CMP00423CS346U01	156 ft	\$ _____/ft	\$ _____

Total Materials (Task 2): \$ _____

Pricing Table (Labor)

Labor Category	Hours	Hourly Rate (\$/hr.)	Extended Total (\$)
Installation Technician	___	\$ _____	\$ _____
Design / Engineering Services	___	\$ _____	\$ _____
Installation Technician <i>Training (3 hrs.)</i>	3	\$ _____	\$ _____

Total Labor (Task 2): \$ _____

TOTAL COST (Materials and Labor) for Task 2: \$ _____

Replaced with Addendum 2
ATTACHMENT 3C: SAMPLE TASK 3

Scope of Work

Install and program a new Geutebruck video surveillance system consisting of:

- One (1) Geutebruck 15.60801S – GST 8000+G# VMS Bundle – GCore 18TB Server and monitor
- One (1) Geutebruck 5.56530US HDD/18TB SATARAIIDHThelium
- One (1) Geutebruck EFD3258 1080P Dome Camera (5.04795)
- One (1) Geutebruck EFD3430 4K Dome Camera (5.03718)
- One (1) Trendnet TPETG160G 16Port PoE Switch
- Commscope CMP00423CS346U01 Cat 6 Plenum Cable

Additional requirements:

- Cameras to be ceiling-mounted in drop tile ceilings
- No wall penetrations required for cable runs
- Server to be rack-mounted on existing rack
- Connect server to existing County network
- Load client software onto three (3) existing County computers (meeting Geutebruck specifications)
- Provide seven (7) hours of end-user training (include in labor pricing)

Pricing Table (Materials)

Manufacturer	Description	Part #	Qty	Unit Cost	Extended Total
Geutebruck	VMS Bundle – GCore 18TB	15.60801S	1	\$_____	\$_____
Geutebruck	HDD 18TB SATARAIIDHThelium	5.56530US	1	\$_____	\$_____
Geutebruck	1080P Dome Camera	EFD3258 (5.04795)	1	\$_____	\$_____
Geutebruck	4K Dome Camera	EFD3430 (5.03718)	1	\$_____	\$_____
Trendnet	16Port PoE Switch	TPETG160G	1	\$_____	\$_____
Commscope	Cat 6 Plenum Cable	CMP00423CS346U01	___ ft	\$_____/ft	\$_____

Total Materials (Task 3): \$_____

Pricing Table (Labor)

Labor Category	Hours	Hourly Rate (\$/hr.)	Extended Total (\$)
Installation Technician	___	\$_____	\$_____
Design / Engineering Services	___	\$_____	\$_____
Installation Technician Training (7 hrs.)	7	\$_____	\$_____

Total Labor (Task 3): \$_____

TOTAL COST (Materials and Labor) for Task 3: \$_____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Next Generation Security Concepts, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 21 Main Street (Mailing - PO Box 398, Round Hill, VA 20142)	Requester's name and address (optional)
	6 City, state, and ZIP code Round Hill, VA 20141	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number										
or										
Employer identification number										
2	7		-	3	7	5	3	6	8	9

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 12/10/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 12/01/2025

Name of Person or Organization (Additional Insured):

Blanket when required by written contract

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
SECURITY SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the subject matters of these extensions is provided under this policy. If such other specific coverage applies, the terms, provisions, conditions and limits of such other coverage constitute the sole and exclusive coverage applicable to such subject matter(s) under this policy, unless otherwise noted in this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Watercraft	Used in Security Services only	2
Medical Payments	\$20,000	2
Medical Payments – Extended Reporting Period	3 years	2
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payments – Loss of Earnings	\$500 per day	3
Employee Indemnification Defense Coverage for Employees	\$15,000	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	3
Additional Insured – Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Additional Insured – Blanket Additional Insureds by Contract	Included	4
Limited Rental Lease Agreement Contractual Liability	\$50,000	5
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	6
Liberalization	Included	6
Bodily Injury – Mental Anguish	Included	6
Assault and Battery Coverage with Extended Property Damage	Included	6
Errors and Omissions Coverage	Included	7
Incidental Medical Malpractice	Included	9

I. ADDITIONAL COVERAGES AND EXTENSIONS

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;
 - b. **SECTION III – LIMITS OF INSURANCE**, Paragraph **6.**; and
 - c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**.
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$1,000,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. Aircraft, Auto Or Watercraft** does not apply to security services performed on or about watercraft.

C. Medical Payments – Limit Increased, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, Paragraph a., Item (b) is amended to read:

provided that:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

D. Supplementary Payments

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, Items **1.b.** and **1.d.** are amended as follows:

- 1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
- 2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Employee Indemnification Defense Coverage

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$15,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

F. Who is an Insured

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period;
- 2. Each of the following is also an insured:
 - a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - b. **Managers and Supervisors** – If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors
 - c. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- d. **Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

- e. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance

- f. **Blanket Additional Insureds by Contract** – Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

G. Limited Rental Lease Agreement Contractual Liability

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability**:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000.

This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

H. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **8. Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

I. Duties in the Event of Occurrence, Offense, Claim or Suit

- 1. When you report an "occurrence" (coverage for which is provided by this policy) to your compensation insurance carrier, and this "occurrence" later develops into a liability claim, failure to report such "occurrence" to us at the time of such "occurrence" shall not be deemed in violation of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**.

This is upon the distinct understanding and agreement however, that you, the insured, as soon as made aware that this particular "occurrence" is a liability case, rather than a compensation case shall give us notification immediately.

2. The requirement in Condition **2.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense, applies only when the “occurrence” or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.

3. The requirement in Condition **2.b.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.

J. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance upon your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

K. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

L. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** is changed to read:

“Bodily injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

M. Assault and Battery with Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

- a. **Expected or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to:

- (1) “Bodily injury” or “property damage” resulting from the use of physical force to protect persons or property; or
- (2) Allegations of vicarious liability on the part of a Named Insured arising solely from the acts of your “employees.” However, acts of your “employees” shall not include theft.

N. Errors and Omissions Coverage

- 1. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended by adding the following:

ERRORS AND OMISSIONS

This insurance applies to “suits” seeking “damages” for “bodily injury” or “property damage” proximately caused by negligent acts, errors or omissions committed by you in the actual rendering of professional services described in the Declarations for clients, customers or patrons of the insured.

- 2. SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is amended by adding the following:

ERRORS AND OMISSIONS

This insurance applies to “suits” seeking “damages” arising out of offenses within the scope of “personal and advertising injury” that are proximately caused by negligent acts, errors or omissions committed by you in the actual rendering of professional services described in the Declarations for clients, customers or patrons of the insured.

- 3. SECTION I – COVERAGES** is amended by adding the following:

COVERAGE D – ERRORS AND OMISSIONS LIABILITY

a. Insuring Agreement

- (1) We will pay those sums that the insured becomes legally obligated to pay as “damages” sustained by a client, customer or patron of the insured proximately caused by negligent acts, errors or omissions committed by you in the actual rendering of professional services described in the Declarations. We will have the right and duty to defend any “suit” seeking those “damages”. However, we will have no duty to defend the insured against any “suit” seeking such “damages” to which this insurance does not apply. We may, at our discretion, investigate any claim or “suit” that may result. But:
 - (a) The amount we will pay for “damages” within the scope of this coverage is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
 - (b) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A, B, or D**, or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D.**

- (2) This insurance applies only if the negligent act, error or omission upon which the claim(s) asserted in a “suit” are based was first committed during the policy period in the coverage territory. All acts, errors and omissions that are causally or logically related shall constitute a single act, error or omission first made when the earliest act, error or omission was committed.

b. Exclusions

The following exclusions apply in addition to those in **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**, even though such exclusions do not expressly reference this additional coverage.

This insurance does not apply to:

- (1) “Bodily injury”, mental anguish, emotional distress or “property damage”;
- (2) “Personal and advertising injury”;
- (3) Intentional injury, nor injury arising out of willful violation of a penal statute or ordinance, committed by or with the knowledge or consent of the insured;
- (4) Any claim seeking relief or redress in any form other than monetary “damages”;
- (5) Any claim arising out of any insured’s activities, or as a fiduciary, under the Employment Retirement Income Security Act of 1974, any amendments or any regulation or order issued thereto;
- (6) Any claim arising from warranties or guarantees made by any insured;
- (7) Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for “damages”:
 - (a) That the insured would have in the absence of the contract or agreement; or
 - (b) Assumed in a contract or agreement that is an insured contract;
- (8) Liability arising from any fraudulent, dishonest, or criminal act of any insured;
- (9) Liability arising from a claim made by a parent or subsidiary organization of the insured or another subsidiary organization of such parent or other subsidiary, nor any officer, director or “employee” of any of the above; and
- (10) Any claim alleging, arising out of, resulting from, based upon or in consequence of, directly or indirectly, any employment practices or any discrimination against any person or entity on any basis; additionally, any actual or alleged violation of the Fair Labor Standards Act or any similar law or regulation applicable to the payment of wages or overtime.

- (11) Liability arising directly or indirectly out of any action, error or omission that violates or is alleged to violate:
- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
 - (d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- (12) All exclusions and limitations on coverage that are applicable to Coverages A and/or B shall be equally applicable to Coverage D.

c. **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to read **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D**

d. **SECTION III – LIMITS OF INSURANCE** is amended as follows:

(1) Item 2. is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. “Damages” under Coverage **A**, except “damages” because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
- c. “Damages” under Coverage **B**; and
- d. “Damages” under Coverage **D**.

(2) Item 5. is replaced by the following:

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. “Damages” under Coverage **A**; and
- b. Medical expenses under Coverage **C**,
because of all “bodily injury” and “property damage” arising out of any one “occurrence”; and
- c. “Damages” under Coverage **D**.

e. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** is amended as follows:

(1) The first paragraph is replaced by the following:

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A**, **B**, or **D** of this Coverage Part, our obligations are limited as follows:

(2) Paragraph b. **Excess Insurance**, Item (2) is replaced by the following:

When this insurance is excess, we will have no duty under Coverages **A**, **B**, or **D** to defend the insured against any claim or “suit” if any other insurer has a duty to defend the insured against that claim or “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

O. Incidental Medical Malpractice

We will pay for injury arising out of the rendering of or failure to render the following treatment or services by an “employee” for an accident occurring during the policy period:

1. First aid treatment including cardiopulmonary resuscitation (CPR); and
2. Medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; and the furnishing or dispensing of drugs, or medical, dental, or surgical supplies or appliances.

However, this coverage does not apply to any insured or to any entity engaged in the business or occupation of providing the services or treatments described in 1. and 2. above.

II. DEFINITION

For the purpose of this endorsement, **SECTION V – DEFINITIONS** is amended to include the following additional definition:

A. “Damages” mean a monetary:

1. Judgment;
2. Award; or
3. Settlement,

But does not include fines, sanctions, penalties, statutory “damages”, or the multiplied portion of any “damages”, including any and all sums as to which the “insured” may be found liable to a governmental entity based upon alleged violations of statutes, rules, regulations or ordinances.

ElitePac®
Virginia Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09VA 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENT TO SECTION I – COVERED AUTOS COVERAGES AND SECTION II – COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any “auto” owned by an “employee” specifically described on the Declarations page or on file with you when issued on a non-specified “auto” basis is considered an “auto” you own and not a covered “auto” you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An “employee” who is the owner of a specifically described “auto” on the Declarations page or on file with the company when issued on a non-specified “auto” basis is an “insured”.

If the “employee” owned “auto” is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the “employee” who owns the “auto”, except another “employee”,

the limits of liability available to the “employee” or anyone other than a named “insured” under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the “auto” is licensed and principally garaged.

AMENDMENTS TO SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to “bodily injury” or “property damage” resulting from an “accident” that occurred before you acquired or formed the organization.

No person or organization is an “insured” with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

(2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions**:

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions**:

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

- B.** If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extension is applicable accordingly:

BLANKET ADDITIONAL INSURED As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured**:

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
 2. It is permitted by law; and
 3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".
- C.** If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

See Attached Endorsement **CA 99 33 Employees As Insureds** for coverage provided.

VOLUNTEER WORKERS AS INSURED

The following is added to **SECTION II – Covered Autos Liability Coverage, Paragraph A.1. - Who Is An Insured** Provision:

Any "volunteer worker" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

AMENDMENTS TO SECTION III – PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. – Towing and Labor is deleted in its entirety and replaced with the following:

We will pay all towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck", or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac. This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles**:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in paragraphs 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

DEDUCTIBLE REIMBURSEMENT - EMPLOYEES' OR VOLUNTEER WORKERS' PERSONAL AUTOS

The following is added to **Section III, A.4. - Coverage Extensions**:

At your request, we will pay up to the Limit of Insurance shown on the ElitePac Schedule for reimbursement of deductible payments made by your "employee" or "volunteer worker" under any Physical Damage Coverage of the "employee's" or "volunteer worker's" automobile insurance policy, but only if:

- (1) The "loss" is to an "auto" owned by the "employee" or "volunteer worker" but not hired or borrowed by you; and
- (2) The "auto", at the time of the "loss", was being used by the "employee" while in the course and scope of his or her employment, or by a "volunteer worker" while performing duties related to your business.

For purposes of this endorsement, travel to and from a normal workplace is not within the normal scope of employment or in the performance of duties related to your business.

This extension does not apply to Senior Living Facilities, Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. Coverage Extensions**:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" you lease, hire, rent or borrow. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations and this coverage is in addition to coverage already provided in the policy.

For Physical Damage coverage for each leased, hired, rented or borrowed covered "auto", our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

Paragraph **B.5.b.** of the Other Insurance Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is deemed to be a covered "auto" you don't own.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AUTO LOAN/LEASE GAP COVERAGE (Not Available in New York)

See Attached Endorsement **CA 20 71** Auto Loan/Lease Gap Coverage for coverage provided.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects coverage is in addition to coverage already provided in the policy and includes personal belongings. Personal effects do not include vehicle equipment or vehicle audio, visual or data electronic equipment. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits audio, visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";
 - b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
 - c. Designed to be solely operated by use of power from the "auto's" electrical system; or
 - d. Designed to be used solely in or upon the covered "auto".
4. Permanently installed two-way radios or telephones.

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

WAIVER OF SUBROGATION

SECTION IV, A.5. Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

COVERAGE TERRITORY - EXTENDED COVERED AUTOS

SECTION IV, B.7.b. - Coverage Territory is deleted in its entirety and replaced with the following:

- b. Anywhere in the world if:
 - (1) A covered "auto" is leased, hired, rented or borrowed for 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada, or in a settlement we agree to.

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

AMENDMENTS TO SECTION V – DEFINITIONS

The following are added to **SECTION V - DEFINITIONS**:

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

“Private Passenger Auto” means a four-wheel “auto” of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a “private passenger auto”.

SOCIAL SERVICE VAN OR BUS

“Social Service Van or Bus” means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

“Telematic Device” includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

“Volunteer Worker” means a person who is not your “employee”, and who donates their work and acts at the direction and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

December 5, 2025

NOTICE TO OFFERORS

ADDENDUM NO. 1

IFB No. RFQ 679887

The following changes and/or additions shall be made to the original Invitation for Bid (IFB) for Security Systems Design Installation and Maintenance Services, RFQ 679887. **Please acknowledge receipt of this addendum by signing and returning this form with your bid documents.**

The purpose of this addendum is to respond to questions received.

1. Attached are the questions and answers received in response to the solicitation.

Prepared By: Hassan Ouksaka Date: December 5, 2025

Acknowledged By:  Date: December 12, 2025

Timothy Brown, Director of Sales

QUESTIONS AND ANSWERS

1. What is the County seeking in this solicitation, and does it involve replacing existing security systems?

Answer: As outlined in Section 1.0 of the IFB, Loudoun County is seeking a qualified, factory-authorized firm to provide comprehensive services for the design, installation, programming, maintenance, repair, and support of its security systems. These systems include, but are not limited to:

- Network-based Access Control Systems (ACS)
- Intrusion Detection Systems (IDS)
- Video Surveillance Systems (VSS)

This solicitation is not intended to replace the County's existing systems. The successful contractor will support both current infrastructure and future security system needs across County facilities. The County intends to award a single contract as a result of this IFB.

2. What security solutions or platforms are currently in use by Loudoun County?

Answer: The County currently utilizes the following systems:

- Identipass PremiSys for card access control
- Hanwha Vision and Geutebruck USA for video surveillance

3. Will the County accept alternative manufacturers or platforms for security systems?

Answer: No. The County is not considering alternative manufacturers for its integration-critical platforms. As stated in Section 4.1 of the IFB, bidders must be certified dealers or authorized service providers for:

- Identipass PremiSys
- Hanwha Vision
- Geutebruck USA

IFB Section 5.2(D) further specifies that no substitutions are permitted for these platforms. Equivalent brands may only be proposed for non-integration-critical components, and such proposals are subject to County review and approval.

4. Does this contract require the use of prevailing wages??

Answer: No. Loudoun County does not have a prevailing or living wage requirement. However, bidders are expected to propose pricing that is competitive and covers all labor, supervision, equipment, tools, materials, transportation, and incidentals necessary to perform the required services under this contract.

5. The bid submission form references both an original and an electronic copy. How does this requirement apply to electronic submissions?

Answer: As stated in Sections 7.1(E) and (G) of the IFB, bidders may submit their response in one of the following formats:

- Physical submission: One (1) original hard copy and one (1) electronic copy on a USB flash drive.
- Electronic submission: Via the County's iSupplier portal.

If submitting electronically through iSupplier, a physical submission is not required. Electronic submissions must be complete, in PDF format, and marked as "Active" in the iSupplier system prior to the submission deadline. Faxed or emailed bids will not be accepted.

December 11, 2025

NOTICE TO OFFERORS

ADDENDUM NO. 2

IFB No. RFQ 679887

The following changes and/or additions shall be made to the original Invitation for Bid (IFB) for Security Systems Design Installation and Maintenance Services, RFQ 679887. **Please acknowledge receipt of this addendum by signing and returning this form with your bid documents.**

The purpose of this addendum is to modify IFB language.

1. The acceptance date for bids is hereby revised. Bids will now be accepted until **4:00 p.m., December 18, 2025, Local Time.**
2. Attachment #3 (Sample Tasks) is deleted in its entirety and replaced with the revised Attachment #3, which includes updated part numbers.

Prepared By: Hassan Ouksaka Date: December 11, 2025

Acknowledged By:  Date: December 12, 2025

Timothy Brown, Director of Sales

REVISED ATTACHMENT #3: SAMPLE TASKS

Bidder Instructions:

1. Bidders shall provide complete, itemized pricing for each Sample Task.
2. Pricing shall include all labor, supervision, equipment, tools, materials, programming, training, permits, inspections, transportation, and incidentals necessary to deliver a fully functional system.
3. All pricing shall be consistent with the labor rates and manufacturer discounts submitted in Attachment #2 (Pricing Page).
4. **The Total Price for All Sample Tasks will be used to evaluate bids. These tasks are illustrative and do not represent actual work orders.**
5. Failure to submit complete and itemized pricing for each task may result in the bid being deemed non-responsive.

Summary Sample Tasks Pricing Table:

Sample Task	Description	Total Price
Task 1	Card Access System	<u>\$9,749.15</u>
Task 2	Hanwha Camera System	<u>\$14,425.21</u>
Task 3	Geutebruck Camera System	<u>\$23,185.80</u>
TOTAL PRICE FOR ALL SAMPLE TASKS		<u>\$47,360.16</u>

ATTACHMENT 3A: SAMPLE TASK 1

Scope of Work

Install and program a new IDentiCard PremiSys card access system integrated with the County's existing PremiSys infrastructure, and a DMP intrusion detection system integrated with the access control platform.

The system shall include:

- Four (4) access-controlled doors with all required components.
- One (1) override key switch for emergency lockdown.
- Fifty (50) proximity cards and fifty (50) proximity fobs.
- Battery backup for both the access control and intrusion systems.
- Full programming of access and intrusion systems.
- All required permits and inspections prior to final acceptance.

Installation Notes:

- Doors #1 and 2: Aluminum storefront, drop tile ceiling, existing doors (not new construction).
- Doors #3 and 4: Metal frame with cylindrical lock prep; electric strikes must be field-installed; drop tile ceiling, existing doors (not new construction).

Required Components:

- IDentiCard: CTRL2RDR, BRD2RDR, ENCLG, **ENCLG KIT**, Tamper Switch, PS3A
- Altronix: BC1240, AL400ULACM
- Power Sonic: 12V 35Ah battery
- Honeywell: Vista-20PUL panel, 6160 keypad
- Securitron: MM15DT mag locks, EEB2 exit buttons
- HID: **40NKS-00-0000** card readers, FPKEY-5555-0000 keytags, FPCRD-SSSMW-0000 cards
- Bosch: DS160 exit sensors
- GRI: 8080-TWG-B door position switches
- RCI: **L6514** electric strikes
- Cabling: Lake Cable 102365 (120 ft), WPW 18/4 Plenum Cable 25244BGY1000 (40 ft)

County Responsibilities:

- Provide network connection to the equipment room for the PremiSys system.
- Provide IP address for the PremiSys controller.
- Provide electrical power and mounting surface (plywood backboard) for component installation.
- Provide monitoring service for the intrusion system.

Pricing Table (Materials)

Manufacturer	Description	Part #	Qty	Unit Cost	Extended Total
IDentiCard	Control Processor	CTLR2RDR	1	\$ 1348.80	\$ 1348.80
IDentiCard	Two Reader Board	BRD2RDR	1	\$ 696.00	\$ 696.00
IDentiCard	Large Enclosure	ENCLG Part of Kit	1	\$ N/A	\$ N/A
IDentiCard	Enclosure Lock & Key	PREM-ENCLG KIT	1	\$ 354.00	\$ 354.00
IDentiCard	Enclosure Tamper Switch	— Part of Kit	1	\$ N/A	\$ N/A
IDentiCard	3A Power Supply	PS3A	1	\$ 183.60	\$ 183.60
Altronix	Large Battery Enclosure	BC1240	1	\$ 91.87	\$ 91.87
Altronix	Power Supply	AL400ULACM	1	\$ 300.77	\$ 300.77
Power Sonic	12V 35Ah Battery	—	1	\$ 109.88	\$ 109.88
Honeywell	Intrusion Panel	Vista-20PUL	1	\$ 230.58	\$ 230.58
Honeywell	Keypad	6160	1	\$ 134.73	\$ 134.73
Override	Override Key Switch	— MKA2	1	\$ 107.26	\$ 107.26
Securitron	Mag Locks	MM15DT	2	\$ 472.00	\$ 944.00
HID	Wall Switch Card Readers	40NKS-00-0000	4	\$ 236.54	\$ 946.16
Securitron	Request-to-Exit Buttons	EEB2	2	\$ 95.41	\$ 190.82
Bosch	Request-to-Exit Sensors	DS160	4	\$ 76.58	\$ 306.32
GRI	Door Position Switches (wide gap)	8080-TWG-B	4	\$ 7.00	\$ 28.00
RCI	Electric Strikes	L6514	2	\$ 103.88	\$ 207.76
Lake Cable	Bundle Cable (per foot)	1012365	120	\$ 1.07 /ft	\$ 128.40
WPW	18/4 Plenum Cable (per foot)	25244BGY1000	40	\$.33 /ft	\$ 13.20
HID	Prox Keytags	FPKEY-5555-0000	50	\$ 4.38	\$ 219.00
HID	Prox Cards (Clamshell)	FPCRD-SSSMW-0000	50	\$ 2.56	\$ 128.00

Total Materials (Task 1): \$ 6,669.15

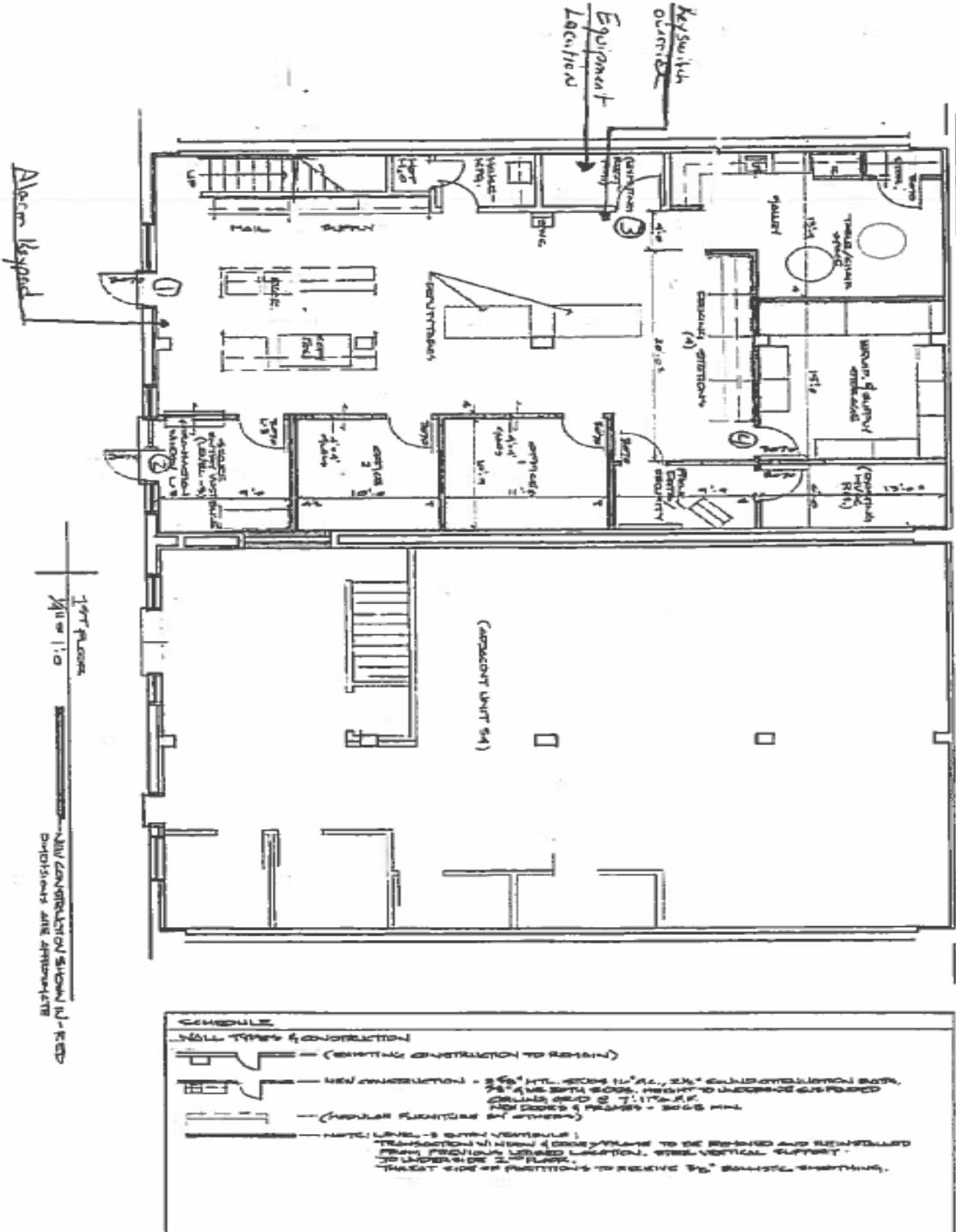
Pricing Table (Labor)

Labor Category	Hours	Hourly Rate (\$/hr.)	Extended Total (\$)
Installation Technician	42	\$ 70.00	\$ 2,940.00
Design / Engineering Services	2	\$ 70.00	\$ 140.00
Service Technician <i>Normal Hours</i>	N/A	\$ 70.00	\$ 0.00

Total Labor (Task 1): \$ 3,080.00

TOTAL COST (Materials and Labor) for TASK 1: \$ 9,749.15

SAMPLE TASK 1 LAYOUT



ATTACHMENT 3B: SAMPLE TASK 2

Scope of Work

Install and program a new Hanwha Wisenet Wave video surveillance system consisting of:

- One (1) Hanwha Wisenet Wave Server WRRPE201S16TB and monitor
- One (1) Hanwha Dome Camera XNV8080R
- One (1) Hanwha MultiSensor Camera **PNM C34404RQPZ**
- One (1) Trendnet TPETG80G 8Port PoE Switch
- 156 ft of Commscope CMP00423CS346U01 Cat 6 Plenum Cable

Additional requirements:

- Cameras to be ceilingmounted in drop tile ceilings
- No wall penetrations required for cable runs
- Server to be rackmounted on existing rack
- Connect server to existing County network
- Load client software onto two (2) existing County computers
- Provide three (3) hours of end-user training

Pricing Table (Materials)

Manufacturer	Description	Part #	Qty	Unit Cost	Extended Total
Hanwha	Wisenet Wave Server	WRRPE201S16TB	1	\$7,763.25	\$7,763.25
Hanwha	Dome Camera	XNV8080R	1	\$ 852.50	\$ 852.50
Hanwha	MultiSensor Camera	PNM C34404RQPZ	1	\$4,180.00	\$4,180.00
Trendnet	8Port PoE Switch	TPETG80G	1	\$ 100.18	\$ 100.18
Commscope	Cat 6 Plenum Cable (per foot)	CMP00423CS346U01	156 ft	\$.38 /ft	\$ 59.28

Total Materials (Task 2): \$ 12,955.21

Pricing Table (Labor)

Labor Category	Hours	Hourly Rate (\$/hr.)	Extended Total (\$)
Installation Technician	<u>16</u>	\$ <u>70.00</u>	\$1,120.00
Design / Engineering Services	<u>2</u>	\$ <u>70.00</u>	\$140.00
Installation Technician <i>Training (3 hrs.)</i>	3	\$ <u>70.00</u>	\$210.00

Total Labor (Task 2): \$ 1,470.00

TOTAL COST (Materials and Labor) for Task 2: \$ 14,425.21

ATTACHMENT 3C: SAMPLE TASK 3

Scope of Work

Install and program a new Geutebruck video surveillance system consisting of:

- One (1) Geutebruck 15.60801S – GST 8000+G# VMS Bundle – GCore 18TB Server and monitor
- One (1) Geutebruck 5.56530US HDD/18TB SATARAIDHThelium
- One (1) Geutebruck **5MP IP66 Fixed Dome Camera G-Cam/EFD 5230**
- One (1) Geutebruck **4K Dome Camera UHD G-Cam/EFD-4430**
- One (1) Trendnet TPETG160G 16Port PoE Switch
- Commscope CMP00423CS346U01 Cat 6 Plenum Cable

Additional requirements:

- Cameras to be ceiling-mounted in drop tile ceilings
- No wall penetrations required for cable runs
- Server to be rack-mounted on existing rack
- Connect server to existing County network
- Load client software onto three (3) existing County computers (meeting Geutebruck specifications)
- Provide seven (7) hours of end-user training (include in labor pricing)

Pricing Table (Materials)

Manufacturer	Description	Part #	Qty	Unit Cost	Extended Total
Geutebruck	VMS Bundle – GCore 18TB	15.60801S	1	\$17,859.60	\$17,859.60
Geutebruck	HDD 18TB SATARAIDHThelium	5.56530US	1	\$ 900.00	\$ 900.00
Geutebruck	5MP IP66 Fixed Dome Camera	G-Cam/EFD 5230	1	\$1,127.40	\$1,127.40
Geutebruck	4K Dome Camera UHD	G-Cam/EFD-4430	1	\$1,235.40	\$1,235.40
Trendnet	16Port PoE Switch	TPETG160G	1	\$ 254.12	\$ 254.12
Commscope	Cat 6 Plenum Cable	CMP00423CS346U01	156	ft\$.38 /ft	\$ 59.28

Total Materials (Task 3): \$21,435.80

Pricing Table (Labor)

Labor Category	Hours	Hourly Rate (\$/hr.)	Extended Total (\$)
Installation Technician	16	\$ 70.00	\$ 1,120.00
Design / Engineering Services	2	\$ 70.00	\$ 140.00
Installation Technician <i>Training (7 hrs.)</i>	7	\$ 70.00	\$ 490.00

Total Labor (Task 3): \$ 1,750.00

TOTAL COST (Materials and Labor) for Task 3: \$ 23,185.80

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

01-31-2027

NUMBER

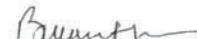
2705137553

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ESC FAS



NEXT GENERATION SECURITY CONCEPTS INC.
PO BOX 398
ROUND HILL, VA 20142




Brian Wolford, Interim Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

Certificate of Completion

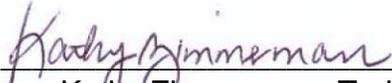
This certificate is awarded to

CULLIN MOORE
NEXT GENERATION SECURITY CONCEPTS, INC

in recognition of successfully completing

IDENTICARD PREMISYS™ TECHNICAL CERTIFICATION COURSE

on July 20th, 2017


Kathy Zimmerman, Trainer

Certificate of Completion

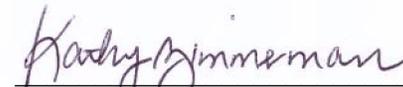
This certificate is awarded to

LARRY MEADE
NEXT GENERATION SECURITY CONCEPTS INC

in recognition of successfully completing

IDENTICARD PREMISYS™ TECHNICAL CERTIFICATION COURSE

on July 3rd, 2019


Kathy Zimmerman, Trainer



December 11, 2025

RE: Next Generation Security Concepts, Inc.

To Whom It May Concern:

This letter confirms that Next Generation Security Concepts, Inc. is a Hanwha Vision America Platinum partner. Next Generation Security Concepts, Inc. is qualified to sell, install, program and service Hanwha Vision products and we authorize that Next Generation Security Concepts, Inc. has our full support in submitting a video surveillance system manufactured by us for a new project.

Details of Next Generation Security Concepts, Inc.'s partnership include:

Up to 5-year Extended Warranty on NVR's and IP camera purchases made after 3/1/17. All analog products, accessories and lenses are warrantied for 3 years.

An Advanced Replacement Program for Platinum STEP partner for exchanges on all IP cameras and NVR's for five (5) years from the purchase date on products purchased after July 1st, 2023. Two and a half (2.5) years from the purchase date on products purchased between 2021 and July 1st, 2023, and one (1) year for products purchased before 2021. Our full warranty policy is outlined on our web page, hanwhavisionamerica.com, and included with all product documentation.

Hanwha Vision America looks forward to providing you with the best products and services in the security marketplace, and if there is anything that I can do for you, don't hesitate reach out to me.

Thank you.

A handwritten signature in black ink, appearing to read "Lloyd Taylor".

Lloyd Taylor

Senior Vice President of Sales, North America



WISENET CERTIFIED PROFESSIONAL

THIS IS TO CERTIFY THAT

Larry Meade

Next Generation Security Concepts,

Has successfully completed the requirements for the
Wisenet Professional Certification this
October 26, 2023.

This certification is valid for three years from date of award.
STEP ID E100027112





WISENET CERTIFIED PROFESSIONAL

THIS IS TO CERTIFY THAT

Jon Heflin

NGSC

Has successfully completed the requirements for the
Wisenet Professional Certification this
October 26, 2023.

This certification is valid for three years from date of award.
STEP ID E100027112



GEUTEBRÜCK

USA

December 11, 2025

Re: Next Generation Security Concepts, Inc.

21 Main Street

Round Hill, Virginia 20141

Subject: Authorized Dealer Status

To Whom It May Concern,

Next Generation Security Concepts, Inc. is a fully certified reseller/partner and authorized to sell, install, support and integrate Geutebrück's G-Core and G-SIM Video Technology Solutions with its customers.

We further support Next Generation Security Concepts for the service of any Geutebrück manufactured technology including video management software (VMS) and, VMS hardware including servers, workstations, storage arrays and Geutebrück cameras.

Please feel free to call me if need you any additional information.

Thank you for your support of Geutebrück.

Sincerely,



J. Terry Ottinger

President and CEO

GEUTEBRÜCK USA Inc.

Direct: 813.333.2476

Mobile: 813.335.3601

CERTIFICATION

Larry Meade

Next Generation Security Concepts

Has successfully completed the following certification training.

**G-Core Engineering Certification
G-Core Version 7.2**

GEUTEBRÜCK

 VIDEO SECURITY

 VIDEO INTELLIGENCE



Conducted August 21st - August 22nd, 2023 in Tampa, Florida USA

Jim Turner | Certified Geutebrück Trainer | Geutebrück USA

CERTIFICATION

Larry Meade

Next Generation Security Concepts

Has successfully completed the following certification training.

**G-Core Engineering Certification
G-SIM Version 10.0**

GEUTEBRÜCK

○ VIDEO SECURITY

○ VIDEO INTELLIGENCE



Conducted August 23rd - August 24th, 2023 in Tampa, Florida USA

Jim Turner | Certified Geutebrück Trainer | Geutebrück USA

CERTIFICATION

Jason Marcus

Next Generation Security Concepts

Has successfully completed the following certification training.

G-Core Engineering Certification

GEUTEBRÜCK

○ VIDEO SECURITY

○ VIDEO INTELLIGENCE



Conducted July 17th - July 18th, 2017 in Ashburn, Virginia USA

Bryon Hamilton | Certified Geutebrück Trainer | Geutebrück USA

GEUTEBRÜCK

Commonwealth of Virginia



**Department of Criminal Justice Services
certifies that**

Next Generation Security Concepts, Inc.

has satisfied the licensing requirements for

Private Security Service Business

To provide services for:

11-6546

10/31/2027

Aubrey Granderson

License #

Expiration Date

Director, Licensure and Regulatory Services