



## COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC 460) Prince William, Virginia 22192-9201  
(703) 792-6770 Metro 631-1703, Ext. 6770 Fax: (703) 792-4611

FINANCE DEPARTMENT  
Purchasing

CONTRACT: 16092BA4

SUBJECT: Furnish and Install Carpeting and Floor Covering (as Needed)

Between:

PRINCE WILLIAM COUNTY  
1 COUNTY COMPLEX COURT (MC460)  
PRINCE WILLIAM, VA 22182-9201  
703-792-6770 METRO 631-1703 EXT 6770

and the Contractor:

Commercial Carpets of America  
885-A S. Pickett Street  
Alexandria, Virginia 22304  
Telephone: 703-212-6393  
rgrove@cafloors.com

This Contract is entered into this 15th day of June, 2016, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified herein for supplies and/or services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

PRINCE WILLIAM CO.  
CENTRAL PURCHASING

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**SECTION I**  
**SPECIAL PROVISIONS**

**I.1 Definitions**

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the requesting agency identified below and authorized by the Purchasing Regulations or other law to enter into contracts.

"Requesting Agency" for the purpose of this Contract shall mean the Public Works Department, Division of Buildings and Grounds.

"Contract Administrator" assigned to administer this Contract for the County is Don Flory, Services Contract Administrator, Public Works Department, Buildings and Ground Division.

"Contractor" shall mean:

Commercial Carpets of America  
885-A S. Pickett Street  
Alexandria, Virginia 22304  
Telephone: 703-212-6393  
rgrove@cafloors.com

whose authorized representative is Ralph Grove, Vice President, Commercial Group, who is responsible for the performance obligation of the Contractor under this Contract.

**I.2 Incorporation of Documents**

The following documents are hereby incorporated by reference into this Contract:

1. Contractor's Bid Response dated April 25, 2016.
2. County's Solicitation number IFB160041 entitled "Furnish and Install Carpeting and Floor Covering (as Needed)" dated April 4, 2016.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: IFB160041. This Contract shall take precedence over all the documents referenced above.

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**I.3 Contract Period**

The Contract Period shall be for one year from Contract award date. The County shall have the option to renew the Contract for four (4) additional year periods, contingent upon the availability of funds for the purpose and the needs of the County.

**I.4 Provision of Supplies and/or Services**

The Contractor agrees to furnish and install carpeting and floor covering as detailed in Attachment A, Scope of Work in IFB160041.

**I.5 Contract Amount**

In return for the supplies and/or services identified herein, and subject to the "Termination for Non-Appropriation of Funds" clause, the County shall compensate the Contractor in accordance with the Contract Pricing Schedule, Attachment B.

**I.6 Placement of Orders**

A County Purchase Order which may be accompanied by a Task Order or a Work Order shall be issued to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with the Contract Pricing Schedule.

**I.7 Emergency Procurements**

In the event of a County emergency, the County reserves the right to procure the contracted goods and/or services from other sources that can provide the goods and/or services sooner than the Contractor in order to meet the County's emergency needs. Emergency procurements are as defined in the County Purchasing Regulations.

**I.8 Subcontractors**

Contractors desiring to utilize subcontractors on County jobs must receive prior written County approval to do so before subcontractors perform any services for the County.

**I.9 Delivery of Goods**

Goods are required to be delivered within one (1) calendar day after receipt of order from the County. Deliveries shall be F.O.B. destination, freight fully prepaid and allowed in Prince William County. No collect shipments will be accepted. Deliveries shall be made between 8:30 A.M. - 4:00 P.M., Monday through Friday, less established County holidays, unless otherwise approved by the County. Inside delivery is required unless otherwise specified.

The Contractor shall give 48 hour advance delivery notice to the requesting agency for deliveries that require unloading assistance from the County and/or for deliveries made to County job site locations.

~~All shipments/deliveries shall be accompanied by packing slips or delivery tickets, which shall contain the following information for package or load.~~

Contractor's Name and Address  
 Contract Number  
 Purchase Order Number  
 Task Order Number/Work Order Number, if applicable  
 Goods Ordered  
 Goods Delivered (article/quantity/date)

Goods Back Ordered

Failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### **I.10 Time of the Essence and Completion**

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

#### **I.11 Insurance**

The Contractor shall maintain insurance in an amount and form as set forth in IFB160041.

#### **I.12 Invoicing and Payments**

Contractor's invoices shall be submitted to the "Invoice To" address as reflected on the County's Purchase Order.

The Contractor shall submit detailed invoices listing the goods and/or services provided to the County.

As a minimum, invoices shall reflect the following:

- Contractor's Name and Address
- Contract Number
- Purchase Order Number
- Task Order Number/Work Order Number, if applicable
- Date Goods and/or Services were provided
- Receipts and/or Delivery Tickets, if applicable

The County shall make payment to the Contractor, net 30 calendar days and may accept prompt payment discounts if offered, after receipt of an acceptable invoice and the requested goods and/or services have been received and accepted by the County.

#### **I.13 Inspection and Acceptance**

Goods and/or services (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products and work performed) shall be subject to inspection and testing by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

In case goods are defective in material or workmanship or otherwise not in conformity with the County's requirements, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Goods which have been rejected or required to be corrected shall be removed or, if permitted or required by the Purchasing Manager, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails to promptly remove such goods that are required to be removed or replaced or to correct such goods, the County either 1) may by Contract or otherwise replace or correct such goods and charge to the Contractor the cost occasioned the County thereby; or 2) may terminate the Contract for default as provided by the "Termination for Default" Clause. Unless the Contractor corrects or replaces such goods within the specified delivery schedule, the Purchasing Manager may require the delivery of such goods to be provided at a reduction in price that is equitable under the circumstances.

Any and all services provided shall be conducted and completed in accordance with recognized and customarily accepted industry practices, unless otherwise specified by the County, and shall be considered complete when the services are approved as acceptable by the County's Contract Administrator or its designee. In the event of rejection of any services provided, the Contractor shall be notified and shall have 1 calendar day from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

#### **I.14 Warranties**

The Contractor warrants that (1) goods provided to the County are fit and sufficient for the purpose intended; (2) goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; and (3) goods provided to the County conform to the County's specified requirements.

Manufacturer's standard product warranties shall also apply.

#### **I.15 Hazardous Products**

Where applicable, the Contractor shall comply with all Virginia Occupational Safety and Health Administration Standards. Specifically, the Contractor shall ensure that all products provided to Prince William County are properly labeled and that Material Safety Data Sheets (MSDS) are provided for those products classified as "hazardous" by the Virginia Occupational Safety and Health Administration.

#### **I.16 Law Compliance**

The Contractor shall be solely responsible for complying with all applicable federal, state, and County laws, codes, ordinances, requirements, and regulations relating to this procurement.

#### **I.17 Tax Exemption**

Prince William County Government is exempt from the payment of any Federal excise or Virginia sales tax. However, when under established trade practice any such tax is included in bidders list price, the bidder shall bid the list price and shall show separately the amount of tax as a flat sum that will not be paid by the County.

#### **I.18 Rider Clause**

The Contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the Contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the Contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the Contract. Other public bodies desiring to use the Contract shall make their own legal determination as to whether the use of the Contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statutes, ordinances, and regulations, to the extent that they do not conflict with the Contract's terms and conditions.

Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

**I.19 Time of Delivery of Services**

Same day delivery of deposits before 7:00 p.m. is preferred. All bidders must guarantee delivery by 7:00 p.m. on the next working day following pickup. Preference will be given in bid evaluation to firms capable of guaranteeing same day delivery by 7:00 p.m. If no bidders can guarantee same day delivery by 7:00 p.m., the contract will be awarded to lowest bidding firm with delivery by 7:00 p.m. on the next working day following pickup.

## SECTION II

### GENERAL PROVISIONS

#### II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the prior express written permission of the County.

#### II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

#### II.3 Employment Discrimination for Contracts Over \$10,000

1. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

#### **II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

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

#### **II.5 Claims/Disputes**

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the



claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

## **II.6 Termination for Convenience of the County**

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
  - a. Cost of work performed or supplies delivered;
  - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
  - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

## **II.7 Termination for Default**

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

## **II.8 Termination for Non-Appropriation of Funds**

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

## **II.9 Payments to Subcontractors**

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
  - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
  - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

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

4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

## **II.10 Examination of Records**

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

## **II.11 Immigration Reform and Control Act of 1986**

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. The Contractor agrees that its employment of any person without legal status may subject it to termination of this Contract for default and agrees to include a similar provision in any subcontract.

## **II.12 Ethics in Public Contracting**

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

**II.13 Governing Law and Choice of Forum**

This Contract and any disputes hereunder shall be governed by the Constitution and laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in Prince William County, Virginia, or a federal Court located in the Eastern District of Virginia, Alexandria Division, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction.

**II.14 Integration**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

**II.15 Hold Harmless**


The Contractor hereby agrees to indemnify, defend at its own expense, and hold harmless Prince William County, Virginia, its officers, agents, employees, and volunteers, from any and all claims for property damage, bodily injuries, and personal injuries to the public, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees, and volunteers, in connection with Work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

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BOARD OF COUNTY SUPERVISORS OF  
PRINCE WILLIAM COUNTY, VIRGINIA

Commercial Carpets of America


  
County Representative  
**Thomas Bruun, Director**  
**Department of Public Works**  
Title

  
Contractor Representative **Ralph P. Grove**  
**Vice President, Commercial Group**  
Title **5/19/16**

ATTEST:

  
Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

  
Date: **4/27/16**  
**Alan F. Smith**  
**Assistant County Attorney**

PRINCE WILLIAM CO.  
CENTRAL PURCHASING

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## ATTACHMENT A

### Scope of Work

Prince William County Government is soliciting bids to furnish and install carpeting and miscellaneous vinyl, rubber, or other floor covering in various County facilities on "As Needed" basis. Materials shall include, but not limited to, vinyl composition tile (VCT), vinyl sheet goods, rubber flooring, vinyl cove base, transition strips, carpet padding, adhesive, seaming tape, concrete patching, leveling or other miscellaneous materials.

Prince William County will prepare a Task Order specifying what is required, but not limited to the following;

1. The style of floor covering is desired;
2. Whether padding is required;
3. Date project is to be completed by; and
4. Estimated square yardage to be installed.

Within five (5) working days, Contractor will provide a proposal showing:

1. Actual square yardage to be installed;
2. Diagram showing where floor covering seams will be located;
3. Estimated number of labor hours;
4. Estimated amount floor covering and materials needed; and
5. Estimated "time line" to meet County completion date, and
6. Estimated area needed for temporary storage.

Time line will show material delivery date, date work is to begin, and schedule of work to be accomplished.

#### CONTRACTOR'S RESPONSIBILITY - WORKMANSHIP AND INSTALLATIONS

Contractor shall be responsible for:

1. That work shall be performed by reputable, competent professionals who are mill certified. Copy of individual certification will be required.
2. Verification of actual measurements.
3. Coordinating installation times with Contract Administrator at (703) 792-6386 or designee. Most floor covering installations will occur during periods of low traffic, primarily at night or on weekends.
4. That new carpet, padding (when requested), and floor covering is installed in accordance with the Carpet and Rug Institute's Standard Publication CRI 104 for Commercial Carpet Installation.
5. That adhesives used are as recommended by the floor covering or adhesive manufacturer. The County reserves the right to request Material Safety Data Sheets (MSDS) for all chemicals used.

6. To move and replace all items necessary for performing services as required. Items may include, but are not limited to, systems furniture, desks, chairs, filing cabinets, telecommunications and data processing equipment, bookcases, credenzas, photocopiers, office equipment, boxed material and the contents thereof. Personal items will be boxed prior to move.

7. To inspect sub floor to determine suitability for floor covering. Any unusual conformity in the floor is to be reviewed with the agency. Obstructions such as door stops, protruding or flat electrical and terminal connectors are to be removed and replaced after carpet installation.

#### Carpet Waste

1. Estimated waste amounts exceeding five percent (5%) must be approved in advance by the Contract Administrator. Carpet and related material storage prior to installation shall be the responsibility of the Contractor. If available, the agency may provide a designated area for storage, but will not be responsible beyond reasonable protection against the elements.

2. Rolled carpet shall be laid securely in place by using the Double Stick method, stretch method, or direct glue down method as specified by the County in coordination with the installer. Carpet Tile installation in areas containing systems furniture will be done using an approved vertical lift system. Disassembly and removal of systems furniture for the purpose of installing carpet tile is not an option. Use of unapproved tools or equipment is forbidden. Vertical lift tools must have specific fittings for each type of furniture.

3. Contractor is responsible for removal and recycling existing carpet, padding, tack strips, transition strips, and existing vinyl base as well as any debris generated as a result of the floor covering installation. Use of County dumpsters for disposal is prohibited.

4. Transition strips shall be of a vinyl type that is color coordinated with the vinyl base.

5. Vinyl base shall be a cove type base that is color coordinated with the carpet and of the same width as the existing base. Vinyl base samples shall be submitted to the Contract Administrator upon request.

#### INSTALLATION

Carpet tile shall be laid out to avoid strips of tiles less than eight (8) inches wide being used. Tiles may be laid in one uniform direction or in an alternating pattern depending on the application. The County will determine which method shall be used. Upon completion, the floor shall present a uniform appearance with minimal if any visual evidence gaps between the individual tiles.

Contractor shall provide Manufacturer's Certificate of Compliance to Specifications identifying the carpet by registry numbers.

Contractor shall provide Manufacturer's Certificate of Compliance to Specifications identifying the carpet by registry numbers.

It shall be the responsibility of the Contractor to recycle, reclaim or otherwise divert from landfills any carpet and cove base that is removed. A third party certification of recycling/reclamation must be provided to the County within 30 calendar days of completion of the project.

#### CONTRACTOR'S RESPONSIBILITY FOR PEOPLE AND PROPERTY

The Contractor shall be responsible for the acts and omissions of all the Contractor's employees and all subcontractors, their agents and employees, and all other person performing any of the work under a contract with the Contractor.

The Contractor shall comply with all applicable laws, ordinances, codes, rules, requirements, regulations, and lawful orders of any public authority having jurisdiction (Federal, State and County) for the protection of persons or property from injury, damage, or loss.

The Contractor shall take whatever precautions are necessary to prevent injury, damage or loss to 1) all employees and all other persons who may be affected; 2) all project materials and equipment; and 3) all other property at the site or adjacent thereto.

#### INSPECTION OF CARPET INSTALLATIONS

Any damage to finished surfaces caused by work under this Contract shall be corrected, without charge to the County. Upon completion the contractor shall notify the owner requesting a final inspection. Contractor must complete any agency "punch list" within 15 calendar days after receipt of list.

#### Warranties

The Contractor warrants that:

- (1) The non-carpet supplies provided to County pursuant to this agreement are fit and sufficient for the purpose intended and are warranted for a period of one (1) year.
- (2) The supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship and are warranted for a period of one (1) year.
- (3) The supplies sold to the County pursuant to this agreement conform to the standards required by this Contract and are warranted for a period of one (1) year.
- (4) Any latent defects in materials found within manufacturer's warranty period, shall be replaced at no cost to the County for materials. Labor may be pro-rated.
- (5) All carpet shall be covered by a ten (10) year Limited Fiber Performance Guarantee by the carpet manufacturer and a full ten (10) year wear warranty.
- (6) Edge raveling and delaminating will be warranted for a minimum of ten (10) years.
- (7) All services provided under this agreement shall be warranted for a minimum period of two (2) years.



## APPLICABLE PUBLICATIONS

Compliance with the latest edition of industrial standard shall be required. Such standards published by, but not limited to, the following associations should be considered:

American Society for Testing and Materials 100 Barr Harbor Drive P.O. Box C700 West Conshohocken, PA 19428-2959  
Telephone: (610) 832-9585  
Email: [service@astm.org](mailto:service@astm.org) (a nongovernment website)

National Fire Protection Association 1 Batterymarch Park (Headquarters) Quincy, MA 02269 Phone: 617-770-3000 Fax: 617-770-0700  
[www.nfpa.org](http://www.nfpa.org)  
**Email:** submit your question online

The Carpet and Rug Institute  
P.O. Box 2048 Dalton, Georgia 30722-2048 United States of America  
Phone # 706-278-3176  
Fax # 706-278-8835  
[www.carpet-rug.org](http://www.carpet-rug.org)  
**Email:** submit your question online

## MANUFACTURER'S CARE INSTRUCTIONS

Each shipment of carpet whether installed by the Contractor, or installed by the Owner, shall include a copy of the manufacturer's recommended care and cleaning instructions.

## MUTUAL RESPONSIBILITIES OF CONTRACTOR DURING INSTALLATION

The Contractor shall afford the County and separate contractors, if involved with other phases of a building construction/remodeling, when required, reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work; and, the Contractor shall, if requested by the County to do so, connect, sequence, and coordinate work under this Contract with that of others.

## COUNTY'S RIGHT TO STOP PROJECT DURING INSTALLATIONS

If the Contractor fails to correct defective work or persistently fails to comply with the specifications, the County may order the Contractor to stop work on the project, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity.

## OCCUPANCY DURING CONSTRUCTION FOR INSTALLATIONS

The County reserves the right to enter the premises and store or attach such items as the County may elect without in any way affecting the contract, providing such use of the premises does not substantially interfere with the progress of the work.

## BACKGROUND INVESTIGATIONS:

Contractor may be required for specific installations to provide names, address, date of birth, gender, race, and social security numbers for employees, subcontractors' employees, to the Prince William County Police and Sheriff's Departments to perform a background investigation. The Police and Sheriff's Departments shall treat all information obtained as confidential.

Only those individuals receiving an approval will be allowed to perform services in those areas.

## AGENCY'S RESPONSIBILITY

Agency will be responsible for:

- A. Inspect carpet installation for contract compliance;
- B. Review scraps, challenge any apparent excess, and retain any as desired for "attic stock,"
- C. Provide a "punch list" to the Contractor for any corrections needed;
- D. Check for damage to finished surfaces caused by the Installers;
- E. Obtain the written 2-year guarantee on installation work and certificate of compliance to specifications;
- F. Prepare the area by removing personal effects, etc., from desks and removing and boxing books;
- G. Disconnect and move all major electronic and computer equipment;
- H. Notify vending machine owner of pending floor covering installation; and
- I. Asbestos remediation.

## Carpet Collections Carpet Collections

Carpets have been grouped into collections. Pricing will be for any carpet in a collection. This allows the designer to present a variety of carpets to the customer that are all priced the same.

Carpet tiles (manufacturer's standard size)

### 1. Tile Group 1:

- a. Shaw: Catalyst, Hybrid, Clear, Glaze, Transparent, Shape, Reserve, Direction, Scape, Realm, Field, Infinite, Vast, Tempt, Tangle
- b. J&J: Evolve, Emerge
- c. Milliken: Centro, Remix 2.0

### 2. Tile Group 2:

- a. Shaw: Diffuse, Disperse, Captivate, Intrigue, Shine, Allure, Glimmer, Embark, Wander, Social Media 26oz.
- b. J&J: City Blocks, Impulse III
- c. Milliken: Elevation, Nordic Stories, Southern Analog, Sound & Fury

d. Mohawk: Pure Genius, Caliber, Datum, Sector, Spatial, lateral Surfaces, Reflective Symmetry, Vanishing Point, Retro Rouge

3. Tile Group 3:

- a. Milliken: Ghost Artist, paste Up-Loop, Remix 2.0, Scattergraph, Straight Talk
- b. Mohawk: Iconic Earth

4. Tile Group 4:

- a. Shaw: Blox, Color Play, Kinetic, Link, Byline, Lineage, Copy, Rotate, Scepter II, Construct
  - b. J&J: Accelerate, Pop, Propel
  - c. Milliken: Colorweave, Paste Up- Tip Shear
  - d. Mohawk: Faculty Remix, Newcomer, Above Average, By the Book, Get Around, Take Note, Work it
- Tile Group 4

5. Tile Group 5:

- a. Interface: Nature's Trail
- b. J&J: Pay Day, Problem Solved, Meche, Meche Trace, Flash, Velocity, Umbra, Umbra Stripe
- c. Mohawk: Get Smart

6. Tile Group 6:

- a. Shaw: Knit, corded, Chain Stich, Fine Point, Line Weight, Stipple, Utopian, Artisan Loom
- b. J&J: Analog, Analog Mono, Naturals

7. Walk – Off Carpet:

- a. Milliken: Quadrus
- b. J&J: Catwalk, Runway

**Broadloom Carpet, Direct Glue Down**

☐ Broadloom Group 1:

- o Shaw : Design Series V
- o J&J: City Blocks, Impulse III
- o Mohawk: Pure Genius II

☐ Broadloom Group 2:

- o J&J: Payday, Problem Solved, Prism
- o Mohawk: Chilled Check, Faculty Remix

☐ Broadloom Group 3:

- o J&J: Textures
- o Mohawk: Work It

Optional Backing option for broadloom carpet is Tred-Mor #2580-2, ¼" sponge rubber, double direct glue down.

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Resilient Products (manufacturer's standard size)

1. VCT:

- a. Armstrong: Imperial Textures
  - b. Mannington: Essentials
  - c. Armstrong: Migrations BBT
  - d. Armstrong: Striations BBT
-

2. LVT Group 1:
  - a. Milliken : LVT
  - b. Tandus-Centiva: Venue
  - c. Shaw: Grain, Pigment
3. LVT Group 2:
  - a. Mannington: Nature's Path Planks
  - b. Shaw: Crete, Jeogori, Strand, Surface, Interval, Uncommon Ground
4. Sheet Vinyl:
  - a. Mannington: Realities, Biospec MD
  - b. Shaw: Naturelife II, BioLife
5. Sports Flooring:
  - a. Tarkett Sports Flooring: OmniSport 6.5mm
  - b. Shaw: Rexcourt 6.5mm
6. Rubber Flooring:
  - a. Nora: Eco 2mm, Environcare 2mm, Round 3.2mm, Hammered 2.7mm, Grano 3.5mm
  - b. Mannington: Colorscape tiles, Colorspec tiles, Teles Tiles
7. Rubber Tread/Risers:
  - a. Nora: Round, Hammered, Grano
  - b. Mannington: Colorscape, Colorspec

#### Manufacturer's Representatives

Shaw Commercial Carpet  
 David Schweizer  
[David.schweizer@shawinc.com](mailto:David.schweizer@shawinc.com)  
 Office 202-359-7521

Interface Flor  
 Jim Brown  
[Jim.Brown@interface.com](mailto:Jim.Brown@interface.com)  
 Mobile# (301) 802-7535

Mohawk Carpet  
 Chick Mandeville  
 Office # 703-818-8703  
 4270-H Henninger Ct  
 Chantilly, VA 20151  
[Chick\\_mandeville@mohawkind.com](mailto:Chick_mandeville@mohawkind.com)

JJ Haines (Armstrong Products)  
 Steve Barber  
[sbarber@jjhaines.com](mailto:sbarber@jjhaines.com)  
 Mobile# (443) 538-4740

J&J Flooring Group  
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 Washington, DC 20006  
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Milliken, Inc.  
 Matt McGivern  
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Nora Rubber Flooring  
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Tandus/Centiva  
 Debbie Crowe

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Abacus Sports (Tarkett Sports Flooring)

Tandus/Centiva

Dan Weaver

Debbie Crowe

dweaver@abacussports.com

Debbie.Crowe@tarkett.com

Office# (717) 560-8050

Mobile# (443) 310-6677

## ATTACHMENT B

## III.2 Pricing Schedule

## Pricing Schedule

Carpet prices are for any carpet within a collection. Carpet, VCT, Resilient and Sheet Vinyl product prices are for the carpet/vinyl only; installation is priced separately due to the wide variations in installation conditions.

Carpet Tile	Est. Quantity	Price/sq. yd.	Total
Tile Group 1	100 Sq. Yd.	\$ 19.30	\$ 1,930.00
Tile Group 2	100 Sq. Yd.	\$ 21.83	\$ 2,183.00
Tile Group 3	100 Sq Yd.	\$ 24.17	\$ 2,417.00
Tile Group 4	100 Sq Yd.	\$ 26.66	\$ 2,666.00
Tile Group 5	100 Sq Yd.	\$ 30.30	\$ 3,030.00
Tile Group 6	100 Sq Yd.	\$ 32.79	\$ 3,279.00
Walf-Off Carpet	25 Sq Yd.	\$ 53.35	\$ 1,333.75
<b>Broadloom Carpet</b>			
Broadloom Group 1	25 Sq. Yd.	\$ 15.88	\$ 397.00
Broadloom Group 2	25 Sq. Yd.	\$ 22.98	\$ 574.50
Broadloom Group 3	25 Sq. Yd.	\$ 29.56	\$ 739.00
Tred-Mor Backing	10 Sq. Yd.	\$ 8.25	\$ 82.50
<b>VCT</b>			
Armstrong Imperial Textures	900 Sq. Ft	\$ 1.05	\$ 945.00
Mannington Essentials	900 Sq. Ft	\$ .98	\$ 882.00
Armstrong Migrations BBT	900 Sq. Ft	\$ 2.66	\$ 2,394.00
Armstrong Striations BBT	900 Sq. Ft	\$ 3.07	\$ 2,763.00
<b>LVT Resilient Flooring</b>			
LVT Group 1	200 Sq. Ft	\$ 3.02	\$ 604.00
LVT Group 2	200 Sq. Ft	\$ 3.56	\$ 712.00

<b>Sheet Vinyl</b>			
Mannington BioSpec MD	100 Sq. Ft	\$ 4.32	\$ 432.00
Mannington Realities	100 Sq. Ft	\$ 4.77	\$ 477.00
Shaw Nature Life	100 Sq. Ft	\$ 3.31	\$ 331.00
Shaw Bio Life	100 Sq. Ft	\$ 3.61	\$ 361.00
<b>Sports Flooring</b>			
Tarkett: OmniSport 6.5mm	100 Sq. Ft	\$ 4.60	\$ 460.00
Shaw: Rexcourt 6.5mm	100 Sq. Ft.	\$ 4.10	\$ 410.00
<b>Rubber Flooring</b>			
Nora Eco 2mm (tiles or rolls)	100 Sq. Ft	\$ 5.06	\$ 506.00
Nora Environcare 2mm (tiles or rolls)	100 Sq. Ft	\$ 5.78	\$ 578.00
Nora Round 3.2mm or Hammered 2.7mm (tiles)	100 Sq. Ft	\$ 7.59	\$ 759.00
Nora Grano 3.5mm (tiles)	100 Sq. Ft	\$ 9.77	\$ 977.00
Mannington Colorscape (tiles)	100 Sq. Ft	\$ 6.86	\$ 686.00
Mannington Colorspec (tiles)	100 Sq. Ft	\$ 7.65	\$ 765.00
Mannington Teles (tiles)	100 Sq. Ft	\$ 8.31	\$ 831.00
<b>Rubber Stair Treads/Risers (combo)</b>			
Nora Round or Hammered	100 Lin. Ft	\$ 19.65	\$ 1,965.00
Nora Grano	100 Lin. Ft	\$ 22.01	\$ 2,201.00
Mannington Colorscape	100 Lin. Ft	\$ 14.82	\$ 1,482.00
Mannington Colorspec	100 Lin. Ft	\$ 16.80	\$ 1,680.00
<b>Carpet Installation Services</b>			
Carpet Tile	800 Sq. Yd.	\$ 3.55	\$ 2,840.00

Broadloom, Direct Glue Down	25 Sq. Yd.	\$ 4.05	\$ 101.25
Broadloom, Dbl Direct Glue Down	10 Sq. Yd.	\$ 6.95	\$ 69.50
Stretch & Tack Strip	10 Sq. Yd.	\$ 4.05	\$ 40.50
<b>Resilient Installation Services</b>			
Remove & Recycle/Reclaim Vinyl (tile or sheet)	900 Sq. Ft.	\$ .45	\$ 405.00
Skim coat substrate with cementitious underlayment	900 Sq. Ft.	\$ .70	\$ 630.00
VCT	900 Sq. Ft.	\$ .65	\$ 585.00
LVT	200 Sq. Ft.	\$ 1.35	\$ 270.00
LVP (Luxury Vinyl Plank)	200 Sq. Ft.	\$ 1.74	\$ 348.00
Sheet Vinyl	900 Sq. Ft.	\$ 1.35	\$ 1,215.00
Vinyl Sports Flooring	100 Sq. Ft.	\$ 2.10	\$ 210.00
Rubber Flooring	900 Sq. Ft.	\$ 1.40	\$ 1,260.00
Seam Welding	900 Lin. Ft.	\$ 4.50	\$ 4,050.00
Stair Tread/Risers	900 Lin. Ft.	\$ 4.15	\$ 3,735.00
<b>Carpet Removal &amp; Recycling/Reclamation</b>			
Carpet Tile	800 Sq. Yd.	2.10	1,680.00
Direct Glue Down	25 Sq. Yd.	\$ 2.10	\$ 52.50
Stretch & Tack Strip	10 Sq. Yd.	\$ 2.10	\$ 21.00
Dbl -Glue w/ Tred-Mor	10 Sq. Yd.	\$ 2.75	\$ 27.50
<b>Cove Base</b>			
Furnish & Install	100 Linear Ft	\$ 1.30	\$ 130.00
Remove & Recycle	100 Linear Ft	\$ .10	\$ 10.00
<b>Reducer/Transition</b>			
Furnish & Install	10 Linear Ft	\$ 1.30	\$ 13.00



Remove & Recycle	10 Linear Ft	\$ .10	\$ 1.00
<b>Moving/Lifting Furniture</b>			
Move Freestanding	200 Sq. Yd.	\$ 4.25	\$ 850.00
Lift Systems	700 Sq. Yd.	\$ 6.33	\$ 4,431.00
<b>Carpet Repairs/Other Products</b>			
Carpet Mechanic, 8AM -5PM, M-F	20 Hours	Rate per Hour \$ 48.00	\$ 960.00
Carpet Mechanic, Other hours	20 Hours	Rate per Hour \$ 69.50	\$ 1,390.00
Mechanic Helper, 8AM – 5PM, M-F	20 Hours	Rate per Hour \$ 27.25	\$ 545.00
Mechanic Helper, Other Hours	20 Hours	Rate per Hour \$ 39.75	\$ 795.00
Materials Markup Percentage	\$5,000.00	% 20	\$ 6,000
Other Carpets not listed – Percent markup from Dealer invoice	\$25,000.00	% 20	\$ 30,000
Other Resilient, VCT, Sheet Vinyl, or Rubber flooring– Percent markup from Invoice	\$5,000.00	% 20	\$ 6,000
Minimum Order Amount for Services on Any Single Order	4 each	\$ 200	\$ 800
<b>Grand Total</b>			\$ 111,298.00