



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

DATE: March 25, 2011

INVITATION FOR BID: IFB110029

SUBJECT: Floor Covering: Furnish, Install, and Repair

BID OPENING

DATE: April 28, 2011
TIME: 3:00 P.M. LOCAL TIME
SUBMIT TO: PURCHASING MANAGER
PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VIRGINIA 22192-9201

PLEASE DIRECT CONTRACTUAL QUESTIONS CONCERNING IFB TO:

Shana N. Terry
(703) 792-7233

Sterry2@pwcgov.org

www.pwcgov.org/eservices/eprocurement

An Equal Opportunity Employer

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SECTION I

SPECIAL PROVISIONS

I.1 Scope

Prince William County is soliciting bids to furnish and install carpeting and miscellaneous vinyl, rubber, or other floor covering in various County facilities on an as needed basis. Materials shall include, but not limited to vinyl cove base, transition strips, padding upon request, adhesive, seaming tape, concrete patching, leveling or other miscellaneous materials. The supplies and/or services shall strictly conform to the specifications set forth in the Solicitation and any amendments thereto. The prices shall be in force for the period of the contract.

I.2 Requesting Agency

Public Works, Buildings and Grounds Division is the main requesting agency for this Solicitation. Other Prince William County agencies may utilize the awarded Contract(s) resulting from this Solicitation.

I.3 Questions Concerning Solicitation

Any questions pertaining to this solicitation shall be directed to:

Shana N. Terry, Contract Specialist II
Purchasing Division
1 County Complex
Prince William, VA 22192
Telephone No. 703-792-7233
Email: sterry2@pwcgov.org

Questions relative to the Scope of Work or Specifications shall be requested of the Contract Specialist noted above, in writing by April 14, 2011, 4:00 p.m. Questions received after the stated deadline will not be given any consideration. Questions submitted by prospective bidders and answers provided by the County will be forwarded to all prospective bidders of record who have received a copy of the solicitation. Any questions and answers that will result in a change to the solicitation will be expressed in the form of an addendum to the solicitation which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

I.4 Contract Period

The Contract Period shall be for one (1) year(s) from Contract award date. The County shall have the option to renew the Contract for four (4) additional one (1) year periods, contingent upon availability of funds for the purpose and the needs of the County.

I.5 Task Order Procedure

As County projects become known, the County shall provide a task request to the Contractor. The Contractor shall submit a task proposal to the County for each project based on the Contractor's Schedule of Rates.

The County may request a meeting with the Contractor to discuss the proposed scope of work. Based upon the request and any subsequent meetings/negotiations, the Contractor shall prepare a written task proposal within five (5) calendar days from the County's task request.

The Contractor's task proposal should include, but not be limited to, the following:

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 of floor covering and materials needed; and
5. Estimated "time line" to meet County Completion date. Time line will show material delivery date work is to begin and schedule of work to be accomplished.
6. Estimated area needed for temporary storage.

No compensation shall be paid to the Contractor for the preparation and delivery of task proposals.

The Contractor's proposal shall be attached and incorporated in the final executed task order and made a part thereof. No work shall begin until the Contractor receives a fully-executed Task Order and Purchase Order.

Hidden conditions and additional services required outside the original Task Order shall be addressed and a cost agreed upon between the County and the Contractor. A Change Order to the Task Order and Purchase Order shall be issued before these services are performed.

I.6 Performance Period

The Contractor shall commence performance and complete the required services as described in the Specifications/Scope of Work and/or as may be described in a County Purchase Order, Task Order, or Work Order, issued against the Contract.

Installation times shall be coordinated with Contract Administrator at (703) 792-6386 or designated project manager. Most floor covering installations will occur during periods of low traffic, primarily at night or on weekends.

I.7 Estimated Quantities

Quantities reflected in this Solicitation are estimated quantities only and the County or other jurisdictions may purchase more or less of any item in accordance with agency requirements.

I.8 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 three (3) calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

I.9 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
- Proof of purchase of materials at contractor's cost (e.g. Copy of receipt, invoice)
- Receipts and/or Delivery Tickets, if applicable

The County shall make payment to the Contractor, net 30 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.10 Price Adjustments

The Contractor agrees that the prices shall remain firm for the contract period. If the County exercises available contract renewal options upon the expiration of its term, should there be any price increase; the price may be increased only upon approval of a written request to the Purchasing Manager. Upon receipt of Contractor's request the County shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

The requested change in the price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price etc.)

The request must be received at least sixty (60) days prior to the effective date and shall become effective only upon approval by the County Purchasing Manager. The increase shall not apply to orders received by the Contractor prior to the effective date of the approved contract price.

If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of

customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Manager within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Manager was notified of any such reduction.

I.11 Insurance

Insurance is required as described in Section III. An Insurance Certificate must be submitted to the County for review and acceptance before any services are performed by the Contractor. The same Insurance requirements will apply to any subcontractor performing for the Contractor on County jobs.

I.12 Samples

The County reserves the right to request a bidder to furnish samples of any item on which they submit a bid within five (5) working days after the request is made. Samples requested shall be delivered free of charge. Samples shall be removed by the bidder at its own expense.

Samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure of samples to conform to all major characteristics shall cause rejection of the bid for each item that fails to meet to the major characteristics.

Failure to submit a requested sample for the specific item shall be just cause for eliminating the bidder from further consideration for award for that item.

The County will not be responsible for any samples which are destroyed in examination. If the samples are not removed by the bidder within thirty (30) days after written notice to the bidder, they may be stored at Bidder's risk and expense, or may be deemed abandoned property and disposed of as such. Accepted samples may be retained by the County indefinitely unless other arrangements have been established.

I.13 Brand Name or Equal

One or more items called for by this solicitation have been identified in the Price Schedule by a brand-name-or-equal product description. Bids offering equal products will be considered for award if these products are clearly identified and are determined by the County to be equal in all material respects to the brand-name product referenced in the solicitation.

Unless the bidder clearly indicates in the bid that the bid is for an equal product, the bid will be considered as offering a brand-name product referenced in the solicitation.

If the bidder proposed to furnish an equal product, the brand name and model or catalog number, if any, of the product to be furnished must be inserted in the space provided in the solicitation. The evaluation of bids and the determination as to equality of the product offered will be based on information furnished by the bidder or identified in the bid, as well as other information reasonably available to the Purchasing Manager. Accordingly, to ensure that sufficient information is available, the bidder must furnish as a part of the bid:

- a. All descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Purchasing Manager to establish exactly what the bidder proposes to furnish and to determine whether the product offered meets the requirements of the solicitation; or
- b. Specific references to information previously furnished or to information otherwise available to the Purchasing Manager to permit a determination as to the equality of the product offered.

If the bidder proposes to modify a product so as to make it conform to the requirements of the solicitations, the bidder must:

- a. Include in the bid a clear description of the proposed modifications; and
- b. Clearly mark any descriptive material to show the proposed modifications.

I.14 Equal Product Specifications

The specifications detail the items or services for which bids are sought. Equal product substitution will be considered in the following circumstances:

1. The name of any brand, make, manufacturer, or a definite specification does not restrict bidders to the specific brand, make, manufacturer, or specification named, it is to set forth and convey to prospective bidders the general style, type, character and quality of the article desired; and
2. Wherever in specifications or contract documents a particular brand, make or material, device or equipment is shown or specified, such brand, make or material, device or equipment should be regarded merely as a standard. Any other brand, equal of the specified, considering quality, workmanship and economy of operation and suitable for the purpose intended, shall be considered responsive to the specifications.

Determinations as to the equality of product substitutions shall be made by the County whose decision shall be final.

I.15 Warranties

The Contractor warrants that:

1. The non-carpet supplies provided to the County are fit and sufficient for the purpose intended and 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 warranted for a period of one (1) year.
3. The supplies provided to the County conform to the County's specified requirements and are warranted for a period of one (1) year.
4. Any latent defects in materials found within two (2) years after final payment, shall be replaced at no cost to the County.
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.

Manufacturer's standard product warranties shall also apply.

I.16 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.17 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.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 statute, 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 Americans with Disabilities Act Requirements

Bidder agrees to comply with all regulations of the Americans with Disabilities Act (ADA).

Upon request, Prince William County will provide reasonable accommodations for persons with disabilities for County programs, services, and activities. The County will observe and implement all equal employment opportunity laws and regulations and will continue to make concerted efforts to assure its work environment is free of discrimination.

The ADA guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Prince William County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy.

SECTION II

INSTRUCTIONS TO BIDDERS

GENERAL PROVISIONS

II.1 General

Bids and contracts for Prince William County are governed by the Prince William County Purchasing Regulations, effective January 1, 1981, as amended. All bidders are referred to the specific provisions of those regulations for guidance in dealing with County solicitations. In the event of an inconsistency between the special provisions of this solicitation, the general provisions, contract, or other included document, or the Purchasing Regulations, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

- (1) the Purchasing Regulations
- (2) the Specifications
- (3) the Contract
- (4) the Special Provisions
- (5) the General Provisions and Definitions

The following general information is provided all bidders to facilitate the preparation of suitable bids for the goods or services identified in this Invitation, and the requirements set forth shall be binding on all bidders.

Bids must be based on the entire bid set and nothing else, and bidders are expected to take into consideration that the bid set, including any contract which is a part of the Invitation, will constitute the terms of the bargain between the County and the successful bidder. Where a contract is provided, it is intended that it shall incorporate the terms and conditions of the bid, rendering further reference to the bid set unnecessary.

The County is not at liberty to change the terms of the bargain after the opening of bids. Where questions and discussions prior to bid opening disclose a need for additional information or amendments, appropriate addenda to the Invitation will be prepared and distributed so that all bidders will be offering price quotes based on the same information and specifications.

The Purchasing Manager may extend the date and time for opening of bids if she believes it is necessary.

II.2 Vendor Registration

Before submitting a response to this solicitation, an offeror must be a registered Prince William County vendor. Vendors are encouraged to register themselves over the Internet at www.pwcgov.org/eservices/eprocurement

If Internet access is not available, or problems are experienced during registration, contact the Purchasing Office shown on the front page of the Solicitation.

II.3 Bid Submission

The Bidder shall submit to the County one (1) original and two (2) copies of the bid prior to the bid due date and time.

As a minimum the following items must be included in the Bid Submittal:

IFB Submission Form
Specifications and/or Scope of Work
Pricing Schedule
Bidder's Qualifications and References

and, if required but not limited to,

Insurance Certificate
Bonds
Certificates, Permits, and Licenses
Samples, Plans, and Drawings
Technical Literature, Catalogs, Price Sheets
Material Safety Data Sheets
Warranty Information

All information required by the Solicitation must be provided in order for the bid to be considered complete. Inadequate information may result in disqualification of the bid.

Any modifications not expressly provided for in the Solicitation may require rejection of the bid.

The bid must be signed and dated by an authorized person of the firm or corporation to bind the Bidder to a Contract with the County. The Purchasing Manager may require that any bidder submit powers of attorney or other appropriate documentation showing the authority of the signatory to act on the Contractor's behalf. If it later appears that the signatory was not authorized to act, whether such proof of agency has been demanded or not, the County may declare the Contract void if it is in its best interest to do so. In addition, resulting Contracts must be signed and dated by the Contractor and all other required parties.

Bids shall be submitted in any sealed package that clearly identifies the Solicitation name and number, bidder's name and address, and the bid due date and time.

The bid package shall clearly state "Bid Package is not to be opened until the bid due date and time."

The Bidder assumes the risk that a bid not properly marked may be mistakenly opened, and thus may be rendered ineligible for consideration. The Purchasing Manager or designated representative(s) shall not be responsible for the premature opening of a bid not properly identified as specified herein.

Bids must be submitted to and time stamped by the County Purchasing Office prior to the bid due date and time.

Bids received in the Purchasing Office after the prescribed due date and time shall not be considered for Contract award and shall be returned unopened to the Bidder.

If a prospective Bidder is unable to submit a bid in response to this Solicitation, the Bidder may submit a letter as to why the Bidder is unable or unwilling to submit a bid. The County is interested in learning if there are any problems with the Solicitation process that may discourage responses. Because of the large number of firms listed on the County's registered bidders list, the County may delete the names of those persons, firms or corporations who fail to respond to the County's Solicitations after having been invited to submit a bid on three successive Solicitations.

Bids shall be publicly opened, announced, and witnessed at the designated location on the due date and time fixed for the bid opening. Bidders are encouraged to attend bid openings and to offer constructive suggestions for improvements to the Solicitation process.

II.4 Bid Evaluation

As allowed by the County's Purchasing Regulations, the following provisions apply:

Bids shall be evaluated on the basis of the requirements set forth in the Solicitation and the County's Purchasing Regulations where applicable. Award(s) shall be made to the lowest responsive and responsible bidder.

The Purchasing Manager is authorized to waive any irregularity or informality in any bid; provided however, that a bid or amendments thereto which are received after the time specified for the opening of bids will be neither opened nor considered.

Withdrawal of bids is strictly governed by the County's Purchasing Regulations. If a bid may be lawfully withdrawn, notice of withdrawal must be provided in writing within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

When only one responsive and responsible bid is received, the Solicitation may be canceled and items rebid, unless the Director of Finance determines that the bid is reasonable and in the best interests of the County.

The Director of Finance may cancel the Solicitation if it is in the best interest of the County to do so.

II.5 Bid Prices and Acceptance

Bid prices unless otherwise specified, must be net, including but not limited to transportation and handling charges fully prepaid by the Contractor to destination, and subject only to any discount for prompt payment that may be offered by the Bidder.

Prompt payment discounts offered in bids will not be considered in determining contract award.

Bid prices, should they be accepted and a Contract awarded, shall remain firm for the period of the Contract unless otherwise agreed to by both parties.

Bidder warrants by virtue of bidding that prices, terms and conditions reflected in its bid submittal shall be firm for acceptance for a period of ninety (90) days from bid opening due date, unless otherwise stated in its bid submittal.

II.6 Competency of Bidder

No bids will be accepted from or award made to any person, firm, or corporation that is in arrears, or is in default to the County upon any debt or Contract, or that has defaulted as surety or otherwise upon any obligation to the County, person, firm, or corporation. If requested, the bidder must provide evidence to the contrary within forty-eight (48) hours upon request.

Person, firm, or corporation, shall submit a bid which conforms in all material respects to the Solicitation.

Person, firm, or corporation, shall have the capability with adequate: financial resources, facilities, experience, insurance and licenses, adequate: services, vehicles, and skilled personnel to provide goods and/or services as required by the Solicitation as determined through evidence submitted, reputation, past performance, public records, site visits, and references available to the County.

Person, firm, or corporation, shall have the ability to comply with the required delivery period and/or performance period taking into consideration other business commitments.

II.7 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.

II.8 Contractor's Contract Representative

In the event a Contract is executed as a result of this Solicitation, the Contractor shall designate in writing its Contract Representative who shall be responsible for insuring that the goods and/or services required by the County are provided in accordance with the County's Contract.

II.9 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.

II.10 Contract Type and Award

The County intends to award a firm fixed type Contract(s). The County may award all or part of the Solicitation to any bidder whose bid is the lowest responsible and responsive bid. The County has the option to make multiple awards or primary and secondary awards. The County has the option to make awards by line item, by group, or by overall low bid. The County furthermore reserves the right to delete Solicitation item(s) from award consideration if it is in the County's best interest.

II.11 Standard Contract for Supplies and/or Services

Prince William County expects to enter into its "Standard Contract for Supplies and/or Services" in a form substantially as attached hereto. All clauses in Attachment A, Section II are mandatory. The Contractor's review and acceptance of these

terms shall be required as a condition of its bid submittal acceptance. Failure to accept these clauses shall disqualify the bidder from further consideration.

The County will consider amendments proposed by Bidders, other than for the modification or deletion of clauses in Attachment A, Section II. Proposed amendments to the "Standard Contract for Supplies and/or Services" are to be highlighted and submitted as part of the bidder's bid submittal. The County's review and acceptance of the proposed terms shall be a condition of contract award.

II.12 Non-Discrimination Against Faith-Based Organizations

Prince William County Government does not discriminate against faith-based organizations in procuring goods and services.

II.13 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.14 Law Compliance

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

II.15 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 bidder's 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.

II.16 Bidder's Agreements

Bidder's agreements including but not limited to: licenses, service and maintenance agreements, contract agreements/addendums, required to be signed by the County as part of a contract shall be submitted by the Bidder as attachments to the Bidder's initial bid. Review and negotiation by the County of terms contained in these documents shall be a condition of contract award.

II.17 Posting of Award

Notice of Contract award(s) made as a result of this Solicitation will be posted on the Prince William County Web Page at www.pwccgov.org/eservices/eprocurement.

SECTION III

FORMS

IFB SUBMISSION FORM FOR NUMBER IFB110029 Floor Covering: Furnish, Install and Repair**SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

Company _____ Contact Person _____
 Address _____ Title _____
 _____ Telephone No. _____
 Remittance Address _____ FAX No. _____
 _____ EMail _____

Indicate Which: Corporation _____ *Minority Owned/Controlled
 Partnership _____ Business Yes ___ No ___
 Sole Prop. _____ Small Business Yes ___ No ___

Organized under the laws of the State of _____

Principal place of business at _____

*Minorities are defined as Blacks, Hispanics, Asians or Pacific Islanders, American Indians, Alaskan Natives, and Women.

Following are the names and address of all persons having an ownership interest of 5% or more in the Company: (Attach more sheets if needed)

Name	Address
_____	_____
_____	_____

SECTION II - CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act.

The Bidder () is () is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION III - COLLUSION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Solicitation.

Authorized
 Signature _____ Date _____

Name (Printed) _____ Title _____

BIDDER MUST RETURN THIS COMPLETED FORM WITH BID SUBMISSION

III.1 Specifications/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 an as needed basis. Materials shall include, but not limited to, vinyl composition tile (VCT), vinyl sheet goods, rubber flooring, vinyl cove base, transition strips, padding upon request, 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.
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. Ensuring 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. Most floor covering installations will occur during periods of low traffic, primarily at night or on weekends.
4. Ensuring 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. Ensuring 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. Moving and replacing 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. Inspecting 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 the Levitate System by Milliken or Shaw V.I.T. or equal. Disassembly and removal of systems furniture for the purpose of installing carpet tile is not an option.
3. Contractor is responsible for removal and disposal of 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.

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 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, rules, regulations and lawful orders of any public authority having jurisdiction 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 provided to the County 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 two (2) years after final payment, shall be replaced at no cost to the County.
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 (ASTM)
100 Bar Harbor Drive
West Conshahocken, PA 19428-2959
(610) 770-3000

National Fire Protection Association (NFPA)
Batterymarch Park
Quincy, MA 02269
(617) 328-9290

The Carpet and Rug Institute
P.O. Box 2048
Dalton, Georgia 30722-2048
Phone 706-278-3176
Fax 706-278-8835

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 to provide names, address, date of birth, gender, race, and social security numbers for employees, sub contractors' employees, for specific installations, to the Prince William County Police and Sheriffs Departments to perform a background investigation. The Police and Sheriffs Departments shall treat all information obtained as confidential.

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

AGENCY'S RESPONSIBILITY

Agency will be responsible for:

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

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 (24”X24”)

Manufacturer	Included Product Lines
Shaw	Shaw Group 1 – Catalyst, Hybrid, Clear, Glaze, Transparent
Shaw	Shaw Group 2 – Intrigue, Captivate, Byline, Linage, Link, Diffuse, Disperse
Shaw	Shaw Group 3 – Color Play, Kinetic, Embellish, Blockprint, Craft, Corded
Shaw	Shaw Group 4 – Knit, Chain Stitch
Lees Tile	Lees Tile Group 1 – Class Act (Take Note, By the Book, Get Around, Above Average)
Lees Tile	Lees Tile Group 2 – Jacket, Faculty IV
Lees Tile	Lees Tile Group 3 – Clear Lines, City Fragments, Vacant Beauty
Lees Tile	Lees Tile Group 4 – Shirt, Tie, Sweater
Lees Tile	Lees Tile Group 5 – Artstone, Attribute, Form, Focus,

1. Shaw Group 1 – Catalyst, Hybrid, Clear, Glaze, Transparent
2. Shaw Group 2 – Intrigue, Captivate, Byline, Linage, Link, Diffuse, Disperse
3. Shaw Group 3 – Color Play, Kinetic, Embellish, Blockprint, Craft, Corded
4. Shaw Group 4 – Knit, Chain Stitch
5. Lees Tile Group 1 – Class Act (Take Note, By the Book, Get Around, Above Average)
6. Lees Tile Group 2 – Jacket, Faculty IV
7. Lees Tile Group 3 – Clear Lines, City Fragments, Vacant Beauty
8. Lees Tile Group 4 – Shirt, Tie, Sweater
9. Lees Tile Group 5 – Artstone, Attribute, Form, Focus,

Broadloom Carpet, Direct Glue Down

Lees Broadloom Group 1 – Class Act (Take Note, By the Book, Get Around, Above Average)

Lees Broadloom Group 2 - Faculty IV

Lees Broadloom Group 3 – Workforce

Lees Broadloom Group 4 – Form, Focus

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

Manufacturer’s Representatives

Shaw Commercial Carpet

David Schweizer

David.schweizer@shawinc.com

Office 202-359-7521

Lees Carpet

Chick Mandeville

The Mohawk Group

Office 703-818-8703

4270-H Henninger Ct

Chantilly, VA 20151

Chick_mandeville@mohawkind.com

III.2 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. Prices will remain firm for the length of the contract except for price adjustments as provided for in section I.10, Price Adjustments. Any requests for adjustments in the price of carpet, vinyl, rubber or other floor covering must be accompanied by documentation on the manufacturer's letterhead showing the manufacturer price at the time this contract is executed and the change in price as charged by the manufacturer.

Item No.	Description	Est. Quantity	Unit	Unit Price	Total
	Carpet Tile				
1	Shaw Group 1	100	Square Yard	\$	\$
2	Shaw Group 2	100	Square Yard	\$	\$
3	Shaw Group 3	100	Square Yard	\$	\$
4	Shaw Group 4	100	Square Yard	\$	\$
5	Shaw Group 5	100	Square Yard	\$	\$
6	Lees Tile Group 1	100	Square Yard	\$	\$
7	Lees Tile Group 2	100	Square Yard	\$	\$
8	Lees Tile Group 3	100	Square Yard	\$	\$
	Broadloom Carpet				
9	Lees Broadloom Group 1	25	Square Yard	\$	\$
10	Lees Broadloom Group 2	25	Square Yard	\$	\$
11	Lees Broadloom Group 3	25	Square Yard	\$	\$
12	Lees Broadloom Group 4	25	Square Yard	\$	\$
13	Tred-Mor Backing	10	Square Yard	\$	\$
	LVT Resilient Flooring				
14	Shaw LG Deco Wood	200	Square Foot	\$	\$
15	Shaw LG Deco Stone	200	Square Foot	\$	\$

	Sheet Vinyl				
16	Shaw LG Nature Life	100	Square Foot	\$	\$
17	Shaw LG Bio Life	100	Square Foot	\$	\$
	Carpet Installation Services				
18	Carpet Tile	800	Square Yard	\$	\$
19	Broadloom, Direct Glue Down	25	Square Yard	\$	\$
20	Broadloom, Dbl Direct Glue Down	10	Square Yard	\$	\$
21	Stretch & Tack Strip	10	Square Yard	\$	\$
	Resilient Installation Services				
22	LVT Resilient	900	Square Foot	\$	\$
23	Sheet Vinyl	900	Square Foot	\$	\$
	Carpet Removal & Recycling/Reclamation				
24	Carpet Tile	800	Square Yard	\$	\$
25	Direct Glue Down	25	Square Yard	\$	\$
26	Stretch & Tack Strip	10	Square Yard	\$	\$
27	Dbl –Glue w/ Tred-Mor	10	Square Yard	\$	\$
	Cove Base				
28	Furnish & Install	100	Linear Foot	\$	\$
29	Remove & Dispose	100	Linear Foot	\$	\$
	Reducer/Transition				
30	Furnish & Install	10	Linear Foot	\$	\$
31	Remove & Dispose	10	Linear Foot	\$	\$
	Moving/Lifting Furniture				
32	Move Freestanding	200	Square Yard	\$	\$
33	Lift Systems	700	Square Yard	\$	\$
	Carpet Repairs/Other Products				

34	Carpet Mechanic, 8AM -5PM, M-F	20	Hour	\$	\$
35	Carpet Mechanic, Other hours	20	Hour	\$	\$
36	Mechanic Helper, 8AM – 5PM, M-F	20	Hour	\$	\$
37	Mechanic Helper, Other Hours	20	Hour	\$	\$
38	*Materials Percentage Markup	\$5,000.00	Percentage	%	\$
39	*Other Carpets not listed – Percent markup from Dealer Invoice	\$25,000.00	Percentage	%	\$
40	*Other Resilient, VCT, Sheet Vinyl, or Rubber flooring– Percentage markup from Supplier Invoice	\$5,000.00	Percentage	%	\$
41	Minimum Order Amount (if applicable)				\$
GRAND TOTAL					\$

*Invoices which include materials shall be accompanied by suppliers/dealers invoices to substantiate cost to the Contractor. For any materials the contractor shall make every attempt to obtain the lowest price for the materials.

III.3 Qualifications and References

1. Business Street Address: _____

2. Type of work performed by this company: _____

3. Number of years this company has been in business: _____

4. Number of employees: Full Time _____ Part Time _____

5. Business License: Type _____ Issued _____

6. Contractor's License: Type _____ Class _____
 Issued _____ Expires _____

7. Attach a list of equipment which will be used for this project.
 (Specify: Type, Age/Hours, Owned/Rented)

8. List degrees, certifications, and training, of key personnel within your company applicable to this Solicitation:

a) _____

b) _____

c) _____

9. List at least three (3) State, County, Federal Agencies and/or commercial references with whom the company has had contracts with in the past year, equal in size and scope as this Solicitation. Include contacts and telephone numbers.

a) _____

b) _____

c) _____

10. Has the company ever defaulted or failed to complete any contract: No / Yes, Explain below

III.4 Insurance

The successful Offeror will be required to provide evidence of the minimum coverages described within the enclosed "Insurance Checklist". No contract shall be finalized and no work shall commence until the County's insurance requirements are met.

Each Offeror shall comply with the Insurance Requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated on the "Insurance Checklist" at the end of this section of the Solicitation. Technical proposals must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.

1. The firm shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The firm assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.
2. The firm shall, during the continuance of all work under the contract provide and agree to maintain the following unless omitted from the attached "Insurance Checklist":
 - a. Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the firm from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. General Liability insurance in the amount prescribed by the County, to protect the Contractor, its subcontractors, and the interest of the County, 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 General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work.
 - c. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
3. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
4. 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:VI.
5. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Manager before a contract is executed and any work is started.
6. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the County on demand.

7. The Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
8. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County Purchasing Manager. 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 to the County Purchasing Manager.
9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
10. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.
11. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.
12. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
13. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
14. The Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
15. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Purchasing Manager, may be considered.
16. The County shall be named additional insured in the General Liability policies and stated so on the Certificate.

PRINCE WILLIAM COUNTY, VIRGINIA**Insurance Checklist**

Coverage types marked "X" must be provided if award is made to your firm.

COVERAGE		REQUIRED	LIMITS (FIGURE DENOTES MINIMUM)
Yes	No*		
—	—	X 1. Workers' Compensation and Employers' Liability;	1. Statutory Limits of the Commonwealth of VA:
—	—	X Admitted in Virginia	Yes
—	—	X Employers' Liability	\$1,000,000.00
—	—	X All States Endorsement	Statutory
—	—	X USL&H Endorsement	Statutory
—	—	X Voluntary Compensation	Statutory
—	—	X 2. General Liability	2. \$1,000,000.00 Combined
—	—	X Products	Single Limit Bodily
—	—	X Completed Operations	Injury and Property
—	—	X Contractual Liability	Damage Each Occurrence
—	—	X Personal Injury	
—	—	X Independent Contractors	
—	—	X XCU Prop. Damage Excl	
—	—	X 3. Automobile Liability	3. \$1,000,000.00 Combined
—	—	X Owned, Hired, & Non-Owned	Single Limit Bodily
—	—	X Motor Carrier Act End.	Injury and Property
			Damage Each Occurrence
—	—	4. Prof. Errors and Omissions	4 \$1,000,000.00 Limit Each Occurrence
—	—	5. Garage Liability	
—	—	6. Garagekeepers' Legal Liability	
—	—	7. Fire Legal Liability	
—	—	8. Other Insurance:	
—	—	X 9. County named as additional insured on General Liability Policies (This coverage is primary to all other coverages the County may possess)	
—	—	X 10. 30 day cancellation notice required.	
—	—	X 11. Best's Guide Rating - A:VI or Better, or Equivalent	
—	—	X 12. The Certificate must state Bid/RFP No. and Bid/RFP Title	
—	—	13. Umbrella Liability	

ATTACHMENT A

S-A-M-P-L-E

STANDARD CONTRACT FOR SUPPLIES AND/OR SERVICES

CONTRACT:

SUBJECT: Floor Covering: Furnish, Install and Repair

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:

This Contract is entered into this _____ day of _____, _____, 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.

Attachment A, Section I

Contract No. (I\$CONTRACT-NO)

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 Public Works, Buildings and Grounds Division.

"Contract Administrator" assigned to administer this Contract for the County is _____,

"Contractor" shall mean:

whose authorized representative is _____, _____, 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 _____.
2. County's Solicitation number IFB110029 entitled Floor Covering: Furnish, Install and Repair and dated March 25, 2011.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: (I\$AUTHORATIVE-DOC). This Contract shall take precedence over all the documents referenced above.

I.3 Contract Period

The Contract Period shall be for one (1) year(s) from Contract award date. The County shall have the option to renew the Contract for four (4) additional one (1) year periods, contingent upon availability of funds for the purpose and the needs of the County.

I.4 Provision of Supplies and/or Services

The Contractor hereby agrees to provide the Floor Covering: Furnish, Install and Repair supplies and/or services to the County as described and further outlined herein. This Contract shall take precedence over the documents set forth in provision, Incorporation of Documents, in the event of inconsistency.

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.

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 Task Order Procedure

As County projects become known, the County shall provide a task request to the Contractor. The Contractor shall submit a task proposal to the County for each project based on the Contractor's Schedule of Rates.

The County may request a meeting with the Contractor to discuss the proposed scope of work. Based upon the request and any subsequent meetings/negotiations, the Contractor shall prepare a written task proposal within five (5) calendar days from the County's task request.

The Contractor's task proposal should include, but not be limited to, the following:

7. Actual square yardage to be installed;
8. Diagram showing where floor covering seams will be located;
9. Estimated number of labor hours;
10. Estimated amount of floor covering and materials needed; and

11. Estimated “time line” to meet County Completion date. Time line will show material delivery date work is to begin and schedule of work to be accomplished.
12. Estimated area needed for temporary storage.

No compensation shall be paid to the Contractor for the preparation and delivery of task proposals.

The Contractor's proposal shall be attached and incorporated in the final executed task order and made a part thereof. No work shall begin until the Contractor receives a fully-executed Task Order and Purchase Order.

Hidden conditions and additional services required outside the original task order shall be addressed and a cost agreed upon between the County and the Contractor. A Change Order to the Task Order and Purchase Order shall be issued before these services are performed.

I.9 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.10 Performance Period

The Contractor shall commence performance and complete the required services as described in the Specifications/Scope of Work and/or as may be described in a County Purchase Order, Task Order, or Work Order, issued against the Contract.

Services shall be performed between 8:30 A.M. and 4:00 P.M., Monday through Friday, less established County holidays, unless otherwise approved by the County.

I.11 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.12 Price Adjustments

The Contractor agrees that the prices shall remain firm for the contract period. If the County exercises available contract renewal options upon the expiration of its term, should there be any price increase; the price may be increased only upon approval of a written request to the Purchasing Manager. Upon receipt of Contractor's request the County shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

The requested change in the price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price etc.)

The request must be received at least sixty (60) days prior to the effective date and shall become effective only upon approval by the County Purchasing Manager. The increase shall not apply to orders received by the Contractor prior to the effective date of the approved contract price.

If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers

generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

I.13 Insurance

The Contractor shall maintain insurance in an amount and form as set forth in IFB110029.

I.14 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
- Proof of purchase of materials at contractor's cost (e.g. Copy of receipt, invoice)
- Receipts and/or Delivery Tickets, if applicable

The County shall make payment to the Contractor, net 30 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.15 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 3 calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

I.16 Warranties

The Contractor warrants that:

8. The non-carpet supplies provided to the County are fit and sufficient for the purpose intended and warranted for a period of one (1) year.
9. The supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and warranted for a period of one (1) year.
10. The supplies provided to the County conform to the County's specified requirements and are warranted for a period of one (1) year.
11. Any latent defects in materials found within two (2) years after final payment, shall be replaced at no cost to the County.
12. 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.
13. Edge raveling and delaminating will be warranted for a minimum of ten (10) years.
14. All services provided under this agreement shall be warranted for a minimum period of two (2) years.

Manufacturer's standard product warranties shall also apply.

I.17 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.18 Law Compliance

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

I.19 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.20 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 statute, 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.

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 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 five (5) 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 five (5) 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 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 the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, 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 and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all injuries, damages and losses however or by whomever sustained, including cost of investigation, all reasonable attorneys 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.

BOARD OF COUNTY SUPERVISORS OF (I\$CONTRACTOR)
PRINCE WILLIAM COUNTY, VIRGINIA (I\$CONTRACTOR-1)

County Representative

Contractor Representative

Title

Title

ATTEST:

Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

_____ Date: _____