

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

CONTRACT AWARD COVERPAGE

TO: Commercial Carpets of America, Inc.	DATE ISSUED:	June 9, 2021 (PWC Award Date)
885-A South Pickett Street	CONTRACT NO:	23-DES-R-287
Alexandria, VA 22304	CONTRACT TITLE:	Supply & Installation: Carpet and Floor Covering

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-DES-R-287 including any attachments or amendments thereto.

EFFECTIVE DATE: 7/17/2023

EXPIRES: June 9, 2024

RENEWALS: Two (2) One-year Renewals Remaining.

COMMODITY CODE(S): 912630

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 23-DES-R-287

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Ronnie Edwards, Project Manager

VENDOR TEL. NO.: (703) 212-6373

EMAIL ADDRESS: redwards@ccafloors.com

COUNTY CONTACT: Hanh Duong, DES-FD&C

COUNTY TEL. NO.: (703) 228-4425

COUNTY CONTACT EMAIL: hduong1@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

TOMEKA D. PRICE Title PROCUREMENT OFFICER Date 7/17/2023

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

RIDER AGREEMENT NO. 23-DPR-R-287

THIS AGREEMENT (hereinafter "Agreement") is made on 7/17/2023, between Commercial Carpets of America, Inc. ("Contractor"), a Virginia corporation with a place of business at 885-A South Pickett Street, Alexandria, Virginia 22304 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, and:

Exhibit A – Scope of Work

Exhibit B – Contract Pricing

Exhibit C – Prince William County, Virginia Acceptance Agreement Contract Number 5066089, including any attachments or modifications/amendments thereto.

Prince William County, Virginia Invitation for Bid 7227118 is incorporated by reference.

This Agreement is a rider to an original contract awarded by Prince William County, Virginia and extended by the Contractor to the County with the same terms and conditions as the original agreement executed as a result of a competitive solicitation issued by Prince William County, Virginia. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

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

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence on 7/17/2023 and shall be completed no later than June 9, 2023 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, the County may elect to renew this Agreement under the same contract terms for two (2) additional one-year periods from June 10, 2024, to June 9, 2026.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The

Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to deliver the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish and install carpeting and miscellaneous vinyl, rubber, or other floor covering in various Arlington County facilities on an as needed basis. Materials shall include, but not limited to, luxury vinyl tile (LVT), vinyl composition tile (VCT), vinyl sheet goods, rubber flooring, vinyl cove base, transition strips, carpet padding, adhesive, seaming tape, concrete patching, leveling or other miscellaneous materials. Furniture moving and lifting required during carpet and other floor covering installations.

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

5. PROJECT OFFICER

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

6. COUNTY PURCHASE ORDER REQUIREMENT

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

7. NON-APPROPRIATION

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

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Ronnie Edwards, Project Manager
Commercial Carpets of America, Inc.
885 A South Pickett Street
Alexandria, VA 22304
Phone: (703) 212-6373
Redwards@ccafloors.com

TO THE COUNTY:

Hanh Duong, Project Officer
DES – Space Planner, Facilities Design & Construction
1400 N. Uhle Street, Suite 403
Arlington, Virginia 22201
Phone: (703) 228-4425
Email: hduong1@arlingtonva.us

AND

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

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

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

10. ARLINGTON COUNTY BUSINESS LICENSES

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

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

COMMERCIAL CARPET OF AMERICA, INC.

AUTHORIZED SIGNATURE: DocuSigned by:
Tomeka D. Price

5950D4E0ACC0472...

NAME: Tomeka D. Price

TITLE: Procurement Officer

DATE: 7/17/2023

AUTHORIZED SIGNATURE: DocuSigned by:
Brian Moran

50ACB994C45D4DE...

NAME: Brian Moran

TITLE: Vice President

DATE: 7/14/2023

**EXHIBIT A
SCOPE OF WORK**

The Contractor shall:

1. Task Order – the County will issue a Task Order specifying what is required, but not limited to the following. Those additional items will be added to the Task Order:
 - a. The style and type of floor covering desired;
 - b. Whether padding is required or not;
 - c. Date project is to be completed by; and
 - d. Estimated square yardage (Quantity) to be installed.
2. Within seven (7) working days, the Contractor will provide a proposal including, but not limited to, the following:
 - a. Actual square yardage to be installed.
 - b. Diagram showing where floor covering seams will be located.
 - c. Estimated number of labor hours.
 - d. Estimated amount floor covering, and materials needed; and
 - e. Estimated “timeline” to meet County completion date.
 - f. Estimated area needed for temporary storage.
 - g. Timeline will show material delivery date, date work is to begin and schedule of work to be accomplished.
 - h. Minimum Service Fee – If the Contractor will charge a Minimum Service Fee on services or repairs, the County may accept this fee on quotes/proposals under \$500.00. If the Contractor will charge this fee, it needs to show in their proposal under \$500.00 to be included in the Purchase Order.

Contractors’ responsibility for workmanship and installations:

1. Work shall be performed by reputable, competent professionals who are trained and certified. The Contractor must provide a copy of staff member Mill Certifications, Floorcovering factory certifications for installation, surface preparation, repairs, and training.
2. Verification of actual measurements.
3. Coordinating installation times with the Project Officer or designee from the County. Most floor covering installations will occur during periods of low traffic, primarily at night or on weekends.
4. 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. 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. Move and replace all items necessary for performing services as required. Items may include, but are not limited to, systems furniture, desks, chairs, filing cabinets, telecommunications, and data processing equipment, bookcases, credenzas, photocopiers, office equipment, boxed material, and the contents thereof. Personal items will be boxed prior to the flooring installation.
7. Inspect sub floor to determine suitability for floor covering. Any unusual conformity in the floor is to be reviewed with the agency. Obstructions such as door stops, protruding or flat electrical, and terminal connectors are to be removed and replaced after carpet installation.
8. Installation:
 - a. 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.

- b. Contractor shall provide Manufacturer's Certificate of Compliance to Specifications identifying the carpet by registry numbers.
 - c. 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 recycling/reclamation certification must be provided to the County within (30) days of project completion.
 - d. 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.
 - e. 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.
 - f. Carpet Tile installation in areas containing systems furniture will be done using an approved vertical lift system. Disassembly and removal of systems furniture for the purpose of installing carpet tile is **not** an option. Use of **unapproved** tools or equipment is **forbidden**. Vertical lift tools must have specific fittings for each type of furniture.
 - g. Transition strips shall be of a vinyl type that is color coordinated with the vinyl base.
 - h. 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 County Contract Administrator or designer upon request.
 - i. Estimated waste amounts exceeding five percent (5%) must be approved in advance by the County Project Officer or designee.
 - j. Contractor is responsible for removal and recycling existing carpet, padding, tack strips, transition strips, and existing vinyl base as well as any debris generated because of the floor covering installation.
 - k. Use of County dumpsters for disposal is prohibited.
 - l. 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. The Contractor shall, if requested by the County to do so, connect, sequence, and coordinate work under this Contract with that of others.
 - m. The County's Right to Stop Projects during Installation. 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.
 - n. 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.
9. The County will be responsible for:
- a. Inspect carpet installation for contract compliance.
 - b. Review Carpet flooring scraps challenge any apparent excess and retain any as desired for "attic stock".
 - c. Provide a "punch list" to the Contractor for any corrections needed.
 - d. Check for damage to finished surfaces caused by the Installers.
 - e. Obtain a written two (2) year guarantee on installation work and certificate of compliance to specifications.
 - f. Prepare the area by removing personal effects, etc. from desks and removing, and boxing items.

- g. Disconnect and move all major electronic, and computer equipment.
 - h. Notify vending machine owner of pending floor covering installation.
 - i. Asbestos remediation. (Reference where it occurs in solicitation)
10. Inspection of Carpet and Floor covering 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 agency/owner requesting a final inspection. The Contractor must complete any agency "Punch List" within fifteen (15) calendar days after receipt of list.
11. Warranties. (Please see Warranty Clauses under the Prince William County's solicitation).

Normal Working Hours: Monday through Friday, from 7:00 a.m. to 3:30 p.m.

Off Hours: Includes the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve, and all other times NOT during regular working hours.

Percentage (%) Discount for Carpet, Resilient Tile products and Materials not specifically listed on price schedule:

- 1. The percentage discount offered from the current manufacturer's suggested retail price (MSRP).
- 2. If a manufacturer's price is not available for an item, the percentage discount offered will be considered a discount from the published shelf or catalog pricing available to the public at the time of purchase. The shelf or catalog pricing must be provided, or the Contractor shall give access to the County to know what pricing the discount will be applied to.
- 3. Contractor must provide an electronic copy of catalog if available for parts, material, and equipment.
- 4. Items on sale, at the time of purchase, will be provided at the sale price or the discounted price, whichever is lower.

Application 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:

- 1. American Society for Testing and Materials 100 Barr Harbor Drive P.O. Box C700 West Conshohocken, PA 19428-2959, Telephone: (610) 832-9585.
- 2. National Fire Protection Association 1. Batterymarch Park (Headquarters) Quincy, MA 02269 Phone: 617-770-3000 Fax: 617-770-077, www.nfpa.org.
- 3. The Carpet and Rug Institute, P.O. Box 2048 Dalton, Georgia 30722-2048 United States of America Phone # 706-278-3176, Fax # 706-278-8835, www.carpet-rug.org.

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.

Manufacturer: Included Product Lines.

- 1. Broadloom Group 1:
 - a. J&J: Vertex, Impulse III, Mix III, Merge III, Fuse III.
 - b. Patcraft: PDQ 1 – Seal the Deal, PDQ 1 -Techniques Approach.
 - c. Mohawk: Pure Genius II, Color Study 30oz.
- 2. Broadloom Group 2:
 - a. J&J: Structure.
 - b. Patcraft: PDQ 2 – Decide, Commit, PDQ – Gradient Form – Intercept, Interval, Camber.
 - c. Mohawk: Learn & Live QS, Color Study 36oz.

- d. Shaw: Design Series 36, Below, Ground.
- 3. Broadloom Group 3:
 - a. J&J: Boucle.
 - b. Mohawk: Faculty Remix.
 - c. Shaw: Conte', Erase, Summit.
- 4. Broadloom Group 4:
 - a. Patcraft: Cosmopolitan Collection, Life & Style – Leaflet, Aficionado, Vivant.
 - b. Milliken: Formworks.
- 5. Tile Group 1:
 - a. Shaw: In Sync Collection, Simply by Nature Collection, District Collection.
 - b. J&J: Intrinsic, Fast Track, Vertex.
 - c. Mannington: Blueprint Collection.
 - d. Patcraft: Biosymmetry, Rational, Germescape.
 - e. Mohawk: Sketch Effect QS, Artisanal QS.
- 6. Tile Group 2:
 - a. Shaw: Diffuse, Disperse, Captivate, Intrigue, Tempt, Tangle, Sea Edge, Sky.
 - b. Mannington: Urban Grid/Urban Patina Collection, Quadrant Collection & Automata Collection, Exchange 2 Collection.
 - c. Interface: Meet, Gather, Work, Open Air 401/102/403, The Standard.
 - d. J&J: Evolve Emerge, Impulse II, Mineral, Elemental.
 - e. Patcraft: Visual Energy Collection – Vivid & Vim, Infinite Wisdom Collection, Mid Century Mad Collection – Orbital, Futura, Urban Relief.
 - f. Mohawk: Live & Learn QS.
 - g. Tandus/Tarkett: Sandblast, Stamp, Aggregate, Resonate, Substance, Vellum, Bindery, Capture.
- 7. Tile Group 3:
 - a. Shaw: Canopy Collection, Journey Collection, Creating Space Collection, Campus Collection.
 - b. J&J: Impromptu, Fiction/Non-Fiction, Narrative, Skyline, Meridian, Elevated, Kinetex – Accelerate, Pop, Propel II.
 - c. Patcraft: Mid Century Pop & Mid-Century Block, Gradient Form – Rise, Slope & Run, Tangible Hue Collection, Infrastructure.
 - d. Mohawk: Pure Genius II, QS, First One Up II QS, Learn & Live Plank QS.
 - e. Interface: Cloud Cover, AE310, AE311, AE315 & AE317, Ice Breaker, Detours, Harmonize Groundwaves.
 - f. Tandus/Tarkett: Off Set, Balance, Parallel Ray, Aftermath II, Persona, Persona Accents.
- 8. Tile Group 4:
 - a. J&J: One Good Turn, Sketch, Schematic, Adapt, Adjust, Advance, Boucle, Tweed, Kinetex – Velocity, Umbra II, Umbra Stripe II.
 - b. Tandus/Tarkett: Hydra, Light Shift, Longitude, Color Map, Texture Map, Gabardine, Geoknit Ethos.
 - c. Mohawk: Faculty Remix, Iconic Earth.
 - d. Interface: Night Flight.
 - e. Patcraft: Work Study Play, Colour Interference
- 9. Tile Group 5:
 - a. J&J: Kinetex – Analog, Provision, Trip-Plex, Put a Cork in it, Downtown, Network.
 - b. Interface: Online.
 - c. Patcraft: Material Paradox Collection, Deconstructed Metal Collection, Digital Weave.
 - d. Mohawk: Expedition Collection QS.
 - e. Shaw: Assembly Collection, Living Systems Collection, Shifting Fields Collection.

- f. Milliken: Centro, Remix 2.1 Trimline, Remix Remastered Trimline, Scattergraph, Color Field Patina, Elevation.
 - g. Tandus/Tarkett: Metri II Ethos.
10. Tile Group 6: Includes some walk Off Carpet (*WO)
- a. Patcraft: Foot in the Door (*WO), Beyond the Door (*WO), Walk Forward (*WO).
 - b. J&J: Alter Ego (*WO), Incognito (*WO).
 - c. Shaw: Haven Collection, Suited Collection, Welcome II (*WO), Bonjour II (*WO), Entrée (*WO), Path & Portal (*WO).
 - d. Milliken: Straight Talk, Journal, Nordic Stories, Whale Song.
11. Tile Group 7: Includes some walk Off Carpet (*WO)
- a. Shaw: Community Collection, Gather Collection, Emergence Collection.
 - b. Mohawk: Tuft Stuff II (*WO).
 - c. Milliken: Southern Analog, Sound & Fury, Remix Remastered, Paste Up Loop.

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

Resilient Products (Manufacturer's standard size):

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

Manufacturer: Included Product Lines:

- 1. VCT:
 - a. Armstrong: Standard Escelon VCT.
- 2. Bio-Based Tile:
 - a. Armstrong: Migrations BBT w/Diamond 10, Striations BBT W/ Diamond 10.
- 3. LVT Group 1:
 - a. J&J: Make Your Mark 3mm, Classics 3mm.
 - b. Patcraft: Timber Grove II, Typography.
 - c. Interface: Steady Stride.
 - d. Tandus/Tarkett: Resolve 20 mil.
 - e. Armstrong: Parallel USA 20 mil.
- 4. LVT Group 2:
 - a. Patcraft: Stratified + - Exoguard +, Creative Code, Natural Slate 20 mil, Anex 2.5 mm, Set in Concrete.
 - b. Tandus/Tarkett: ID Latitude 20 mi w/Techtonic.
 - c. Mohawk: Living Local.
 - d. Mannington: Spacia First 20, Nature's Path Planks.
 - e. Shaw: Terrain II 20 mil, Crete, Jeogori,
- 5. LVT Group 3:
 - a. J&J Make Your Mark, 5mm
 - b. Patcraft: Anew 5mm-Exoguard+, Mark Making-Exoguard+, Natural Slate 20 mil Click.
 - c. Interface: Level Set 22 Mil Collection, Studio Set 22 Mil
 - d. Shaw: Terrain II 30 Mil, Unveil 30 Mil
 - e. Mohawk: Matuto Plus Stone.
- 6. LVT Group 4:
 - a. Mohawk: Hot & Heavy Secoya, Boulder, Lineate.
 - b. Shaw: Soundscape, Solitude, Composed, Inlet, Cove, Concrete.

- c. Armstrong: Natural Creations LVT w/Diamond 10.
- 7. Sheet Vinyl Group 1:
 - a. Shaw: Naturelife Wood II, Vitality, Constant, Inhabit, Roji, Reed, Tatami, Bass Tones.
- 8. Sheet Vinyl Group 2:
 - a. Mannington: Bio Spec MD.
- 9. Sheet Vinyl Group 3:
 - a. Mannington: Realities, Paradigm & Entwined – 6 ft or 12 ft goods.
 - b. Armstrong: Medintech, Medintone.
- 10. Sports Flooring:
 - a. Shaw: Rexcourt 6.5 mm.
- 11. Rubber Flooring (Tiles or Rolls):
 - a. Nora: Noraplan Eco 2mm (Art. 1490 rolls or Art. 2490 tile).
 - b. Nora: NP Signa 2 mm (Art. 1462 rolls or Art. 2462 Tile).
 - c. Nora: NP Signa 3 mm (Art. 1463 rolls or Art. 2463 Tile).
 - d. Nora: Noraplan Sentica 2 mm (Art. 1700 rolls or Art. 2700 Tile).
 - e. Nora: Noraplan Sentica 3 mm (Art. 1701 rolls or Art. 2701 Tile).
 - f. Nora: Norament 825 Round 3.2 mm or Hammered 2.7 mm (Art. 1902 or Art. 1910).
 - g. Nora: Norament 926 Arago 3.5 mm (Art. 3118).
 - h. Nora: Norament 926 Grano 3.5 mm (ART. 1880).
 - i. Nora: Norament 926 Satura 3.5 mm (ART. 1880).
 - j. Mannington: Colorscape Tiles – 18" X 18".
 - k. Mannington: Colorspec Tiles 18" x 18".
 - l. Mannington: Teles Tiles 5.8"X 35".
 - m. Mohawk: True Medi-Flex Tile, True Hammered Tile, True Slate Tile, 3 mm.
 - n. Mohawk: True Medi-Flex Tile, 2 mm.
 - o. Mohawk: True Medi-Flex Sheet, 2 mm.
 - p. Mohawk: True Medi-Flex Sheet, 3 mm Rubber.
- 12. Rubber Tread/Risers:
 - a. Nora: Norament 926 Round Profile – 4', 5' or 6' wide tread/riser (Art. 465,466,467).
 - b. Nora: Norament 926 Hammered Profile – 4', 5' or 6' wide tread/riser (Art. 468, 469, 479).
 - c. Nora: Norament 926 Grano Hammered Profile – 4', 5' or 6' wide tread/riser (Art. 468, 469, 479).
 - d. Nora: Norament Satura Hammered Profile – 4', 5' or 6' wide tread/riser (Art. 468, 469, 479).
 - e. Nora: Nora Visually Impaired Strips, Textured.
 - f. Nora: Nora Visually Impaired Strips, Smooth.
 - g. Mannington: Colorscape Tread Only.
 - h. Mannington: Colorscape Riser Only.
 - i. Mannington: Colorspec Tread Only.
 - j. Mannington: Colorspec Tread Only.



CONTRACT MODIFICATION

COUNTY CONTRACT NAME: Supply & Installation: Carpet and Floor Covering

COUNTY CONTRACT NO.: 5066089 MODIFICATION DATE: 05/11/2023 MODIFICATION NO.: 3

The Contract is modified as follows, in accordance with Section 1.4:

- 1. is extended for a period of one (1) year beginning June 10, 2023 and ending on June, 9 2024. This is renewal 2 of 4 optional renewal periods.
- 2. Increase pricing by 6.5% per attached pricing schedule:

Except as noted herein, all other provisions and pricing remain unchanged.

Prince William County

for Department: Buildings & Grounds, a division of Facilities & Fleet Management

Adam Manne (May 11, 2023 18:52 EDT)

Assistant Director of Finance for Procurement Services, or authorized

Contractor

Contractor's Business Name and Address:

Commercial Carpets of America
dba CCA
558-A South Pickett St.
Alexandria, VA 22304
Mr. Ralph Groves, VP
rgrove@cacfloors.com

Ralph P. Grove (May 11, 2023 17:54 EDT)

Contractor's Authorized Signature and Date

Ralph P. Grove

Contractor's Name (print)

Executive Vice President

Contractor's Title (print)

Contract 5066089 - Pricing Schedule (per Modification 3)

	Item Description	UOM	PRICING	
			Current 2022-2023	NEW 2023-2024
1	Broadloom Group 1, Price Per Square Yard (Est. Qty. in Sq. Yd.)	Each	\$ 15.51	\$ 16.52
2	Broadloom Group 2, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 17.81	\$ 18.97
3	Broadloom Group 3, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 23.15	\$ 24.65
4	Broadloom Group 4, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 28.13	\$ 29.96
5	Tred-Mor Backing (#2580-2, 1/4") Broadloom Optional Pad, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 8.25	\$ 8.79
6	Carpet Tile Group 1, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 18.85	\$ 20.08
7	Carpet Tile Group 2, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 23.33	\$ 24.85
8	Carpet Tile Group 3, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 26.83	\$ 28.57
9	Carpet Tile Group 4, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 29.92	\$ 31.86
10	Carpet Tile Group 5, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 33.31	\$ 35.48
11	Carpet Tile Group 6, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 36.95	\$ 39.35
12	Carpet Tile Group 7 (Includes some walk off Carpet), Price Per Sq. Yd. (Est. Qty. in Sq. Yd.)	Each	\$ 45.29	\$ 48.23
13	Resilient Tile VCT Armstrong: Standard Excelon ,Price Per Square Foot (Est. Qty. in Sq. Ft.)	Each	\$ 1.71	\$ 1.82
14	Bio-Based Tile, Armstrong Migrations & Striations BBT w/Diamonds 10, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 4.04	\$ 4.30
15	LVT Tile Group 1, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 3.38	\$ 3.60
16	LVT Tile Group 2, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 3.82	\$ 4.07
17	LVT Tile Group 3, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 4.30	\$ 4.58
18	LVT Tile Group 4, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 5.19	\$ 5.53
19	Sheet Vinyl Group 1, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 4.25	\$ 4.53
20	Sheet Vinyl Group 2, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 5.12	\$ 5.45
21	Sheet Vinyl Group 3, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 7.16	\$ 7.63
22	Sports Flooring Shaw Rexcourt 6.5 mm, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 6.74	\$ 7.18
23	Rubber Flooring Nora, Tile/rolls Noraplan Eco 2mm Art. 1490 or Art. 2490, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 6.06	\$ 6.45
24	Rubber Flooring Nora, Tile/rolls Nora NP Signa 2mm Art. 1462 or Art. 2462, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 6.67	\$ 7.10
25	Rubber Flooring Nora, Tile/rolls Nora NP Signa 3mm Art. 1463 or Art. 2463, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 8.82	\$ 9.39
26	Rubber Flooring Nora, Tile/rolls Noraplan Sentica 2mm Art. 1700 or Art. 2700, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 6.69	\$ 7.12
27	Rubber Flooring Nora, Tile/rolls Noraplan Sentica 3mm Art. 1701 or Art. 2701, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 8.99	\$ 9.57
28	Rubber Flooring Nora, Tile/rolls Norament 825 3.2 mm or Hammered 2.7 mm Art. 1902 or Art. 1910, Price Per Sq. Ft.	Each	\$ 8.68	\$ 9.24
29	Rubber Flooring Nora, Tile/rolls Norament 926 Arago 3.5 mm Art. 3118, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 12.24	\$ 13.04
30	Rubber Flooring Nora, Tile/rolls Norament 926 Grago 3.5 mm Art. 1880, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 10.85	\$ 11.56
31	Rubber Flooring Nora, Tile/rolls Norament 926 Saturra 3.5 mm Art. 1880, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 11.30	\$ 12.03
32	Rubber Flooring Mannington Colorscape Tiles 18" x 18", Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 9.06	\$ 9.65
33	Rubber Flooring Mannington Colorspec Tiles 18" x 18", Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 9.71	\$ 10.34
34	Rubber Flooring Mannington Teles Tiles 5.8" x 35", Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 9.94	\$ 10.58
35	Rubber Flooring Mohawk True Medi-Flex Tile True Hammered Tile True Slate Tile 3 mm., Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 7.64	\$ 8.14
36	Rubber Flooring Mohawk True Medi-Flex Tile, 2 mm., Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 9.27	\$ 9.88
37	Rubber Flooring Mohawk True Medi-Flex Sheet, 2 mm., Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 9.78	\$ 10.41

38	Rubber Flooring Mohawk True Medi-Flex Sheet, 3 mm Rubber., Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 12.17	\$ 12.96
39	Rubber Tread/Risers Nora Norament 926 Round Profile - 4', 5' or 6' wide tread/riser Art. 465,466,467, Price per Lin. Ft.	Each	\$ 21.31	\$ 22.70
40	Rubber Tread/Risers Nora Norament 926 Hammered Profile - 4', 5' or 6' wide tread/riser Art. 468,469,479, Price per Lin. Ft.	Each	\$ 21.31	\$ 22.70
41	Rubber Tread/Risers Nora Norament 926 Grano Hammered Profile - 4', 5' or 6' wide tread/riser Art. 468,469,479, Price per Lin. Ft.	Each	\$ 23.94	\$ 25.50
42	Rubber Tread/Risers Nora Norament Satura Hammered Profile - 4', 5' or 6' wide tread/riser Art. 468,469,479, Price per Lin. Ft.	Each	\$ 23.94	\$ 25.50
43	Rubber Tread/Risers Nora Visually Impaired Strips, Textured., Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 4.58	\$ 4.88
44	Rubber Tread/Risers Nora Visually Impaired Strips, Smooth., Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 5.72	\$ 6.09
45	Rubber Mannington Colorscape Tread Only, Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 16.16	\$ 17.21
46	Rubber Mannington Colorscape Riser Only, Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 8.70	\$ 9.26
47	Rubber Mannington Colorspec Tread Only, Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 17.62	\$ 18.77
48	Rubber Mannington Colorspec Riser Only, Price per Lin. Ft. (Est. Qty. in Lin. Ft.)	Each	\$ 11.39	\$ 12.13
49	Installation Services Carpet Tile, Price per Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 3.55	\$ 3.78
50	Installation Services Carpet, Broadloom, Direct Glue Down, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 4.10	\$ 4.37
51	Installation Services Carpet, Broadloom, Double Direct Glue Down, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 7.15	\$ 7.61
52	Installation Services Carpet, Strech & Tack Strip, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 4.05	\$ 4.31
53	Resilient Installation, Remove & Recycle/Reclaim Vinyl (tile or sheet), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 0.65	\$ 0.69
54	Skim coat substrate with cementitious underlayment, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 0.65	\$ 0.69
55	Resilient Tile, Installation Services, VCT , Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 0.65	\$ 0.69
56	Resilient Tile, Installation Services, LVT (Luxury Vinyl Tile), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.40	\$ 1.49
57	Resilient Tile, Installation Services, LVP (Luxury Vinyl Plank), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.40	\$ 1.49
58	Resilient Tile, Installation Services, Sheet Vinyl, Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.65	\$ 1.76
59	Installation Services, Vinyl Sports Flooring, Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 2.25	\$ 2.40
60	Installation Services, Rubber Flooring, Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.95	\$ 2.08
61	Installation Services, Seam Welding, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 4.47	\$ 4.76
62	Installation Services, Stair Tread/Risers, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 5.46	\$ 5.81
63	Carpet Removal & Recycling/Reclamation - Carpet Tile, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 2.05	\$ 2.18
64	Carpet Removal & Recycling/Reclamation - Direct Glue Down, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 2.05	\$ 2.18
65	Carpet Removal & Recycling/Reclamation - Stretch & Tack Strip, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 2.25	\$ 2.40
66	Carpet Removal & Recycling/Reclamation - Double Glue w/Tread-Mor, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 2.90	\$ 3.09
67	Cove Base Furnish and Install, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 1.50	\$ 1.60
68	Cove Base Remove & Recycle, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 0.10	\$ 0.11
69	Reducer/Trasition, Furnish & Install, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 1.30	\$ 1.38
70	Reducer/Trasition, Remove & Recycle, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 0.10	\$ 0.11
71	Moving/Lifting Furniture, Move Freestanding, Price per. Sq. Yrd.(Est. Qty. in Sq. Yd.)	Each	\$ 3.50	\$ 3.73
72	Moving/Lifting Furniture, Lift Systems, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 5.80	\$ 6.18
73	Carpet Repairs, Carpet Mechanic, Normal Working Hours, Labor Rate \$ per Hour (Estimated Hours)	Hour	\$ 47.60	\$ 50.69
74	Carpet Repairs, Carpet Mechanic, OFF Hours, Labor Rate per Hour (Estimated Hours)	Hour	\$ 71.40	\$ 76.04
75	Carpet Repairs, Carpet Helper, Normal Working Hours, Labor Rate \$ per Hour (Estimated Hours)	Hour	\$ 34.00	\$ 36.21
76	Carpet Repairs, Carpet Helper, OFF Hours, Labor Rate \$ per Hour (Estimated Hours)	Hour	\$ 51.00	\$ 54.32
77	Percentage % Discount for CARPET products not listed on Pricing List	Percent	25%	25%
78	Percentage % Discount for RESILIENT TILE products not listed on Pricing List	Percent	25%	25%
79	Percentage % Discount for MATERIAL not listed on Pricing List	Percent	25%	25%
80	Minimum service fee \$, for services or repairs on any single order (Estimated minimum Service Fees)	Each	\$ 200.00	\$ 200.00





CONTRACT MODIFICATION

COUNTY CONTRACT NAME: Supply & Installation: Carpet and Floor Covering	MODIFICATION DATE: 11/17/2022
COUNTY CONTRACT NUMBER: 5066089	MODIFICATION NUMBER: 2

The Contract is modified as follows, in accordance with Section II.13 _____ :

- Added Contract Modification language (American Rescue Plant Act - ARPA), for using federal assistance provided to Prince William County by the US Department of Treasury under American Rescue Plant Act (ARPA), per attached ARPA Contract Modification.

Except as noted herein, all other provisions and pricing remain unchanged.

FOR - PRINCE WILLIAM COUNTY REQUESTING DEPARTMENT: Facilities and Fleet Management (FFM), Buildings & Grounds	CONTRACTOR'S BUSINESS NAME AND ADDRESS: Commercial Carpets Of America DBA CCA 558-A South Pickett St. Alexandria, VA 22304 Mr. Ralph Grove, VP rgrove@ccaafloors.com
PROCUREMENT SERVICES SIGNATURE AND DATE:  Adam Manne (Dec 6, 2022 12:17 EST) Head of Procurement Services, or Authorized	CONTRACTOR'S AUTHORIZED SIGNATURE AND DATE:  Ralph P. Grove (Dec 6, 2022 11:56 EST) CONTRACTOR'S NAME AND TITLE: (print) Ralph P. Grove, Executive Vice President



Prince William County – American Rescue Plan Act (ARPA) Contract Modification

Notice: The contract or purchase order to which this modification is attached is made using federal assistance provided to the Prince William County by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of Prince William County, according to the County's Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the County must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The County place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The County must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County entity must report all suspected or reported violations to the Federal awarding agency.

**3. Minority and Women Business Enterprises (if applicable to this Contract)**

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. The Commonwealth of Virginia maintains an online directory of W/MBE businesses, which can be accessed at: <https://directory.sbsd.virginia.gov/#/directory>

4. Compliance with Title VI of the Civil Rights Act of 1964. Contractor and any subcontractor, or the successor, transferee, or assignee of contractor or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract.



5. Suspension and Debarment. (applies to all purchases.) (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Prince William County. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(C) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

7. Access to Records. (applies to all purchases.) (A) The Contractor agrees to provide the Prince William County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by



the Treasury Department or the Comptroller General of the United States.

8. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

9. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Prince William County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**11. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

12. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**13. Procurement of Recovered Materials: (applies only if the work involves the use of materials)**

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.



- This form is required only for purchases of more than \$100,000 -
31 CFR Part 21 – New Restrictions on Lobbying -
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature required

Ralph P. Grove

Ralph P. Grove (Dec 6, 2022 11:56 EST)

Signature of Contractor's authorized official

Date: 12/6/2022

Ralph P. Grove

(Print name of person signing above)

Executive Vice President

(Print title of person signing above)

DATE OF AWARD: 6/09/2021**ACCEPTANCE AGREEMENT**

Prince William County, Virginia (County), hereby accepts the Solicitation response submitted by the Contractor in response to the County's Solicitation. This Acceptance Agreement constitutes a Contract between the Contractor and the Board of County Supervisors of Prince William County, Virginia, or the Approving Authority identified below.

CONTRACTOR:

Commercial Carpets of America
885-A South Pickett Street
Alexandria, VA 22304

Telephone: **703-212-6393** Mobile: **703.898.1187** Email: rgrove@ccafloors.comRepresentative and Title: **Ralph Grove, Vice President**CONTRACT TITLE: **Supply & Installation: Carpet and Floor Covering**CONTRACT NUMBER: **5066089**CONTRACT PERIOD: **One year from Date of Award**RENEWAL OPTIONS: **4**CONTRACT TYPE: **Fixed prices and percentage discount per attached Pricing List.**COUNTY CONTRACT ADMINISTRATOR: **Robert Fioramonti, Facilities & Fleet Mgmt./ B&G**

THIS CONTRACT CONSISTS OF THE FOLLOWING DOCUMENTS AND ARE IN THE ORDER OF PRECEDENCE IN THE EVENT OF AN INCONSISTENCY:

1. Prince William County Procurement Regulations
2. This Acceptance Agreement
3. The County's Solicitation No. 7227118 Supply & Installation: Carpet and Floor Covering issued May 6, 2021.
4. The Contractor's Solicitation Response dated May 25, 2021.

The County shall issue a Purchase Order 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 act as the Contractor's Notice to Proceed. Contractor shall not deliver goods and services prior to receiving an approved Purchase Order.

APPROVAL	SIGNATURE	PRINT NAME AND TITLE	DATE
Commercial Carpets of America	 Ralph P Grove (Jun 9, 2021 10:13 EDT)	Ralph Grove, Vice President	6/9/2021
Department of Facilities & Fleet Management	 Matthew F. Villareale (Jun 9, 2021 14:18 EDT)	Matthew F. Villareale, Director of Facilities & Fleet Management	06/09/2021
Head of Procurement Services	 Adam Manne (Jun 9, 2021 14:20 EDT)	Adam Manne, Assist. Director of Finance for Procurement Services	06/09/2021

Contract # 5066089 for Supply & Installation: Carpet and Floor Covering
Contractor: Commercial Carpets of America

Item	Item Description	UOM	Unit Price
1	Broadloom Group 1,Price Per Square Yard (Est. Qty. in Sq. Yd.)	Each	\$ 14.70
2	Broadloom Group 2, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 17.46
3	Broadloom Group 3, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 23.29
4	Broadloom Group 4, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 28.15
5	Tred-Mor Backing (#2580-2, 1/4") Broadloom Optional Pad, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 8.25
6	Carpet Tile Group 1, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 17.87
7	Carpet Tile Group 2, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 22.11
8	Carpet Tile Group 3, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 25.43
9	Carpet Tile Group 4, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 28.36
10	Carpet Tile Group 5, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 31.57
11	Carpet Tile Group 6, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 39.54
12	Carpet Tile Group 7 (Includes some walk off Carpet), Price Per Sq. Yd. (Est. Qty. in Sq. Yd.)	Each	\$ 47.35
13	Resilient Tile VCT Armstrong: Standard Excelon ,Price Per Square Foot (Est. Qty. in Sq. Ft.)	Each	\$ 1.20
14	Bio-Based Tile, Armstrong Migrations & Striations BBT w/Diamonds 10, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 3.61
15	LVT Tile Group 1, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 2.70
16	LVT Tile Group 2, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 3.25
17	LVT Tile Group 3, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 3.96
18	LVT Tile Group 4, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 4.32
19	Sheet Vinyl Group 1, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 3.87
20	Sheet Vinyl Group 2, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 4.40
21	Sheet Vinyl Group 3, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 4.80
22	Sports Flooring Shaw Rexcourt 6.5 mm, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 4.98
23	Rubber Flooring Nora, Tile/rolls Noraplan Eco 2mm Art. 1490 or Art. 2490, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 5.74
24	Rubber Flooring Nora, Tile/rolls Nora NP Signa 2mm Art. 1462 or Art. 2462, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 6.32
25	Rubber Flooring Nora, Tile/rolls Nora NP Signa 3mm Art. 1463 or Art. 2463, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 8.36
26	Rubber Flooring Nora, Tile/rolls Noraplan Sentica 2mm Art. 1700 or Art. 2700, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 6.34
27	Rubber Flooring Nora, Tile/rolls Noraplan Sentica 3mm Art. 1701 or Art. 2701, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 8.52
28	Rubber Flooring Nora, Tile/rolls Norament 825 3.2 mm or Hammered 2.7 mm Art. 1902 or Art. 1910, Price Per Sq. Ft.	Each	\$ 8.23
29	Rubber Flooring Nora, Tile/rolls Norament 926 Arago 3.5 mm Art. 3118, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 11.60
30	Rubber Flooring Nora, Tile/rolls Norament 926 Grago 3.5 mm Art. 1880, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 10.28
31	Rubber Flooring Nora, Tile/rolls Norament 926 Satura 3.5 mm Art. 1880, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 10.71
32	Rubber Flooring Mannington Colorscape Tiles 18" x 18", Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 7.37
33	Rubber Flooring Mannington Colorspec Tiles 18" x 18", Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 8.14
34	Rubber Flooring Mannington Teles Tiles 5.8" x 35", Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 8.78
35	Rubber Flooring Mohawk True Medi-Flex Tile True Hammered Tile True Slate Tile 3 mm., Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 6.51
36	Rubber Flooring Mohawk True Medi-Flex Tile, 2 mm., Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 7.82
37	Rubber Flooring Mohawk True Medi-Flex Sheet, 2 mm., Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 8.73
38	Rubber Flooring Mohawk True Medi-Flex Sheet, 3 mm Rubber., Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 10.03
39	Rubber Tread/Risers Nora Norament 926 Round Profile - 4', 5' or 6' wide tread/riser Art. 465,466,467, Price per Lin. Ft.	Each	\$ 20.20
40	Rubber Tread/Risers Nora Norament 926 Hammered Profile - 4', 5' or 6' wide tread/riser Art. 468,469,479, Price per Lin. Ft.	Each	\$ 20.20
41	Rubber Tread/Risers Nora Norament 926 Grano Hammered Profile - 4', 5' or 6' wide tread/riser Art. 468,469,479, Price per Lin. Ft.	Each	\$ 22.69
42	Rubber Tread/Risers Nora Norament Satura Hammered Profile - 4', 5' or 6' wide tread/riser Art. 468,469,479, Price per Lin. Ft.	Each	\$ 22.69
43	Rubber Tread/Risers Nora Visually Impaired Strips, Textured., Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 4.34
44	Rubber Tread/Risers Nora Visually Impaired Strips, Smooth., Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 5.42
45	Rubber Mannington Colorscape Tread Only, Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 14.15
46	Rubber Mannington Colorscape Riser Only, Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 6.59
47	Rubber Mannington Colorspec Tread Only, Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 15.84
48	Rubber Mannington Colorspec Riser Only, Price per Lin. Ft. (Est. Qty. in Lin. Ft.)	Each	\$ 8.68
49	Installation Services Carpet Tile, Price per Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 3.55
50	Installation Services Carpet, Broadloom, Direct Glue Down, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 4.10
51	Installation Services Carpet, Broadloom, Double Direct Glue Down, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 7.15
52	Installation Services Carpet, Stretch & Tack Strip, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 4.05
53	Resilient Installation, Remove & Recycle/Reclaim Vinyl (tile or sheet), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 0.65
54	Skim coat substrate with cementitious underlayment, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 0.65
55	Resilient Tile, Installation Services, VCT , Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 0.65
56	Resilient Tile, Installation Services, LVT (Luxury Vinyl Tile), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.40
57	Resilient Tile, Installation Services, LVP (Luxury Vinyl Plank), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.40
58	Resilient Tile, Installation Services, Sheet Vinyl, Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.65

59	Installation Services, Vinyl Sports Flooring, Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 2.25
60	Installation Services, Rubber Flooring, Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.95
61	Installation Services, Seam Welding, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 4.47
62	Installation Services, Stair Tread/Risers, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 5.46
63	Carpet Removal & Recycling/Reclamation - Carpet Tile, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 2.05
64	Carpet Removal & Recycling/Reclamation - Direct Glue Down, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 2.05
65	Carpet Removal & Recycling/Reclamation - Stretch & Tack Strip, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 2.25
66	Carpet Removal & Recycling/Reclamation - Double Glue w/Tread-Mor, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 2.90
67	Cove Base Furnish and Install, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 1.50
68	Cove Base Remove & Recycle, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 0.10
69	Reducer/Trasition, Furnish & Install, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 1.30
70	Reducer/Trasition, Remove & Recycle, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 0.10
71	Moving/Lifting Furniture, Move Freestanding, Price per. Sq. Yrd.(Est. Qty. in Sq. Yd.)	Each	\$ 3.80
72	Moving/Lifting Furniture, Lift Systems, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 5.90
73	Carpet Repairs, Carpet Mechanic, Normal Working Hours, Labor Rate \$ per Hour (Estimated Hours)	Hour	\$ 47.60
74	Carpet Repairs, Carpet Mechanic, OFF Hours, Labor Rate per Hour (Estimated Hours)	Hour	\$ 71.40
75	Carpet Repairs, Carpet Helper, Normal Working Hours, Labor Rate \$ per Hour (Estimated Hours)	Hour	\$ 34.00
76	Carpet Repairs, Carpet Helper, OFF Hours, Labor Rate \$ per Hour (Estimated Hours)	Hour	\$ 51.00
77	Percentage % Discount for CARPET products not listed on Pricing List	Percent	25%
78	Percentage % Discount for RESILIENT TILE products not listed on Pricing List	Percent	25%
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80	Miniumum service fee \$, for services or repairs on any single order (Estimated miniumum Service Fees)	Each	\$ 200.00

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50	Installation Services Carpet, Broadloom, Direct Glue Down, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 4.10
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53	Resilient Installation, Remove & Recycle/Reclaim Vinyl (tile or sheet), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 0.65
54	Skim coat substrate with cementitious underlayment, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 0.65
55	Resilient Tile, Installation Services, VCT , Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 0.65
56	Resilient Tile, Installation Services, LVT (Luxury Vinyl Tile), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.40
57	Resilient Tile, Installation Services, LVP (Luxury Vinyl Plank), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.40
58	Resilient Tile, Installation Services, Sheet Vinyl, Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.65

59	Installation Services, Vinyl Sports Flooring, Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 2.25
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66	Carpet Removal & Recycling/Reclamation - Double Glue w/Tread-Mor, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 2.90
67	Cove Base Furnish and Install, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 1.50
68	Cove Base Remove & Recycle, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 0.10
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72	Moving/Lifting Furniture, Lift Systems, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 5.90
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74	Carpet Repairs, Carpet Mechanic, OFF Hours, Labor Rate per Hour (Estimated Hours)	Hour	\$ 71.40
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76	Carpet Repairs, Carpet Helper, OFF Hours, Labor Rate \$ per Hour (Estimated Hours)	Hour	\$ 51.00
77	Percentage % Discount for CARPET products not listed on Pricing List	Percent	25%
78	Percentage % Discount for RESILIENT TILE products not listed on Pricing List	Percent	25%
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80	Miniumum service fee \$, for services or repairs on any single order (Estimated miniumum Service Fees)	Each	\$ 200.00

Prince William County, Virginia
Tax ID - 54-6001531
AGREEMENT



Supplier: **15808**
COMMERCIAL CARPETS OF AMERICA DBA CCA
885-A SOUTH PICKETT ST
ALEXANDRIA, VA 22304-4797
United States
Supplier Contact: **SHAUNA SHAFFER**
703-212-6333
SSHAFER@CCAFLOORS.COM

Description: **Supply & Installation: Carpet and Floor Covering**
Note to Supplier:

Type	Blanket Purchase Agreement
Agreement Number	5066089
Revision	0
Revision Date	
Effective From	10-JUN-2021
Effective To	10-JUN-2022
Buyer	ABU HAMDAN, MAEN
Buyer Email	MABUHAMDAN@PWCGOV.ORG

Dept Contract Admin: **ROBERT FIORAMONTI**
Initiating Locality:
Cooperative Contract Num:

Line	Category	Line Description	UOM	Unit Price
1	3601025	Broadloom Group 1, Price Per Square Yard (Est. Qty. in Sq. Yd.)	Each	\$14.7
Note to Supplier:				
2	3601025	Broadloom Group 2, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$17.46
Note to Supplier:				
3	3601025	Broadloom Group 3, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$23.29
Note to Supplier:				
4	3601025	Broadloom Group 4, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$28.15
Note to Supplier:				
5	3601025	Tred-Mor Backing (#2580-2, 1/4") Broadloom Optional Pad, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$8.25
Note to Supplier:				
6	3607630	Carpet Tile Group 1, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$17.87
Note to Supplier:				
7	3607630	Carpet Tile Group 2, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$22.11
Note to Supplier:				
8	3607630	Carpet Tile Group 3, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$25.43
Note to Supplier:				
9	3607630	Carpet Tile Group 4, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$28.36
Note to Supplier:				

10	3607630	Carpet Tile Group 5, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$31.57
Note to Supplier:				
11	3607630	Carpet Tile Group 6, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$39.54
Note to Supplier:				
12	3607630	Carpet Tile Group 7 (Includes some walk off Carpet), Price Per Sq. Yd. (Est. Qty. in Sq. Yd.)	Each	\$47.35
Note to Supplier:				
13	3608560	Resilient Tile VCT Armstrong: Standard Excelon ,Price Per Square Foot (Est. Qty. in Sq. Ft.)	Each	\$1.2
Note to Supplier:				
14	3608560	Bio-Based Tile, Armstrong Migrations & Striations BBT w/Diamonds 10, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$3.61
Note to Supplier:				
15	3608500	LVT Tile Group 1, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$2.7
Note to Supplier:				
16	3608500	LVT Tile Group 2, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$3.25
Note to Supplier:				
17	3608500	LVT Tile Group 3, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$3.96
Note to Supplier:				
18	3608500	LVT Tile Group 4, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$4.32
Note to Supplier:				
19	3605830	Sheet Vinyl Group 1, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$3.87
Note to Supplier:				
20	3605830	Sheet Vinyl Group 2, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$4.4
Note to Supplier:				
21	3605830	Sheet Vinyl Group 3, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$4.8
Note to Supplier:				
22	3602836	Sports Flooring Shaw Rexcourt 6.5 mm, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$4.98
Note to Supplier:				
23	3602836	Rubber Flooring Nora, Tile/rolls Noraplan Eco 2mm Art. 1490 or Art. 2490, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$5.74
Note to Supplier:				
24	3602836	Rubber Flooring Nora, Tile/rolls Nora NP Signa 2mm Art. 1462 or Art. 2462, Price Per Sq. Ft.(Est. Qty. in	Each	\$6.32

		Sq. Ft.)			
Note to Supplier:					
25	3602836	Rubber Flooring Nora, Tile/rolls Nora NP Signa 3mm Art. 1463 or Art. 2463, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each		\$8.36
Note to Supplier:					
26	3602836	Rubber Flooring Nora, Tile/rolls Noraplan Sentica 2mm Art. 1700 or Art. 2700, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each		\$6.34
Note to Supplier:					
27	3602836	Rubber Flooring Nora, Tile/rolls Noraplan Sentica 3mm Art. 1701 or Art. 2701, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each		\$8.52
Note to Supplier:					
28	3602836	Rubber Flooring Nora, Tile/rolls Norament 825 3.2 mm or Hammered 2.7 mm Art. 1902 or Art. 1910, Price Per Sq. Ft.	Each		\$8.23
Note to Supplier:					
29	3602836	Rubber Flooring Nora, Tile/rolls Norament 926 Arago 3.5 mm Art. 3118, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each		\$11.6
Note to Supplier:					
30	3602836	Rubber Flooring Nora, Tile/rolls Norament 926 Grago 3.5 mm Art. 1880, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each		\$10.28
Note to Supplier:					
31	3602836	Rubber Flooring Nora, Tile/rolls Norament 926 Satura 3.5 mm Art. 1880, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each		\$10.71
Note to Supplier:					
32	3602836	Rubber Flooring Mannington Colorscape Tiles 18" x 18", Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each		\$7.37
Note to Supplier:					
33	3602836	Rubber Flooring Mannington Colorspec Tiles 18" x 18", Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each		\$8.14
Note to Supplier:					
34	3602836	Rubber Flooring Mannington Teles Tiles 5.8" x 35", Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each		\$8.78
Note to Supplier:					
35	3602836	Rubber Flooring Mohawk True Medi-Flex Tile True Hammered Tile True Slate Tile 3 mm., Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each		\$6.51
Note to Supplier:					
36	3602836	Rubber Flooring Mohawk True Medi-Flex Tile, 2 mm., Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each		\$7.82
Note to Supplier:					

37	3602836	Rubber Flooring Mohawk True Medi-Flex Sheet, 2 mm., Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$8.73
Note to Supplier:				
38	3602836	Rubber Flooring Mohawk True Medi-Flex Sheet, 3 mm Rubber., Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$10.03
Note to Supplier:				
39	3602836	Rubber Tread/Risers Nora Norament 926 Round Profile - 4', 5' or 6' wide tread/riser Art. 465,466,467, Price per Lin. Ft.	Each	\$20.2
Note to Supplier:				
40	3602836	Rubber Tread/Risers Nora Norament 926 Hammered Profile - 4', 5' or 6' wide tread/riser Art. 468,469,479, Price per Lin. Ft.	Each	\$20.2
Note to Supplier:				
41	3602836	Rubber Tread/Risers Nora Norament 926 Grano Hammered Profile - 4', 5' or 6' wide tread/riser Art. 468,469,479, Price per Lin. Ft.	Each	\$22.69
Note to Supplier:				
42	3602836	Rubber Tread/Risers Nora Norament Satura Hammered Profile - 4', 5' or 6' wide tread/riser Art. 468,469,479, Price per Lin. Ft.	Each	\$22.69
Note to Supplier:				
43	3602836	Rubber Tread/Risers Nora Visually Impaired Strips, Textured., Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$4.34
Note to Supplier:				
44	3602836	Rubber Tread/Risers Nora Visually Impaired Strips, Smooth., Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$5.42
Note to Supplier:				
45	3606579	Rubber Mannington Colorscape Tread Only, Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$14.15
Note to Supplier:				
46	3606579	Rubber Mannington Colorscape Riser Only, Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$6.59
Note to Supplier:				
47	3606579	Rubber Mannington Colorspec Tread Only, Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$15.84
Note to Supplier:				
48	3606579	Rubber Mannington Colorspec Riser Only, Price per Lin. Ft. (Est. Qty in Lin. Ft.)	Each	\$8.68
Note to Supplier:				
49	9100945	Installation Services Carpet Tile, Price per Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$3.55
Note to Supplier:				
50	9100945	Installation Services Carpet, Broadloom, Direct Glue Down, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$4.1
Note to Supplier:				

51	9100945	Installation Services Carpet, Broadloom, Double Direct Glue Down, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$7.15
Note to Supplier:				
52	9100945	Installation Services Carpet, Strech & Tack Strip, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$4.05
Note to Supplier:				
53	9100945	Resilient Installation, Remove & Recycle/Reclaim Vinyl (tile or sheet), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$.65
Note to Supplier:				
54	9100945	Skim coat substrate with cementitious underlayment, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$.65
Note to Supplier:				
55	9100945	Resilient Tile, Installation Services, VCT , Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$.65
Note to Supplier:				
56	9100945	Resilient Tile, Installation Services, LVT (Luxury Vinyl Tile), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$1.4
Note to Supplier:				
57	9100945	Resilient Tile, Installation Services, LVP (Luxury Vinyl Plank), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$1.4
Note to Supplier:				
58	9100945	Resilient Tile, Installation Services, Sheet Vinyl, Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$1.65
Note to Supplier:				
59	9100945	Installation Services, Vinyl Sports Flooring, Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$2.25
Note to Supplier:				
60	9100945	Installation Services, Rubber Flooring, Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$1.95
Note to Supplier:				
61	9100945	Installation Services, Seam Welding, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$4.47
Note to Supplier:				
62	9100945	Installation Services, Stair Tread/Risers, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$5.46
Note to Supplier:				
63	9100945	Carpet Removal & Recycling/Reclamation - Carpet Tile, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$2.05
Note to Supplier:				
64	9100945	Carpet Removal & Recycling/Reclamation - Direct Glue Down, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$2.05
Note to Supplier:				
65	9100945	Carpet Removal & Recycling/Reclamation - Stretch & Tack Strip, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$2.25

Note to Supplier:					
66	9100945	Carpet Removal & Recycling/Reclamation - Double Glue w/Tread-Mor, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each		\$2.9
Note to Supplier:					
67	9100945	Cove Base Furnish and Install, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each		\$1.5
Note to Supplier:					
68	9100945	Cove Base Remove & Recycle, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each		\$1
Note to Supplier:					
69	9100945	Reducer/Trasition, Furnish & Install, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each		\$1.3
Note to Supplier:					
70	9100945	Reducer/Trasition, Remove & Recycle, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each		\$1
Note to Supplier:					
71	9100945	Moving/Lifting Furniture, Move Freestanding, Price per. Sq. Yrd.(Est. Qty. in Sq. Yd.)	Each		\$3.8
Note to Supplier:					
72	9100945	Moving/Lifting Furniture, Lift Systems, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each		\$5.9
Note to Supplier:					
73	9100945	Carpet Repairs, Carpet Mechanic, Normal Working Hours, Labor Rate \$ per Hour (Estimated Hours)	Hour		\$47.6
Note to Supplier:					
74	9100945	Carpet Repairs, Carpet Mechanic, OFF Hours, Labor Rate per Hour (Estimated Hours)	Hour		\$71.4
Note to Supplier:					
75	9100945	Carpet Repairs, Carpet Helper, Normal Working Hours, Labor Rate \$ per Hour (Estimated Hours)	Hour		\$34
Note to Supplier:					
76	9100945	Carpet Repairs, Carpet Helper, OFF Hours, Labor Rate \$ per Hour (Estimated Hours)	Hour		\$51
Note to Supplier:					
77	3600000	Percentage % Discount for CARPET products not listed on Pricing	Percent		\$25
Note to Supplier:					
78	3600000	Percentage % Discount for RESILIENT TILE products not listed on Pricing	Percent		\$25
Note to Supplier:					
79	3600000	Percentage % Discount for MATERIAL not listed on Pricing	Percent		\$25
Note to Supplier:					

80	9100945	Miniumum service fee \$, for services or repairs on any single order (Estimated minumum Service Fees)	Each	\$200
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Note to Supplier:

Note: All prices and amounts on this order are expressed in USD
A County Purchase Order shall be issued to the supplier to provide the goods and/or services identified in the agreement.



Purchasing Manager

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Terms and Conditions

I. SPECIAL PROVISIONS

I.1 PWC ELECTRONIC BID/PROPOSAL SUBMISSION

Bidders/Offerors must submit a solicitation response through the iSupplier Solicitations portal at <https://eservice2.pwcgov.org/eservices/procurement/VendorLoginReg>. Email and hard copy responses are not accepted. Prospective Contractors should confirm their ability to access the portal in advance of the solicitation due date to allow sufficient time to request technical support, if needed.

If a Bidder/Offeror is not registered in the iSupplier portal, they must register before they can submit a response. Approval of a new Supplier registration may take up to 48 hours. Questions regarding Supplier registration can be directed to 703-792-8060 or financevendorrequests@pwcgov.org.

Instructions for submitting bids and proposals using iSupplier are available on the PWC Procurement website at <https://eservice2.pwcgov.org/eservices/procurement/BiddingGuide>. These Guides provide detailed instructions for online quote, bid, and proposal submission.

Responses in "draft" status will not be accepted. Bids and proposals must be submitted prior to the due date and time listed in the solicitation.

I.2 SCOPE OF WORK

Please see ATTACHMENT III.3 SCOPE OF WORK

I.3 CONTRACT PERIOD

The base contract period shall be for one (1) year from date of award.

I.4 RENEWAL OF CONTRACT

The County may renew this Contract for four (4) successive one-year periods under the terms and conditions of the original Contract except as stated below. Price increases shall be negotiated only at the time of renewal. Upon receipt of the Contractor's request, the County shall decide to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor.

The Contractor will receive written notice of the County's intent to renew the contract approximately (60) calendar days prior to the expiration date of each Contract period. If the County elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by no more than the percentage increase/decrease of the "All items in Washington-Arlington-Alexandria, DC-VA-MD-WV, all urban consumers, not seasonally adjusted" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available.

The request for a change in pricing shall include, at a minimum, (1) the cause for the adjustment; (2) the previous line-item price and the new requested price; and, (3) documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index), change in manufacturer's price documented on manufacturer letterhead, etc.

I.5 VIRTUAL BID OPENING

Bids are due at the date and time listed on the front page of the Solicitation.

The public bid opening will be held virtually via WebEx on **May 27, 2021 at 11:00 AM** at the following link:

<https://pwc-doit.webex.com/pwc-doit/j.php?MTID=m7ade86bd10d0395f94fc2e696fc09964>

When joining the WebEx meeting, attendees shall type in their name and the name of their firm in the chat box.

The use of streaming video for bid openings is provided as a convenience for bidders. Should the streaming link access be unavailable or fail during a bid opening, it does not nullify the validity of the process or results. The County shall post the recorded bids on the County's website for the bidders to view.

I.6 CONTRACT AMOUNT

In return for the services identified in this Contract, and subject to the "Termination for Non-Appropriation of Funds" clause, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with the Pricing Schedule.

I.7 INSPECTION AND ACCEPTANCE

1. Goods and services, which 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.
2. The County shall notify the Contractor when goods are defective in material or workmanship or otherwise not in compliance with the County's requirements. The County has the right to:
 - Reject,
 - Reject and request replacement, or
 - Reject and request a defect correction.

At the County's direction, the Contractor shall promptly and at its own expense:

- Remove the defective goods,
 - Remove and replace the defective goods, or
 - Correct the defect and resubmit same goods for acceptance (Contractor shall disclose the previous rejection).
3. 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; 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 head of Procurement Services may require the delivery of such goods to be provided at a reduction in price that is equitable under the circumstances.
 4. Contractor shall conduct and complete all services in accordance with recognized and customarily accepted best

practices, unless otherwise specified by the County. When the Contract Administrator or designee approves services as acceptable, consider the services complete. In the event of rejection of any services provided, notify the Contractor and provide three (3) calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

I.8 PROVISION OF SERVICES

The Contractor shall provide the services to the County as described in this Contract. Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry best practices and shall be considered complete when the Contract Administrator approves the products as acceptable.

I.9 TASK ORDER PROCEDURE

As County projects become known, the County shall provide a project 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 within seven (7) working days from the County's task request, unless the County agrees to an alternate schedule. The County may request a meeting with the Contractor to discuss the proposed scope of work.

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

1. The detailed scope of work, terms and conditions, other related special conditions.
2. The estimated staffing by position title, estimated number of hours for each, and total estimated cost based on the Schedule of Rates (unit price and extended price).
3. Identify subcontractors required for the task. Provide detailed information as required in item 2.
4. Reimbursable costs required for the task. Reimbursable costs shall consist of non-employee costs such as rented or leased equipment.
5. A list of any materials or information required from the County to complete the task order scope of services. The Contractor shall be responsible for obtaining information from the County at its own cost and expense for those items that are generally available to the public and are essential for completion of the task. Those items shall be furnished when available and in the form available.
6. Proposed dates of work commencement (generally five calendar days from receipt of order) and completion (as coordinated with the County).
7. The County contract number.
8. Contractor shall sign and date task proposal
(The Task Order shall also include the items detailed in the Scope of Work under "Task Order".)

When County work permits are necessary, the County shall reimburse the Contractor for the permit charge at cost. The Contractor must include the permit charge as a separate line on the invoice.

The County may request that the Contractor make an oral presentation. Such a presentation may include, but is not limited to, explanations of the proposed approach, workplan, and cost estimate.

The Contractor shall not receive compensation for the preparation and delivery of task proposals. The County reserves the right to request from the Contractor additional information as determined necessary prior to commencing with negotiations.

Within three business days from final negotiations, the Contractor shall prepare and deliver the best and final task proposal to the Contract Administrator. The Contractor's final 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 Purchase Order. Invoice amounts for services shall not exceed the amounts listed on the Purchase Order. Changes to the Purchase Order shall be made via Change Order.

If the County and the Contractor cannot come to an agreement on the task request, the County may obtain services from other sources.

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.10 WORK ESTIMATES (TIME AND MATERIAL CONTRACTS)

Under this time and material Contract, the Contractor shall furnish the County with a non-binding written estimate of the total costs to complete the work required. The estimate shall include the Contract number, a detailed listing of goods and services estimated, applicable labor categories, the hourly rates specified in the Contract, the total materials cost, and location and delivery date of goods and services. The Contractor shall bill materials cost at the Contractor's actual cost (or discount off the list price, if specified in the Pricing Schedule). Contractor shall furnish copies of all invoices for materials. If the County determines that the estimated price is not fair and reasonable, the County has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is not determined to be fair and reasonable, the County reserves the right to obtain additional quotes from other Prospective Contractors. The County will issue a Purchase Order to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the Contract. The Contractor and its employees, agents, and any Subcontractors shall log in with the Contract Administrator each day before and after work to confirm labor hours.

I.11 INSPECTION OF JOB SITE

The Contractor shall inspect the job site and be aware of and familiar with the work conditions. The County shall not consider claims as a result of failure to inspect the job site.

I.12 WORK SITE DAMAGES

The Contractor shall repair, at its sole expense, any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this Contract to the County's satisfaction.

I.13 E-VERIFY PROGRAM

Pursuant to Virginia Code § 2.2-4308.2, any employer with more than an average of 50 employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the County to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the County for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company

page from E-Verify to prove their E-Verify enrollment.

I.14 FINAL INSPECTION

At the conclusion of the work, the Contractor shall demonstrate to the County that the work is fully operational and in full compliance with the Contract. The Contractor shall promptly and permanently correct any deficiencies at the Contractor's sole expense prior to final acceptance of the work.

I.15 ASBESTOS

During the course of performing any work under this Contract, whenever and wherever the Contractor discovers the presence of asbestos or suspects that asbestos is present, the Contractor shall stop the work immediately, secure the area, notify the building owner, and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces and shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually-agreed extension of time to perform the work shall be allowed the Contractor, but without additional compensation due to the time extension.

I.16 CONTINUITY OF SERVICES

1. The services under this Contract are vital to the County and shall continue without interruption. Upon contract expiration, a successor, either the County or another Contractor, may continue these services.

- a. The Contractor shall exercise its best efforts and cooperation to affect an orderly and efficient transition to the successor.
- b. The Contractor shall make all County-owned facilities, equipment, and data available to the successor at an appropriate time prior to the expiration of the Contract to ensure an orderly and prompt transition to the successor.
- c. The Contract Administrator shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to the successor.

2. Upon receiving written notice from the Contract Administrator, the Contractor shall furnish phase-in/phase-out services for up to 90 calendar days after this Contract expires and in good faith shall negotiate a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Administrator's approval.

3. The County shall reimburse the Contractor for all reasonable, pre-approved phase-in/phase-out costs (e.g., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. The Contract Administrator shall approve all phase-in/phase-out work fees in writing prior to commencement of the work.

I.17 PERSONNEL REQUIREMENTS

The Contractor or Contractor's employees who will directly provide client services must possess a valid Virginia driver's license and must submit to a DMV record check, TB test, and criminal history record check that Prince

William County Community Services will conduct. Information discovered through these checks may disqualify the Contractor's employee from providing services under this Contract.

I.18 DELIVERY

Delivery of goods or performance of services shall be within forty-eight (48) hours after receipt of order (ARO) by the Contractor, or as mutually agreed upon date to stated on the Purchase Order from the County.

I.19 DELIVERY AND STORAGE

The Contractor shall make all arrangements for delivery, unloading, receiving, storing, and securing materials in the building during installation. The County does not and will not assume any responsibility for receiving these shipments.

I.20 DELIVERY NOTIFICATION

Notify the County forty-eight (48) hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notify the buyer whose name appear on the Purchase Order.

I.21 INSTALLATION

Assemble and set in place all items, ready for use. Remove all crating and other debris from the premises.

I.22 TRANSPORTATION AND PACKAGING

All Bidders certify that the price bid for FOB destination includes only the actual freight costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing, and shipping containers shall be used. All shipping containers shall be legibly labeled on the outside with the Purchase Order number.

I.23 CERTIFIED TEST REPORT

Bidders shall provide a copy of a certified test report with their bid. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the appropriate specifications in the solicitation. However, the County reserves the right to perform any test(s) or inspection(s) as it deems necessary to verify the certified test report.

I.24 INVOICING

Contractor shall submit invoices to the "Bill To" on the Purchase Order within thirty calendar days after providing goods and services. As a minimum, invoices shall reflect the following:

- Contractor's name and address;
- Contract number and purchase order number;

- Task, work, or job order (if issued);
- Detailed listing of goods and services provided;
- Items and quantities ordered, shipped, and backordered;
- Destination and delivery date of goods and services; and
- Receipts and delivery tickets, if applicable.

I.25 QUANTITIES

Quantities set forth in this Solicitation are estimates only. The Contractor shall supply actual order quantities, at bid prices, regardless of whether such total quantities are more or less than those shown.

I.26 TIME OF THE ESSENCE AND COMPLETION

Time shall be of the essence to this Contract, except where it is specifically provided to the contrary, provided that schedules are mutually agreed to and the Contractor shall not be responsible for delays and related damages due to circumstances or events beyond its direct control.

I.27 WARRANTY

The Contractor warrants that:

- (1) the goods and services provided to the County are fit and sufficient for the purpose intended and are warranted for a period of one (1) year;
- (2) goods and services 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) goods and services provided to the County conform to the County's specified requirements. Manufacturer's standard product warranties shall apply and to be warranted for not less than one (1) year;
- (4) Any latent defects in materials found within manufacturer's warranty period, shall be replaced at NO cost to the County for materials. Labor may be pro-rated;
- (5) All carpet shall be covered by a ten (10) year Limited Fiber Performance Guarantee by the carpet manufacturer and a full ten (10) year wear warranty;
- (6) Edge raveling and delaminating will be warranted for a minimum of ten (10) years; and
- (7) All services provided under the agreement shall be warranted for a minimum period of two (2) years. Contractor, or installed by the agency owner, shall include a copy of the manufacturer's recommended care and cleaning instructions.

I.28 WARRANTY (COMMERCIAL)

The Contractor agrees to cover the goods or services furnished under this Contract by the most favorable commercial warranty that the Contractor provides to any of its customers for such goods or services. The rights and remedies provided under any such warranty is in addition to and does not limit those available to the County by any other clause of the Contract. The Contractor shall furnish a copy of the warranty with the Solicitation response.

I.29 RIDER CLAUSE

The Contractor may authorize the extension of this Contract 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. 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 other 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, ordinances, and policies. If mutually agreed, other public bodies may add terms and conditions required by their laws, ordinances, and regulations, to the extent that they do not conflict with the Contract's terms and conditions. The 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.30 EMPLOYMENT SERVICES ORGANIZATIONS

1. Where it is practicable for the Contractor to subcontract any portion of the awarded Contract, the Contractor is encouraged to offer such business to Employment Services Organizations (ESOs). Find a list of Virginia ESOs at <https://www.vadars.org/essp/apps/esovendors/>.

2. Each Prime Contractor who is awarded a Contract where using an ESO is a condition of the award, shall deliver to the agency or institution, on or before request for final payment, evidence and certification of compliance. When an ESO receives a subcontract for a portion of the Contract and upon completion of the Contract, the Contractor agrees to furnish Procurement Services, at a minimum, the following information: name of ESO, telephone number, total dollar amount subcontracted, and type of product/service provided. Final payment under the Contract may be withheld until such certification is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

I.31 USE OF BRAND NAMES IN THE SOLICITATION

Unless otherwise provided in the Solicitation, the name of a certain brand, make, or manufacturer, or definite specifications is to denote the quality standard of article desired.

I.32 POST-AWARD PRODUCT SUBSTITUTION

A recipient of a bid award (Contractor) may only substitute their bid-specified article(s) with an alternative article(s), if the County, in its sole discretion, considers the alternative's quality, workmanship, and economy of operation, and suitability for the bid-specified purpose, responsive to the bid specifications. The approval by the County for substitution must be granted in writing.

I.33 RESPONDING TO THE SOLICITATION WITH ALTERNATE PRODUCTS IN BID

Unless otherwise provided for, this Solicitation does not restrict Bidders to bidding only the specified brand, make, or manufacturer. The inclusion of a specified brand is intended to convey to prospective Bidders the general style, type, character, and quality of article desired.

Alternative products, included in bids, of brand, make, device, or equipment, which are recognized as an equal

product, considering quality, workmanship, and economy of operation, and suitability for the purpose intended, shall be considered responsive to the bid specifications, in the County's sole discretion.

I.34 PRODUCT INFORMATION

The Prospective Contractor shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts, and specifications with the Solicitation response so that the County may determine if the product offered meets the requirements of the Solicitation. Failure to do so may cause the County to consider the Solicitation response nonresponsive.

I.35 SAFETY DATA SHEETS

The Bidder shall provide Safety Data Sheets and descriptive literature in electronic (PDF) format with the bid for each chemical and/or compound offered. If PDF copies are not available, hard copies are acceptable. Failure on the part of the Bidder to submit such information may be cause for declaring the bid nonresponsive.

II. GENERAL PROVISIONS

II.1 ACCEPTANCE AGREEMENT

A written award or Acceptance Agreement mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the Solicitation shall be deemed to result in a binding contract. The Bidder's review and acceptance of the terms and conditions of the Solicitation is required as a condition of acceptance. Failure to accept these terms and conditions may result in disqualifying the Bidder from further consideration.

The County reserves the right to incorporate all statements and claims made in the bid (to include any attachments) in the final Contract.

The following documents shall be incorporated by reference in the Contract and become a part of the Contract:

- a. Prince William County Acceptance Agreement and other Solicitation documents that may be incorporated by reference,
- b. The terms and conditions of the Solicitation and all amendments, and
- c. The Bidder's bid.

II.2 AMENDMENT TO THE SOLICITATION

The County shall issue a written Amendment if changes or clarifications to the Solicitation are necessary. In addition, the County may, at its sole option, extend the due date and time for receipt of Solicitation response. Amendments will be available on the Prince William County Procurement website under the specific Solicitation. Prior to submitting a Solicitation response, Prospective Contractors should view the website to verify issuance of Amendments to the Solicitation.

II.3 ANNOUNCEMENT OF AWARD

View Bid Tabulations and Contracts on the Prince William County Web Page at <http://www.pwcgov.org/bid>.

II.4 ANTITRUST

By entering into the Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under the Contract.

II.5 GOVERNING LAW, COURTS, AND LEGAL COMPLIANCE

The solicitation and the Contract shall be governed by the Constitution and laws of the Commonwealth of Virginia. Any litigation arising out of or related to the solicitation and the Contract shall be brought in a state court located in Prince William County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division, and any appropriate appellate court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction. The Contractor shall comply with all applicable federal, Virginia, and County laws, codes, ordinances, regulations, permits, and requirements.

II.6 APPROVING AUTHORITY

The Approving Authority is either the Prince William County Board of County Supervisors or the Department Head and the authority to approve the acquisition is contingent upon the appropriation of funds for the total amount of the Contract within each fiscal year.

II.7 ASSIGNMENT OF CONTRACT

A Contractor shall not assign any contract with the County in whole or in part without the County's prior written consent.

II.8 AUTHORIZED TO CONDUCT BUSINESS IN THE COMMONWEALTH OF VIRGINIA

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law or regulation. Any business entity described above that enters into a contract with the County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, or any other Virginia law or regulation, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with these provisions.

II.9 BID EVALUATION

The County shall evaluate Bids based on the requirements set forth in the Solicitation, which may include criteria to determine acceptability as to inspection, testing, quality, workmanship, delivery, and suitability for a particular

purpose. When applicable to the Solicitation, the County shall rank such criteria in descending order of importance in the Solicitation.

II.10 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 a Bidder may offer. The County will not consider prompt payment discounts offered in a bid in determining Contract award.

Should the County accept the Bidder's bid and award a contract, prices 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 an acceptance period of at least 120 calendar days from bid due date, unless otherwise stated in its bid submittal.

II.11 BID SUBMISSION

The County shall consider for award a Prospective Contractor that submitted a sealed response that was properly received prior to the due date and time.

The Bidder shall provide all information and documents requested in the Solicitation or its amendments with the bid in order for the bid to be considered complete. Inadequate or lack of required information or documents may result in disqualification of the bid. Any deviations to the Provisions, Specifications, or Scope of Work may also be cause for disqualification of the bid. As a minimum submit the following:

1. IFB Submission Form;
2. Bidder's Qualifications and References Form; and
3. Special documents/information that the Solicitation may request.

Bidders shall submit a bid electronically via iSupplier. Emailed responses are NOT accepted.

Bidders must submit a bid through the iSupplier Solicitations portal at <https://eservice2.pwcgov.org/eservices/procurement/VendorLoginReg>. Email and hard copy responses are not accepted. Prospective Contractors should confirm their ability to access the portal in advance of the solicitation due date to allow sufficient time to request technical support, if needed.

If a Bidder is not registered in the iSupplier portal, they must register before they can submit a response. Approval of a new Supplier registration may take up to 48 hours. Questions regarding Supplier registration can be directed to 703-792-8060 or financevendorrequests@pwcgov.org.

Instructions for submitting bids and proposals using iSupplier are available on the PWC Procurement website at <https://eservice2.pwcgov.org/eservices/procurement/BiddingGuide>. These Guides provide detailed instructions for online quote, bid, and proposal submission.

Responses in "draft" status will not be accepted. Bids must be submitted prior to the due date and time listed in the solicitation.

Bids received in Procurement Services after the due date and time are late and shall not be considered for Contract award.

An authorized representative of the business, firm, or corporation shall submit the bid to bind the Bidder to a Contract with the County. The head of Procurement Services 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 had no authority to act, whether such proof of agency has been demanded or not, the County may declare the Contract void if this is in its best interest. In addition, the Contractor and all other required parties shall sign and date a resulting Contract.

Bids shall be publicly opened in accordance with the Prince William County Procurement Regulations. The County shall post the recorded bids on the County's website for bidders to view.

If a prospective Bidder does not 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.

II.12 BIDS EXCEEDING AVAILABLE FUNDS

A. Unless the County cancels a Solicitation or rejects all bids, a responsive bid from the lowest responsible Bidder shall be accepted as submitted, except if the bid from the lowest responsible Bidder exceeds available funds. The head of Procurement Services or designee may negotiate with the apparent low Bidder to obtain a Contract within available funds. Such negotiation shall be undertaken in accordance with the procedures in subsection B of this section.

B. Negotiations may be directed to:

1. Reduction of goods, services, insurance, or construction procured;
2. Substitution of materials; and/or
3. Change in the period for project completion, if the procurement is a construction project.

C. Procurement Services shall conduct the negotiations with the Bidder. If the negotiation does not result in a Contract price within available funds, Procurement Services shall seek an appropriation of additional funds from the Using Department prior to execution of a Contract with the low responsive and responsible Bidder; otherwise, the Solicitation shall be canceled. A record of the cancellation shall be part of the procurement file.

II.13 CHANGES TO THE CONTRACT

1. All modifications and changes to the Contract shall be in writing.
2. The head of the Using Department of this Contract, with the concurrence of the head of Procurement Services (except as otherwise provided by the County Procurement 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." 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 Contract by failure to agree to such changes.

3. The Contractor shall not perform any work described in any change order unless the Contractor has received a written certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
4. The Contractor shall make a claim for payment for completed changed work within 30 calendar days of receipt of a change order, unless such time period is extended in writing or the head of Procurement Services 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.
5. No claim(s) for changes ordered shall be considered by the County if made after final payment in accordance with the Contract.
6. Unilateral modifications may be issued by the head of Procurement Services for minor or administrative purposes.

II.14 CLAIMS/DISPUTES

- A. In accordance with Virginia Code § 2.2-4363, this provision shall be followed for consideration and handling of all claims by the Contractor under this Contract. Virginia Code § 2.2-4365 is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Virginia Code § 2.2-4365.
- B. Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) business days after the occurrence of the event giving rise to the claim, or within ten (10) business 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.
- C. 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) calendar days from the receipt of the claim from the Contractor. The decision of the Contract Administrator shall be final on behalf of the County unless the Contractor submits the claim to the Director of Finance within thirty (30) calendar days of the Contract Administrator's decision.
- D. If the Contractor is not satisfied with the decision 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) calendar days of the date of the decision of the Contract Administrator.
- E. The Director of Finance shall provide a written decision on the claim to the Contractor within forty-five (45) calendar 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) calendar days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the head of Procurement Services a copy of the claim and a request for the County Executive's determination.
- F. The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five

(45) calendar days of the head of Procurement Services' 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 (the Board) by mailing or otherwise furnishing the head of Procurement Services a copy of the claim, along with a request for determination by the Board within thirty (30) calendar days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) calendar 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 Virginia Code § 15.2-1245 *et seq.* The decision of the Board shall be final.

- G. Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision-maker.
- H. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the work under the Contract.
- I. In accordance with the provisions of Virginia Code § 2.2-4363, full compliance with this procedure set forth in the provision shall be a precondition to the filing of any legal action by the Contractor against the County or its Board arising out of or related to this Contract.

II.15 CLARIFICATION OF TERMS

If any Prospective Contractor has questions about the specifications or other Solicitation documents, the Prospective Contractor shall contact the Buyer whose name appears on the face of the Solicitation no later than close of business seven (7) calendar days before the due date. Any revisions to the Solicitation shall be by amendment issued by the County. Prospective Contractors shall NOT contact any other Prince William County employee regarding the Solicitation or its requirements.

II.16 CLOSURE OF COUNTY GOVERNMENT

If the County Government closes due to an unanticipated event on the scheduled due date for the receipt of responses, Procurement Services will receive responses until 3:00 p.m. the next regular business day.

II.17 CONTINGENCY OF THE CONTRACT AWARD

Award of the contract to the selected firm is contingent upon the budget and appropriation of funds by the Board of County Supervisors (if necessary), and the successful negotiation of contractual terms agreeable to both parties. Failure to achieve either of the above will result in no award.

II.18 CONTRACT TYPE AND AWARD

Prince William County expects to award a fixed price type of contract or a contract based on fixed rates for a specified period based on present assumptions. A written award in the form of an Acceptance Agreement shall be signed by the successful Bidder, the Requesting Agency, and the head of Procurement Services. A fully executed Acceptance Agreement shall be deemed to result in a binding contract.

All procurements of goods, services, insurance, or construction which are subject to the County's competitive bidding requirements shall be awarded to the lowest responsive and responsible bidder based upon the lowest cost and/or other criteria specified in the Solicitation. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered.

The head of Procurement Services may award all or part of a bid to any bidder whose bid is determined to be the lowest responsive and responsible bid. The County has the option to make multiple awards or primary, secondary, or tertiary awards. The County has the option to make awards by line item, by group, or by the overall lowest cost. Furthermore, specific line item goods and/or services may be deleted from award consideration if in the County's best interest.

The head of Procurement Services is authorized to waive any irregularity or informality in any bid; provided however, that a bid which is received after the time specified for the opening of bids is considered a "late bid" and will be neither opened nor considered for contract award.

Where the apparent low bidder submitted a substantially lower bid price than the other bidders, the apparent low bidder must be asked to review the bid for mistakes. If no mistake is identified, the bidder shall certify in writing that the bid submitted has been reviewed, no mistake was made, and the bid stands as submitted.

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

In the event that only one responsive and responsible bid is received, the IFB may be canceled and the goods, services, insurance, or construction rebid unless the head of Procurement Services determines that the price bid is reasonable and in the best interest of the County, on the basis of price comparison, value analysis, prior price history, an engineering estimate, or other method which establishes price reasonableness.

Tie bids are strictly governed by the County's Procurement Regulations. In the case of a tie bid where goods are being offered and existing price preferences as described in the Procurement Regulations have already been taken into account, preference then shall be given to the bidder whose goods contain the greatest amount of recycled content.

The head of Procurement Services may reject any or all bids as deemed in the best interest of the County.

In determining the award of any contract for paper and paper products to be purchased for the County, Procurement Services shall use competitive sealed bidding and shall award to the lowest responsive and responsible bidder offering recycled paper and paper products of a quality suitable for the purpose intended, so long as the bid price is not more than ten percent (10%) greater than the bid price of the low responsive and responsible bidder offering a product that does not meet the United States Environmental Protection Agency (EPA) Recommended Content Standards as defined in 40 C.F.R. Part 247.

All clauses assigned to General Provisions 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. Proposed amendments to Special Provisions are to be highlighted and submitted as part of the bid submittal. The County's review and acceptance of the proposed terms shall be a condition of contract award.

II.19 CURRENCY

Unless stated otherwise in the Solicitation, Prospective Contractors shall state prices in US dollars.

II.20 DEBARMENT STATUS

The Contractor certifies that they are:

1. not currently debarred by the County from submitting a response for the type of goods and/or services covered by this Solicitation;
2. not debarred from filling any order or accepting any resulting order; and
3. not an agent of any person or entity that is currently debarred by the County.

II.21 DECISION NOT TO RESPOND

Some recipients of this Solicitation may elect not to submit a response for a variety of reasons. The County is interested in learning whether problems with the solicitation process have discouraged responses or whether there are other reasons. Accordingly, if your firm elects not to submit a response, we ask that you return a statement as to why you are unable or unwilling to respond.

II.22 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 defined in the County Procurement Regulations.

II.23 ETHICS

This Solicitation is subject to the provisions of the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 *et seq.* and subject to Virginia Code § 2.2-4367 through § 2.2-4377. No member of the Board of County Supervisors, any advisory or judicial body of Prince William County, or any other officer or employee of the County, or any member or employee of any agency, office, commission, board, district, corporation, entity, or Volunteer Fire/Rescue Company, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a Contractor or Subcontractor in connection with any bid, or have a personal interest therein as defined by Virginia Code § 2.2-3101.

All Solicitation responses submitted shall be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a response for the same requirements, without collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil

damage awards.

By submitting a response, Prospective Contractors certify that their response is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder or Offeror, supplier, manufacturer, or Subcontractor in connection with their response, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

No person who, for compensation, assisted in the preparation of a solicitation for the County shall (i) submit a response for that procurement or any portion thereof or (ii) disclose to any Bidder or Offeror information concerning the procurement that is not publicly available.

II.24 EXAMINATION OF RECORDS

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of the period specified in the Library of Virginia Records Retention Schedule GS-02, Series 200106, have access to and the right to examine and copy any books, documents, papers, and records of the Contractor involving transactions related to this Contract.

The Contractor agrees to include in any subcontract for more than \$10,000 entered into as a result of the prime contract, a provision to the effect that the Subcontractor agrees that the County or any duly authorized representative shall, until the expiration of the period specified in the Library of Virginia Records Retention Schedule GS-02, Series 200106, 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 have been finally dispositioned and disposed of.

II.25 DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees;
2. 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;
3. 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
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection

with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.

II.26 EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

Contractor shall comply with the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act, Virginia Code § 2.2-4200 *et seq.*, the Virginians With Disabilities Act, the Americans With Disabilities Act, as amended, and Virginia Code § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

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 these requirements.
2. The Contractor will include the provisions of subsection 1.a. of this section in each subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

II.27 HOLD HARMLESS, DEFEND, AND INDEMNIFY THE COUNTY

The Contractor shall indemnify, defend at its own expense, and hold harmless the Board of County Supervisors of Prince William County, Virginia, and their officers, agents, employees, and volunteers, from any and all injuries, damages, and losses however or by whomever sustained, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts, errors, and omissions of the Contractor, including its agents, subcontractors, employees, and volunteers, in connection with this Contract.

II.28 IMMIGRATION REFORM AND CONTROL ACT OF 1986

Pursuant to Virginia Code § 2.2-4311.1, the Contractor does not and shall not during the performance of the

Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

II.29 INSURANCE REQUIREMENTS

The Prospective Contractor shall provide evidence of the minimum coverages set forth in the following paragraphs, plus the coverages and limits in the Attachment "Minimum Insurance Requirements." The Prospective Contractor shall note any desired exceptions to the insurance coverage, which may include the submission of proposed alternatives. No work shall commence until the County's insurance requirements are met.

1. The Contractor 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 Contractor 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 Contractor shall, during the continuance of all work under the Contract provide and agree to maintain the following unless omitted from the Attachment "Minimum Insurance Requirements."
 - a. Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor 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, shall 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 shall provide insurance issued by companies admitted within the Commonwealth of Virginia, with an A.M. Best Rating of at least A:VIII.
5. The Contractor shall provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall file it with the head of Procurement Services executing a contract starting work.
6. The Contractor shall secure and maintain all insurance policies of its subcontractors, and make them available to

the County on demand.

7. The Contractor shall provide, on demand, certified copies of all insurance coverage in relation to the Contract within ten (10) calendar days of demand by the County. The Contractor's insurance agent or representative shall send these certified copies to the County.

8. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30 calendar day written notice to the head of Procurement Services. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver anew and valid certificate shall result in suspension of all payments until the head of Procurement Services receives a new certificate.

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 calendar 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 of its subcontractors with the requirements as to insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this 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. Construe nothing contained herein 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. Exercise precaution 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. Name the County additional insured in the General Liability policies and on the Certificate of Insurance.

II.30 INTEGRATION

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

II.31 LABELING OF HAZARDOUS SUBSTANCES

If the goods requested by this Solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the U.S.C., then the Prospective Contractor, by

submitting a response, certifies and warrants that the goods to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the goods the Prospective Contractor does not violate any of the prohibitions of 15 U.S.C. § 1263 or 7 U.S.C. § 136.

II.32 LICENSE, SERVICE, AND MAINTENANCE AGREEMENTS

The Prospective Contractor shall submit all license, service, and maintenance agreements that require the County's signature as attachments to the Solicitation response. County review, negotiation, and approval of all terms contained in these documents shall be a condition of the contract award.

II.33 DISCRIMINATION AGAINST PROSPECTIVE CONTRACTORS PROHIBITED

Pursuant to Virginia Code § 2.2-4310 and § 2.2-4343.1, the County shall not discriminate against a Prospective Contractor or Contractor in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, or any other basis prohibited by Virginia law relating to discrimination in employment, or because the Prospective Contractor employs ex-offenders unless the County agency, department, or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If a faith-based organization receives a Contract award, and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the County shall offer the individual, within a reasonable period of time after the date of the objection, access to equivalent goods, services, or disbursements from an alternative provider.

II.34 ORDER OF PRECEDENCE

This Solicitation and Contract are subject to the Prince William County Procurement Regulations and the Virginia Public Procurement Act.

In the event of an inconsistency between the special provisions of this Solicitation, the general provisions, Contract, or other included document, or the Procurement Regulations, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

1. the Procurement Regulations
2. the Acceptance Agreement
3. the Solicitation, as amended
4. the Bid.

II.35 PAYMENT

1. To the Contractor:

- a. The Contractor shall submit invoices, for services rendered and items ordered, delivered, and accepted, directly to the Bill-To address shown on the Purchase Order. All invoices shall show the County contract number and/or Purchase Order number.
- b. Any payment terms requiring payment in less than 30 calendar days will be regarded as requiring payment 30

calendar days after invoice. This shall not affect offers of discounts for payment in less than 30 calendar days, however.

c. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

d. The County will make payment to the Contractor, net 30 calendar days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted under the Virginia Debt Collection Act, Virginia Code § 2.2-4800 et seq.

e. Unreasonable Charges.

Under certain emergency procurements, and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination. A Contractor may not institute any legal action unless a settlement cannot be reached within 30 calendar days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges that are not in dispute.

2. To Subcontractors:

a. The Contractor shall:

- i. Pay a Subcontractor(s) within seven (7) calendar days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the Subcontractor(s) under the Contract; or
- ii. Notify the Contract Administrator and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for nonpayment.

b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) calendar days following receipt of payment from the County, except for amounts withheld under subsection a.ii. of this section. The date of mailing of any payment by U. S. Mail deems payment to the addressee. These provisions apply to each Subcontractor performing under the Contract. A Contractor's obligation to pay an interest charge to a Subcontractor shall not be construed to be an obligation by the County. The Contractor is hereby required to include in each of its Subcontracts a provision requiring each Subcontractor to be subject to the payment and interest requirements with respect to each lower-tier Subcontractor.

II.36 PRIME CONTRACTOR

The Contractor shall assume full responsibility for the complete effort as required by this Solicitation whether the Contractor or Subcontractor performs the work. The Contractor is to be the sole point of contact with regard to all contractual responsibilities. The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that the Prime Contractor may utilize, using their best skill and attention. The Prime Contractor shall be responsible for all subcontractors who perform work under this Contract. The Contractor shall be as fully responsible for the acts and omissions of their subcontractors and of all persons employed by them as it is for the acts and omissions of the Contractor's own employees.

The Contractor shall designate in writing its Contract Representative who shall be responsible for ensuring that the County receives the goods and/or services that it requires in accordance with the County's Contract.

The County also reserves the right to contract with more than one Contractor for specific aspects of the Solicitation if that is in the County's best interest.

II.37 PUBLIC ACCESS TO PROCUREMENT INFORMATION

Except as provided in the Procurement Regulations, all proceedings, records, contracts, and other public records pertaining to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 et seq.

Cost estimates relating to a proposed transaction prepared by or for the County shall not be open to public inspection.

In accordance with Virginia Code § 2.2-4342, any Bidder, upon request, shall have the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award. Any Offeror, upon request, shall have the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award. Solicitation response records shall not be made available in the event the County rejects all responses and reopens the Solicitation. Solicitation response records shall be open to public inspection only after the award of the contract.

Any inspection of procurement records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Trade secrets or proprietary information submitted by a Prospective Contractor or Contractor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Prospective Contractor or Contractor shall:

- (i) invoke the protections of this section prior to or upon submission of the data or other materials,
- (ii) identify the data or other materials to be protected, and
- (iii) state the reasons why protection is necessary.

A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information

- (i) an entire bid, proposal, or prequalification application;
- (ii) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or
- (iii) line item prices or total bid, proposal, or prequalification application prices.

The determination of an improper designation shall be at the County's sole discretion. If, after being given a reasonable time to revise the improper designation, a bidder or offeror refuses to withdraw an entire classification designation, the bid will be considered nonresponsive or the proposal will be rejected.

II.38 PURCHASE ORDER

The County shall issue a Purchase Order to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates that sufficient funds are budgeted and appropriated, assures distribution of the necessary receiving reports and/or invoice payment approvals, and shall act as the Contractor's notice to proceed.

The Purchase Order does not supersede any provisions of the Contract. Performance time and dates are determined solely by the Contract and any approved modification(s) to the Contract. Services shall not begin until receipt of the Purchase Order by the Contractor or written notification by the head of Procurement Services to proceed.

II.39 QUALIFICATIONS AND COMPETENCY OF PROSPECTIVE CONTRACTOR

1. The County shall not consider a Solicitation response from or make an award to any Prospective Contractor 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 Prospective Contractor shall provide evidence to the contrary within 48 hours upon request. Prospective Contractor shall submit a Solicitation response that conforms in all material respects to the Solicitation.
2. Prospective Contractor 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. Prospective Contractor shall comply with the required delivery period and/or performance period.
3. The County may make such investigations, as it deems necessary and appropriate, to determine the ability of the Prospective Contractor to perform the services and/or furnish the goods and the Prospective Contractor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to inspect the Prospective Contractor's physical facilities prior to award to satisfy questions regarding the Prospective Contractor's capabilities. The County further reserves the right to reject any Solicitation response if the evidence submitted by, or investigations of, the Prospective Contractor fails to satisfy the County that the Prospective Contractor is properly qualified to carry out the obligations of the Contract, and to provide the services and/or furnish the goods.

II.40 SUBCONTRACTORS

The head of Procurement Services shall determine if any portion of a contract may be subcontracted or performed by a party other than the Contractor. Contractors desiring to utilize subcontractors shall submit those subcontractor's business name and address with the Solicitation response. A Contractor shall not use a Subcontractor without prior written approval from the County.

II.41 TAXES

The County is exempt from the payment of any Federal excise or any Virginia sales tax. However, when under established trade practice any Federal excise tax is included in the list price, the Prospective Contractor may quote the list price and shall show separately the amount of Federal tax in its Solicitation response as a flat sum, which the County shall deduct.

II.42 TERMINATION FOR CONVENIENCE OF THE COUNTY

The County may terminate this Contract, or any work or delivery required under this Contract, from time-to-time, in whole or in part, whenever the Director of Finance shall determine that such termination is in the best interest of the

County. Termination, in whole or in part, shall be affected by delivery of a Notice of Termination, signed by the Director of Finance or a designee, mailed or delivered to the Contractor, and specifically stating 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 head of Procurement Services; 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, no later than six (6) months after the effective date of its termination, unless an extension is granted by the head of Procurement Services.

The head of Procurement Services shall determine reasonable costs of termination, including a reasonable amount for profit on goods or services delivered or performed. 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 goods or services not delivered or performed. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the County 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 the Notice of Termination the total of:
 - a. Cost of goods delivered or services performed;
 - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above; and
 - c. A sum as profit on subparagraph 1.a. of this section determined by the head of Procurement Services to be fair and reasonable.
2. The total sum to be paid under 1.a. of this section shall not exceed the Contract price, as reduced by the amounts of payments otherwise made, and as further reduced by the Contract price of goods or services not provided.

In the event that the Contractor is not satisfied with any payments, that the head of Procurement Services shall determine to be due under this clause, the Contractor may appeal any claim 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 that may be suffered. Failure to include such

provisions shall bar the Contractor from any recovery from the County whatsoever for loss or damage sustained by a Subcontractor as a consequence of termination for convenience.

II.43 TERMINATION FOR DEFAULT

Either party may terminate this Contract, without further obligation, for the default of the other party or to agents or employees with respect to any agreement or clause contained herein. In case of a Contractor's failure to the deliver goods or services in accordance with the contract, after due oral or written notice, the County may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

II.44 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The County is bound under the Contract only to the extent of the funds that are available or may become available for the purpose of this Contract. Funding for this Contract in any succeeding fiscal year is subject to appropriation by the Board of County Supervisors. If funds are not appropriated for any succeeding fiscal year, the County may terminate this Contract upon thirty (30) calendar days prior written notice to the Contractor and the County shall be liable only for payments due through the date of termination.

II.45 TESTING AND INSPECTION

The County reserves the exclusive right to conduct any test/inspection it may deem advisable to assure that the goods and services conform to the Contract.

II.46 VENDOR REGISTRATION

Prospective Contractor shall be a registered Prince William County vendor before submitting a response to this Solicitation. Vendors can register themselves at <http://www.pwcgov.org/bid>.

III. ATTACHMENTS

III.1 MINIMUM INSURANCE REQUIREMENTS

Please see the following pages for the Contractor's Minimum Insurance Requirements.

III.2 IFB SUBMISSION FORM

Please see the following pages for the IFB Submission Form to be returned with your bid.

III.3 SCOPE OF WORK

For Scope of Work, please see ATTACHMENT III.3 SCOPE OF WORK

Blanket Purchase Agreement 5066089,
0**III.4 PRICING SCHEDULE**

Please see ATTACHMENT III.4 PRICING SCHEDULE for reference, while prices needs to be entered electronically on iSupplier Portal.

Signatures	
Buyer	Supplier
(Authorized Representative Signature)	(Authorized Representative Signature)
Name	Name
(Title)	(Title)
(Date)	(Date)

**CONTRACT MODIFICATION**

COUNTY CONTRACT NAME: Supply & Installation: Carpet and Floor Covering	MODIFICATION DATE: 5/27/2022
COUNTY CONTRACT NUMBER: 5066089	MODIFICATION NUMBER: 1

The Contract is modified as follows, in accordance with Section 1.4:

1. Extended for a period of one (1) year beginning June 10, 2022 and ending on June 9, 2023.
This is renewal 1 of 4 optional contract renewal periods.
2. Prices are increased by 5.5% per attached Pricing Schedule:

Except as noted herein, all other provisions and pricing remain unchanged.

PRINCE WILLIAM COUNTY REQUESTING DEPARTMENT: Facilities and Fleet Management (FFM), Building & Grounds	CONTRACTOR'S BUSINESS NAME AND ADDRESS: Commercial Carpets of America 885-A South Pickett St. Alexandria, VA 22304 Mr. Ralph Grove, VP rgrove@ccafloors.com
DEPARTMENT'S AUTHORIZED SIGNATURE AND DATE: <u>Matthew F. Villareale</u> Matthew F. Villareale (May 27, 2022 15:59 EDT) Department Director, or authorized	CONTRACTOR'S AUTHORIZED SIGNATURE AND DATE: <u>Ralph P. Grove</u> Ralph P. Grove (May 27, 2022 15:31 EDT)
Head of Procurement Services, or Authorized <u>Adam Manne</u> Adam Manne (May 27, 2022 16:03 EDT) Head of Procurement Services, or Authorized	CONTRACTOR'S NAME AND TITLE: (print) Ralph P. Grove, Executive Vice President

Pricing Schedule (per Modification 1)

#	Item Description	UOM	Old Price	NEW Price
1	Broadloom Group 1, Price Per Square Yard (Est. Qty. in Sq. Yd.)	Each	\$ 14.70	\$ 15.51
2	Broadloom Group 2, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 17.46	\$ 17.81
3	Broadloom Group 3, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 23.29	\$ 23.15
4	Broadloom Group 4, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 28.15	\$ 28.13
5	Tred-Mor Backing (#2580-2, 1/4") Broadloom Optional Pad, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 8.25	\$ 8.25
6	Carpet Tile Group 1, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 17.87	\$ 18.85
7	Carpet Tile Group 2, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 22.11	\$ 23.33
8	Carpet Tile Group 3, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 25.43	\$ 26.83
9	Carpet Tile Group 4, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 28.36	\$ 29.92
10	Carpet Tile Group 5, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 31.57	\$ 33.31
11	Carpet Tile Group 6, Price Per Sq. Yd.(Est. Qty. in Sq. Yd.)	Each	\$ 39.54	\$ 36.95
12	Carpet Tile Group 7 (Includes some walk off Carpet), Price Per Sq. Yd. (Est. Qty. in Sq. Yd.)	Each	\$ 47.35	\$ 45.29
13	Resilient Tile VCT Armstrong: Standard Excelon ,Price Per Square Foot (Est. Qty. in Sq. Ft.)	Each	\$ 1.20	\$ 1.71
14	Bio-Based Tile, Armstrong Migrations & Striations BBT w/Diamonds 10, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 3.61	\$ 4.04
15	LVT Tile Group 1, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 2.70	\$ 3.38
16	LVT Tile Group 2, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 3.25	\$ 3.82
17	LVT Tile Group 3, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 3.96	\$ 4.30
18	LVT Tile Group 4, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 4.32	\$ 5.19
19	Sheet Vinyl Group 1, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 3.87	\$ 4.25
20	Sheet Vinyl Group 2, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 4.40	\$ 5.12
21	Sheet Vinyl Group 3, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 4.80	\$ 7.16
22	Sports Flooring Shaw Rexcourt 6.5 mm, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 4.98	\$ 6.74
23	Rubber Flooring Nora, Tile/rolls Noraplan Eco 2mm Art. 1490 or Art. 2490, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 5.74	\$ 6.06
24	Rubber Flooring Nora, Tile/rolls Nora NP Signa 2mm Art. 1462 or Art. 2462, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 6.32	\$ 6.67
25	Rubber Flooring Nora, Tile/rolls Nora NP Signa 3mm Art. 1463 or Art. 2463, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 8.36	\$ 8.82
26	Rubber Flooring Nora, Tile/rolls Noraplan Sentica 2mm Art. 1700 or Art. 2700, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 6.34	\$ 6.69
27	Rubber Flooring Nora, Tile/rolls Noraplan Sentica 3mm Art. 1701 or Art. 2701, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 8.52	\$ 8.99
28	Rubber Flooring Nora, Tile/rolls Norament 825 3.2 mm or Hammered 2.7 mm Art. 1902 or Art. 1910, Price Per Sq. Ft.	Each	\$ 8.23	\$ 8.68
29	Rubber Flooring Nora, Tile/rolls Norament 926 Arago 3.5 mm Art. 3118, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 11.60	\$ 12.24
30	Rubber Flooring Nora, Tile/rolls Norament 926 Grago 3.5 mm Art. 1880, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 10.28	\$ 10.85
31	Rubber Flooring Nora, Tile/rolls Norament 926 Satura 3.5 mm Art. 1880, Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 10.71	\$ 11.30
32	Rubber Flooring Mannington Colorscape Tiles 18" x 18", Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 7.37	\$ 9.06
33	Rubber Flooring Mannington Colorspec Tiles 18" x 18", Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 8.14	\$ 9.71
34	Rubber Flooring Mannington Teles Tiles 5.8" x 35", Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 8.78	\$ 9.94
35	Rubber Flooring Mohawk True Medi-Flex Tile True Hammered Tile True Slate Tile 3 mm., Price Per Sq. Ft.(Est. Qty. in Sq. Ft.)	Each	\$ 6.51	\$ 7.64
36	Rubber Flooring Mohawk True Medi-Flex Tile, 2 mm., Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 7.82	\$ 9.27
37	Rubber Flooring Mohawk True Medi-Flex Sheet, 2 mm., Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 8.73	\$ 9.78
38	Rubber Flooring Mohawk True Medi-Flex Sheet, 3 mm Rubber., Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 10.03	\$ 12.17
39	Rubber Tread/Risers Nora Norament 926 Round Profile - 4', 5' or 6' wide tread/riser Art. 465,466,467, Price per Lin. Ft.	Each	\$ 20.20	\$ 21.31
40	Rubber Tread/Risers Nora Norament 926 Hammered Profile - 4', 5' or 6' wide tread/riser Art. 468,469,479, Price per Lin. Ft.	Each	\$ 20.20	\$ 21.31
41	Rubber Tread/Risers Nora Norament 926 Grano Hammered Profile - 4', 5' or 6' wide tread/riser Art. 468,469,479, Price per Lin. Ft.	Each	\$ 22.69	\$ 23.94
42	Rubber Tread/Risers Nora Norament Satura Hammered Profile - 4', 5' or 6' wide tread/riser Art. 468,469,479, Price per Lin. Ft.	Each	\$ 22.69	\$ 23.94
43	Rubber Tread/Risers Nora Visually Impaired Strips, Textured., Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 4.34	\$ 4.58
44	Rubber Tread/Risers Nora Visually Impaired Strips, Smooth., Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 5.42	\$ 5.72

45	Rubber Mannington Colorscape Tread Only, Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 14.15	\$ 16.16
46	Rubber Mannington Colorscape Riser Only, Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 6.59	\$ 8.70
47	Rubber Mannington Colorspec Tread Only, Price per Lin. Ft. (Est. Qty. in Lin.Ft.)	Each	\$ 15.84	\$ 17.62
48	Rubber Mannington Colorspec Riser Only, Price per Lin. Ft. (Est. Qty. in Lin. Ft.)	Each	\$ 8.68	\$ 11.39
49	Installation Services Carpet Tile, Price per Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 3.55	\$ 3.55
50	Installation Services Carpet, Broadloom, Direct Glue Down, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 4.10	\$ 4.10
51	Installation Services Carpet, Broadloom, Double Direct Glue Down, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 7.15	\$ 7.15
52	Installation Services Carpet, Strech & Tack Strip, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 4.05	\$ 4.05
53	Resilient Installation, Remove & Recycle/Reclaim Vinyl (tile or sheet), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 0.65	\$ 0.65
54	Skim coat substrate with cementitious underlayment, Price Per Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 0.65	\$ 0.65
55	Resilient Tile, Installation Services, VCT , Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 0.65	\$ 0.65
56	Resilient Tile, Installation Services, LVT (Luxury Vinyl Tile), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.40	\$ 1.40
57	Resilient Tile, Installation Services, LVP (Luxury Vinyl Plank), Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.40	\$ 1.40
58	Resilient Tile, Installation Services, Sheet Vinyl, Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.65	\$ 1.65
59	Installation Services, Vinyl Sports Flooring, Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 2.25	\$ 2.25
60	Installation Services, Rubber Flooring, Price per. Sq. Ft. (Est. Qty. in Sq. Ft.)	Each	\$ 1.95	\$ 1.95
61	Installation Services, Seam Welding, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 4.47	\$ 4.47
62	Installation Services, Stair Tread/Risers, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 5.46	\$ 5.46
63	Carpet Removal & Recycling/Reclamation - Carpet Tile, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 2.05	\$ 2.05
64	Carpet Removal & Recycling/Reclamation - Direct Glue Down, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 2.05	\$ 2.05
65	Carpet Removal & Recycling/Reclamation - Stretch & Tack Strip, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 2.25	\$ 2.25
66	Carpet Removal & Recycling/Reclamation - Double Glue w/Tread-Mor, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 2.90	\$ 2.90
67	Cove Base Furnish and Install, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 1.50	\$ 1.50
68	Cove Base Remove & Recycle, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 0.10	\$ 0.10
69	Reducer/Trasition, Furnish & Install, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 1.30	\$ 1.30
70	Reducer/Trasition, Remove & Recycle, Price Per Linear Foot (Est. Qty. in Lin. Ft.)	Each	\$ 0.10	\$ 0.10
71	Moving/Lifting Furniture, Move Freestanding, Price per. Sq. Yrd.(Est. Qty. in Sq. Yd.)	Each	\$ 3.80	\$ 3.50
72	Moving/Lifting Furniture, Lift Systems, Price per. Sq. Yrd. (Est. Qty. in Sq. Yd.)	Each	\$ 5.90	\$ 5.80
73	Carpet Repairs, Carpet Mechanic, Normal Working Hours, Labor Rate \$ per Hour (Estimated Hours)	Hour	\$ 47.60	\$ 47.60
74	Carpet Repairs, Carpet Mechanic, OFF Hours, Labor Rate per Hour (Estimated Hours)	Hour	\$ 71.40	\$ 71.40
75	Carpet Repairs, Carpet Helper, Normal Working Hours, Labor Rate \$ per Hour (Estimated Hours)	Hour	\$ 34.00	\$ 34.00
76	Carpet Repairs, Carpet Helper, OFF Hours, Labor Rate \$ per Hour (Estimated Hours)	Hour	\$ 51.00	\$ 51.00
77	Percentage % Discount for CARPET products not listed on Pricing List	Percent	25%	25%
78	Percentage % Discount for RESILIENT TILE products not listed on Pricing List	Percent	25%	25%
79	Percentage % Discount for MATERIAL not listed on Pricing List	Percent	25%	25%
80	Miniumum service fee \$, for services or repairs on any single order (Estimated miniumum Service Fees)	Each	\$ 200.00	\$ 200.00












Modification 1, Contract 5066089

Final Audit Report

2022-05-27

Created:	2022-05-27
By:	Maen Abu Hamdan (mabuhamdan@pwcgov.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnSiBeXgtXcCwSCmvpl98DUKEp0V0IMxY

"Modification 1, Contract 5066089" History

-  Document created by Maen Abu Hamdan (mabuhamdan@pwcgov.org)
2022-05-27 - 5:29:30 PM GMT
-  Document emailed to Ralph P. Grove (rgrove@ccafloors.com) for signature
2022-05-27 - 5:30:54 PM GMT
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2022-05-27 - 5:49:50 PM GMT
-  Document e-signed by Ralph P. Grove (rgrove@ccafloors.com)
Signature Date: 2022-05-27 - 7:31:18 PM GMT - Time Source: server
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2022-05-27 - 7:31:20 PM GMT
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2022-05-27 - 7:59:06 PM GMT
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Signature Date: 2022-05-27 - 7:59:26 PM GMT - Time Source: server
-  Document emailed to Adam Manne (amanne@pwcgov.org) for signature
2022-05-27 - 7:59:27 PM GMT
-  Email viewed by Adam Manne (amanne@pwcgov.org)
2022-05-27 - 8:02:35 PM GMT
-  Document e-signed by Adam Manne (amanne@pwcgov.org)
Signature Date: 2022-05-27 - 8:03:02 PM GMT - Time Source: server
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