

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

NOTICE OF AWARD OF CONTRACT

TO: Centrefax, Inc dba Window Décor of Fairfax	DATE ISSUED:	March 22, 2018
11213 Lee Highway	CURRENT CONTRACT NO:	17-347-ITB-LW
Fairfax, VA 22030	CONTRACT TITLE:	Window Treatments

**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.**

Your firm is awarded the above referenced contract in accordance with the response submitted by you on **March 6, 2018**. The contract term covered by this Notice of Award is effective **March 22, 2018** and expires on April 1, 2020 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents.

Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than 3 additional 12-month periods, from April 2, 2020 to April 1, 2023 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. **17-347-ITB-LW** and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

- 1) REFER TO **17-347-ITB-LW** (ATTACHED)

ATTACHMENTS: Centrefax, Inc dba Window Décor of Fairfax Bid Response

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: <u>Courtlandt Overholt</u>	TELEPHONE NO.:	<u>703-352-2588</u>
VENDOR PAYMENT TERMS: NET 30 DAYS	EMAIL ADDRESS:	<u><a href="mailto:court@windowdecor.us">court@windowdecor.us</a></u>
COUNTY CONTACT: <u>Pia Inglis</u>	TELEPHONE NO.:	<u>703-228-3244</u>
	EMAIL ADDRESS:	<u><a href="mailto:pinglis@arlingtonva.us">pinglis@arlingtonva.us</a></u>

CONTRACT AUTHORIZATION

DISTRIBUTION



\_\_\_\_\_  
Date

VENDOR:	1
BID FOLDER:	1
COUNTY CONTACT	1

\_\_\_\_\_  
Shawn Brooks, Esq., CPPB  
Procurement Officer

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

ORIGINAL

AGREEMENT NO. 17-347-ITB-LW

THIS AGREEMENT is made, on the date of execution by the County, between Centrefax, Inc dba "Window Décor of Fairfax" 11213-B Lee Highway, Fairfax VA 22030 ("Contractor") a Virginia Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. **CONTRACT DOCUMENTS**

The "Contract Documents" consist of:

- This Agreement
- Attachment A – Scope of Work
- Attachment B – Contract Pricing

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will 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 party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. **SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Attachment A), the primary purpose of the Work is to provide window treatment, replacements, and repairs. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. **PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. **CONTRACT TERM**

Time is of the essence. The Work will commence on the date of the execution of the Agreement by the County and must be completed no later than April 1, 2020 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the

Agreement under the same contract prices for not more than 3 additional 12-month periods, from April 2, 2020 to April 1, 2023 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment section below and of Attachment B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Attachment A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Attachment B unless otherwise agreed by the parties in writing.

**6. CONTRACT PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until April 2, 2020 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in February of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, whether or not the County has previously elected to extend the Contract's term.

**7. PAYMENT**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 30 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

If the County makes a partial payment, it will retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

**8. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**9. NO WAIVER OF RIGHTS**

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

**10. NON-APPROPRIATION**

All 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 ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

**11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

**12. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

**13. BACKGROUND CHECK**

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

**14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS**

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

**15. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**16. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

**17. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

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

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

**18. SAFETY**

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

**19. TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

**A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

1. **Termination for Unsatisfactory Performance.** If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory

performance by providing written notice with a termination date. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. The Contractor must submit any request for Termination Costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for Termination Costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

#### **B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to Termination Costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

#### **20. INDEMNIFICATION**

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this

section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**21. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**22. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

**23. OWNERSHIP AND RETURN OF RECORDS**

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to



be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

**24. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement 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.

**25. COUNTY EMPLOYEES**

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

**26. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

**27. AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**28. RELATION TO COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**29. ANTITRUST**

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

**30. REPORT STANDARDS**

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

**31. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

**32. ASSIGNMENT**

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

**33. AMENDMENTS**

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**34. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

**35. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for

alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

**36. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

**37. ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

**38. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

**39. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

**40. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

**41. ATTORNEY'S FEES**

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

**42. SURVIVAL OF TERMS**

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION.

**43. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

**44. AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**45. NOTICES**

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

**TO THE CONTRACTOR:**  
Courtlandt Overholt, President  
11213-B Lee Highway  
Fairfax, VA 22030

**TO THE COUNTY:**  
Pia Inglis, Project Officer  
1400 N. Uhle St, Suite 403  
Arlington, VA 22201

**AND**

Michael E. Bevis, Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**46. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**47. ACCESSIBILITY OF WEB SITE**

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

**48. ADA COMPLIANCE**

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. **Access to Programs, Services and Facilities:** The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. **Effective Communication:** Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and

other means of facilitating communications with people who have speech, hearing or vision impairments.

- c. **Modifications to Policies and Procedures:** The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. **No Extra Charges:** The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

#### **49. INSURANCE REQUIREMENTS**

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. **Workers Compensation** - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. **Commercial General Liability** - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. **Business Automobile Liability** - \$1,000,000 combined single-limit (owned, non-owned and hired).
- a. **Additional Insured** - The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- b. **Cancellation** - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- c. **Claims-Made Coverage** - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- d. **Contract Identification** - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all 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 Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

**50. COUNTERPARTS**

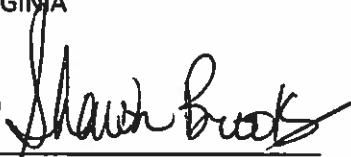
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:


THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

CENTREFAX, INC DBA WINDOW DÉCOR OF FAIRFAX

AUTHORIZED  
SIGNATURE:



AUTHORIZED  
SIGNATURE:



NAME: MICHAEL E. BEVIS  
TITLE: PURCHASING AGENT

NAME AND  
TITLE: Countlandt N. Overholt - president

DATE: 3/21/15

DATE: 3-19-18

## ATTACHMENT A - SCOPE OF WORK

### **A. PURPOSE**

The purpose of this Agreement is to secure a Contractor to purchase, replace, install and/or repair horizontal/vertical blinds, shades or panel tracks. This Work also includes the purchase, replace, install and/or repair of electrical components, devices, and accessories for motorized operators. The Contractor shall provide all necessary skilled labor, supervision, tools, and equipment to receive, repair, replace, assemble and disassemble, and store new window treatments.

### **B. CONTRACTOR'S GENERAL SERVICE REQUIREMENTS**

The Contractor shall have the following responsibilities:

1. Provide at their expense all supervision, labor, material, tools (per each installer), equipment, machinery, transportation and other facilities and services necessary to fully complete the services request.
2. Be responsible for the receiving, offloading, inventory, un-wrapping, staging, storage and installation of new window treatments.
3. Be responsible for checking, noting and resolving any discrepancies in orders upon delivery of the goods. The Contractor shall be fully responsible for receipt, inspection and safeguard of the order. Losses sustained by the County due to the Contractor's failure to resolve discrepancies will be offset from the Contractor's monthly invoices.
4. The Contractor shall deliver the goods within thirty (30) calendar days after receipt of order.
5. Coordinate all activities with the County Project Officer.
6. Deliver blinds in factory packages, marked with manufacturer and product names, and fire-test response characteristics.
7. Install window coverings and hardware in accordance with manufacturer's specifications, standards, and procedures.
8. Provide adequate clearance between sash and blinds to permit unencumbered operation of sash hardware.
9. Ensure all installations are installed straight, level, plumb, and in a workmanlike manner and adjust blinds to operate smoothly, easily, safely and free from binding or malfunction throughout entire operational range.
10. Clean blind surfaces after installation, according to manufacturer's written instructions.
11. Be responsible for the removal of all the debris and waste accumulated as result of Contractor's operations.
12. Ensure that the Contractor's vehicles shall be fully insured and only be driven by the operators who have valid VA, DC or MD driver's license with the necessary types of endorsements.
13. Be responsible for all damages resulting from the Contractor inferior workmanship and or negligent handling. All damages shall be corrected within 2 months at no cost to the County.
14. Only use the specified freight elevators, elevators, or stairwells specified by the County Project Officer.

15. Be responsible for the removal and disposal of damaged window treatments (blinds, screened shades, etc.)
16. Be responsible for the replacement of existing blinds that are not able to be repaired. If the Contractor is not a distributor of the existing window treatment, then the Contractor shall replace the existing window treatment with a replacement suitable to the County at the contract prices.

#### **C. COUNTY'S RESPONSIBILITIES**

The County shall have the following responsibilities:

1. Inspect and approve all work to insure compliance with city standards, as well as all federal, state, and local regulations.
2. Provide the final sign-off and acceptance of any and all work on behalf of the County.
3. The County Project Officer will conduct a walkthrough at the start of the job and at the completion to assess the quality of work and damages.
4. Work with the Contractor in the attempt to reduce the risk of changes, claims, and extra costs.
5. Provide notice to the Contractor to pick up materials when required.
6. When specific tasks are being completed, the County will issue to the Contractor daily notices for work to be performed the next work day.

#### **D. HOURS OF OPERATIONS**

1. Regular work hours under this Contract are defined as 7:00 a.m. to 5:00 p.m., Monday through Friday, except weekends and County-observed holidays. County may schedule the work based on the specific requirements for each project during regular business hours, evenings, weekdays, weekends or County-observed holidays. Some County facilities are only accessible at different hours, including some with twenty-four (24) hour access.
2. The Contractor shall coordinate and maintain frequent communication with the County Project Officer, confirming completed tasks and updating tasks start and finish times when in variance with submitted work schedule.
3. The Contractor shall be responsible for notifying the County in at a minimum twenty four (24) hours in advance for personnel relocations.
4. Regular shifts contain up to eight (8) work hours, the Contractor shall invoice the County for the actual number of hours during which work was performed (i.e. if the shift consisted of four (4) working hours, then the invoice shall be for those four (4) hours). The Contractor may request overtime pay should the Contractor's crew stay and work beyond eight (8) consecutive hours.
5. The County Project Officer must approve all overtime request in writing prior to the actual work being performed.

#### **E. OVERTIME WORK**

Work authorized in advance by the County Project Officer or designee to be performed on a time and material basis outside of regular work hours shall be paid at the overtime hourly labor rate(s) provided on the Bid Form. The Contractor shall not perform overtime



work for any reason without the advance approval of the County Project Officer or designee. Work performed outside of regular work hours without the advance approval of the Project Officer or for the Contractor's convenience shall be paid at straight-time hourly labor rate(s) only.

**F. CONTRACTOR'S STAFFING REQUIREMENTS:**

1. The Contractor shall screen and employ only qualified personnel who are skilled in the Work required under this Contract and acceptable to the County. Minimum personnel qualifications shall be as follows:
  - a. Supervisor – Minimum of three (3) years of experience. The Supervisor must be fluent in English to communicate with the County Project Officer and County staff. The Supervisor must have a working mobile phone.
  - b. Installer - Minimum of 1 year of experience.
2. The Contractor shall immediately remove any employee the County determines to be unacceptable. The name and qualifications of any new employee shall be provided to the County no more than ten (10) days following employee's assignment.
3. The Contractor's employees shall, at all times during the performance of services under this contract, wear a uniform that clearly identifies the Contractor's company name. Additionally, the Contractor shall provide each employee with an identification badge, which includes a photograph of the employee and Contractor's telephone number, which shall also be worn at all times by the employees. Contractor's employees shall comply with this requirement at all times while on County property.
4. The Contractor shall assure that its employees follow all security procedures applicable for the building in which they perform the work.
5. The Contractor agrees to provide the County Project Officer a list of employees assigned to work under this contract with their full name. The Contractor shall update this list of employees as needed.
6. The Contractor shall notify the Project Officer, by phone and in writing, when a permanent change in management or supervisory personnel assigned to this contract is to occur and provide the name and resume of the replacement personnel.
7. The Supervisor or Lead Installer shall be able to communicate in and understand English (both verbal and written). The Supervisor or Lead Installer must be able to follow direction and convey instructions to installers, and must be able to ask questions and explain actions to the County Project Officer.
8. The Supervisor shall be responsible for all keys and access cards assigned by the County Project Officer to unlock spaces, and for locking the work area before leaving. If the Supervisor or any of the Contractor's employees lose any keys, the Contractor shall be liable for the total cost of re-keying the entire area of the Facility affected. Key(s) must be returned daily to the County Project Officer or a designated County employee.
9. The Supervisor shall be responsible for the conduct and performance of the Contractor's employees, and compliance with the following rules:
  - a. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in any County facility;
  - b. No loud or boisterous conduct of Contractor's employees will be permitted;
  - c. Contractor's employees shall not use or tamper with office machines, equipment or County employees' personal property at any time;

- d. Contractor's employees shall not use the County's business telephones at any time except to contact the County Project Officer.
- e. Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, assistants, or any other person unless said person is a Contractor employee assigned to this contract; and
- f. Contractor's employees shall limit their communication to the County staff to information for the personnel to conduct their work.
- g. The County reserves the right to require the removal of any Contractor's employee from the assignment to this contract who is determined to be incompetent, careless, insubordinate or otherwise objectionable to the County Project Officer, or whose conduct is contrary to consistent good relations with the County or the general public. The Contractor's Supervisor shall remove such employee from the County premises immediately at the direction of the County Project Officer.
- h. The County reserves the right to go outside of this contract if the original Contractor cannot provide adequate staffing during heavy seasons or for lack of response or inadequate service.

#### **G. WORKMANSHIP AND INSPECTION**

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless. Further, the County may, from time to time, make inspections of the work performed under this contract. Inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

**NOTE:** The County's Quality Assurance (Q/A) Program (inspections and evaluations) is not a substitute for a Quality Control Program provided by the Contractor, and does not relieve the Contractor from the responsibility of satisfactorily performing the services specified in the Contract.

#### **H. CONTRACTOR RATES**

The rates shall apply to the actual hours at the jobsite, for work performed, portal to portal charges shall not be allowed.

#### **I. INVOICES**

The invoices shall, at a minimum, contain the following information:

1. Project location – building name, address, and job ticket#;
2. Description of work performed;
3. Date work performed;
4. Name of each supervisor and installer and time actually worked;
5. Name of Project designer.

Pricing Schedule  
17-347-ITB-LW

The below items are a sampling of the products most ordered by the County. The County exercises the right to purchase more items not listed from the Contractor's Manufacturer's Catalog. The prices provided in the bid shall be fully burdened, e.g. including all payroll, taxes, benefits, & overhead. Additionally, the price must include any fee related to the equipment's installation, delivery/shipping, and disposal.

Item No.	Description	Quantity (1-4)	Quantity (5-24)	Quantity (25+)	Extended Total
1	Hunter Douglas 1" Aluminum Blind (36" x 72") <u>(Solid Color)</u> or Approved Equal	\$129.00	\$113.00	\$97.00	\$339.00
2	Hunter Douglas 1" Aluminum Blind (36" x 72") <u>(Brushed Aluminum)</u> or Approved Equal	\$144.00	\$126.00	\$108.00	\$378.00
3	Right Track E Screen 5% Roller Shades with a R-Series Fascia System (36" x 72")	\$380.00	\$342.00	\$319.00	\$1,041.00
4	Electroshade Motorized System (Screen) (36" x 72")	\$670.00	\$627.00	\$585.00	\$1,882.00
<b>Grand Total</b>					<b>\$3,640.00</b>
<b>Delivery Schedule:</b> State the earliest firm delivery schedule in calendar days after receipt of order. Bidders are required to state the time of proposed delivery. Failure to do so may result in the bid being rejected as "Non-Responsive".					<b>21 Calendar Days</b>
<b>Manufacturer's Discount:</b> Provide a Percentage Discount on other unlisted items not listed above.					<b>\$0.00</b>