NOTICE OF AWARD OF CONTRACT

TO: COMMERCIAL CARPETS OF AMERICA
430 S. PICKETT ST., PO BOX 9010
ALEXANDRIA, VA 22304

DATE ISSUED: JULY 26, 2011
CURRENT REFERENCE NO: 538-12

DES - FLOOR COVERINGS: REPLACE, FURNISH & INSTALL

PRIOR REFERENCE NO: N/A

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 your signature of Agreement No. 538-12 on July 25, 2011. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JULY 31, 2012.

This is the FIRST year award notice of a possible TWO year contract.

The contract documents consist of the terms and conditions of Agreement No. 538-12, including any exhibits attached or amendments thereto.

CONTRACT PRICING:

REFER TO EXHIBIT A, FAIRFAX COUNTY CONTRACT NO. RQ08-972529-22A

ATTACHMENT:

AGREEMENT NO. 538-12

EMPLOYEES NOT TO BENEFIT:

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

<table>
<thead>
<tr>
<th>VENDOR CONTACT: SHARON PETERS</th>
<th>VENDOR TEL. NO.: 703-212-6382</th>
</tr>
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<tr>
<td>VENDOR PAYMENT TERMS: NET 30 DAYS</td>
<td>VENDOR FAX. NO.: 703-823-8504</td>
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<tr>
<td>TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1148713</td>
<td></td>
</tr>
<tr>
<td>EMAIL ADDRESS: <a href="mailto:SPETERS@CCAPFLOORS.COM">SPETERS@CCAPFLOORS.COM</a></td>
<td></td>
</tr>
<tr>
<td>COUNTY CONTACT: PIA INGLIS</td>
<td>COUNTY TEL. NO.: 703-228-3244</td>
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<tr>
<th>CONTRACT AUTHORIZATION</th>
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<td>MARYAM AHORIY</td>
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<tr>
<td>PROCUREMENT OFFICER</td>
<td>7/26/11</td>
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<tr>
<td>DATE</td>
<td>VENDOR: 1</td>
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<td>BID FOLDER: 2</td>
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</table>
RIDER AGREEMENT NO. 538-12

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Commercial Carpets of America, Inc., 430 South Pickett Street, PO Box 9010, Alexandria, VA 22304 ("Contractor"), a Virginia corporation 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 and quantity(ies) 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 (Fairfax County, VA contract RQ08-972529-22A: Floor Coverings-Replace, Furnish and Install) together with any exhibits and amendments issued or applicable thereto ("Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Fairfax County, VA extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Fairfax County, VA, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrases "Board of Supervisors of Fairfax County" or "Fairfax County" wherever those phrases appears in the Contract Documents. 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 of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM
The Contractor's work for the County ("Work") shall commence on the date of execution of this Agreement by the County and be completed no later than July 31, 2012 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than one (1) additional twelve (12) month period from August 1, 2012 to July 31, 2013 (Such period shall be referred to as a "Subsequent Contract Term").

3. 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, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.
4. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of 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. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and expense.

5. NON-APPROPRIATION
All funds for payments by the County under 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.

6. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor 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 (7) 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 shall accrue at the rate of one percent (1%) per month.

The Contractor shall 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 the above provisions 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.

7. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
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 related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

8. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

9. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor 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.

10. INDEMNIFICATION
The Contractor covenants for itself, its employees, and 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" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, 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 work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

11. RELATION TO COUNTY
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, 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, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

12. DISPUTE RESOLUTION
All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. 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 sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work
pending any decision of the Project Officer, County Manager, County Board, or a court of law.

13. **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.

14. **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:**

Commercial Carpets of America
430 South Pickett Street
Alexandria, VA 22304

**TO THE COUNTY:**

The County Project Officer
Pia Inglis
1400 N Uhle St
Suite 403
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

15. **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.

16. **INSURANCE REQUIREMENTS**
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this
Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers 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. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers 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 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Product’s Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies except Workers Compensation and Auto and Professional Liability; evidence of the Additional Insured endorsement shall be typed on the certificate.

e. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: “It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia.” If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor’s notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance through the Contract term is grounds for termination of the Contract.

f. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

g. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to
request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contract work.

The Contractor shall be 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 directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverage(s) are submitted to and acceptable to the County. The Contractor must provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

17. **COST PLUS PERCENTAGE OF COST PROHIBITED**

Pursuant to Virginia Code Section 2.2-4331, the Contractor understands and agrees that payment to the Contractor under this Contract on a cost-plus-a-percentage-of-cost basis is specifically prohibited, and any reference to payment on a cost-plus-a-percentage-of-cost basis in any of the Contract Documents is hereby explicitly deleted.

All charges for materials, equipment rental, or subcontractors under this Contract shall be based on the actual cost of the materials, equipment, or subcontractors. No additional costs of any kind will be allowed. Upon the County’s request, the Contractor must provide supporting invoices/receipts for materials, equipment rental or subcontractor charges.
WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 7/26/11

COMMERCIAL CARPETS OF AMERICA, INC.

TAXPAYER ID (EIN): 54-1148713

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: Mike Reinke, President
DATE: 07/25/2011
Commercial Carpets of America  
430 South Pickett Street.  
P.O. Box 9010  
Alexandria, VA 22304

Attention: Mike Reinke, Sr. Vice President

Reference: IFB08-972529-22 – Floor Coverings- Replace, Furnish and Install

Dear Mr. Reinke:

ACCEPTANCE AGREEMENT  
Contract Number: RQ08-972529-22A

This acceptance agreement signifies a contract award, to Commercial Carpets of America in its entirety. The period of the contract is from Date of Award through July 31, 2013

The contract award shall be in accordance with;  

1) This Acceptance Agreement;  
2) The terms and conditions of IFB08-972529-22 and any addenda;  
3) The Pricing Schedule of Commercial Carpets of America

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm as service is needed. Contract award documents may be viewed on the Department of Purchasing and Supply Management website at www.fairfaxcounty.gov/dpsm/contracts.htm.

Steve Pierson, CPPB, VCO  
Contracts Manager

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

Department of Purchasing and Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035  
Website: www.fairfaxcounty.gov/dpsm  
Phone: 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228
CONTRACT TITLE: Floor Coverings-Replace, Furnish and Install

CONTRACT NUMBER: RQ08-972529-22A

COMMODITY CODE: 36010, 36020

CONTRACT PERIOD: Date of Award through July 31, 2013

RENEWALS: N/A

SUPERSEDES CONTRACT: RQ01-487930-17A-C

CONTRACTOR:

A. Commercial Carpets of America
430 South Pickett Street
P.O. Box 9010
Alexandria, VA 22304

Contact: Mike Reinke
Telephone: 703-212-6377
Fax: 703-823-8335
mreinke@carpetcaa.com

Payment Terms: 1% for payment 15 days net 30 days
PRICES: See Attached
FOB: Destination

VENDOR CODE:

B54-1148713-01
DPSM CONTACT: Lander Napper, Contract Specialist
Telephone: 703-324-3276
Fax: 703-324-3228
E-mail: lander.napper@fairfaxcounty.gov

ORDERING INSTRUCTIONS:
Any county department may enter into iCASPS (County and Schools Procurement System) a purchase requisition indicating the item/service required, the quantity, the payment terms and the delivery date. The purchase requisition must be annotated with the contract number.

Requests exceeding the small purchase threshold will be routed to DPSM and a purchase order will be executed.

Lander Napper
Contract Specialist

DISTRIBUTION:
Dept. of Finance – Accounts Payable/e
Facilities Management Department
  • Barry Hickey
  • Craig Carlin
Fairfax County Public Schools Logistical Services
  • C. Compton
Park Authority Purchasing
  • Thuy Ha
Department of Housing
  • Frank Grimes
Mclean Community Center
  • Joe McGovern
Reston Community Center
  • Renata Wojcicki
Dept. of Public Works and Environmental Services
  • Dennis McGaha
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Delivery/installation for IN STOCK items: Days After receipt of Order (ARO) (Reference Paragraph 7 of the Special Provisions.) __10_____ Days

Delivery/installation for OUT OF STOCK items: Days After receipt of Order (ARO) (Reference Paragraph 7 of the Special Provisions.) __30-45__ Days

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq./yd:
Delivery time: __14__ Days
Extra Cost: $ None

For orders of 1,000 sq./yd or more:
Delivery time: __21__ Days
Extra Cost: $ None
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Delivery/Installation for IN STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) _______ 7 _______ Days

Delivery/Installation for OUT OF STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) _______ 30-45 _______ Days

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq./yd:

- Delivery time: _______ 7 _______ Days
- Extra Cost: $ None

For orders of 1,000 sq./yd or more:

- Delivery time: _______ 21 _______ Days Extra Cost: $ None
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Delivery/Installation for IN STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.)  7 Days

Delivery/Installation for OUT OF STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.)  30-45 Days

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq/yd:
Delivery time: 7 Days
Extra Cost: None

For orders of 1,000 sq/yd or more:
Delivery time: 14 Days
Extra Cost: None
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Section D-Part Il Specifications for Patcraft's Commercial Carpet Tile (Furnish Only)

| 41  | Entry Collection:                 | 100      | sq./yd| $18.93     |
|     | Scholastic II Tile                |          |       |            |
|     | Socrates II Tile                  |          |       |            |
|     | Pinstripe Tile                    |          |       |            |
|     | Tweed Tile                        |          |       |            |
|     | Honoreum II 26 Tile               |          |       |            |
|     | Color Your World Tile             |          |       |            |
| 42  | Standard Collection:              | 100      | sq./yd| $21.96     |
|     | Dazzle Tile                       |          |       |            |
|     | In Motion Tile                    |          |       |            |
|     | Poetry Tile                       |          |       |            |
|     | Razzle Tile                       |          |       |            |
|     | Splish Tile                       |          |       |            |
|     | This Way Tile                     |          |       |            |
|     | Twist & Shout Tile                |          |       |            |
| 43  | Upgrade Collection:               | 100      | sq./yd| $22.95     |
|     | Linea Tile                        |          |       |            |
|     | Color Still Matters Tile          |          |       |            |
|     | Don't Run Tile                    |          |       |            |
|     | Eighth Heaven Tile                |          |       |            |
|     | Wait Right In Tile                |          |       |            |
| 44  | Office Collection:                | 100      | sq./yd| $23.25     |
|     | Cloisonne Tile                    |          |       |            |

Delivery/Installation for IN STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions) 7 Days
Delivery/Installation for OUT OF STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions) 30-45 Days
If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq./yd:
- Delivery time: 7 Days
- Extra Cost: None

For orders of 1,000 sq./yd or more:
- Delivery time: 14 Days Extra Cost: None
### Section E: Specifications for Additional Requirements

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<td>(Labor) Installation of carpet tile during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
<td>sq./yd</td>
<td>$4.25</td>
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<td>(Labor) Installation of carpet tile after normal working hours, including weekends and holidays</td>
<td>sq./yd</td>
<td>$5.25</td>
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<td>(Labor) Installation of broadloom carpet during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
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<td>$4.50</td>
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<td>(Labor) Installation of broadloom carpet after normal working hours, including weekends and holidays</td>
<td>sq./yd</td>
<td>$5.50</td>
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<td>(Labor) Take up existing carpet including carpet tiles during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
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<td>(Labor) Take up existing carpet (Broadloom) during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
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<td>(Labor) Take up existing carpet (Broadloom) after regular working hours including weekends and holidays</td>
<td>sq./yd</td>
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<td>(Labor) Take up existing carpet (Broadloom) that used hot-melt or other premium grade adhesives during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
<td>sq./yd</td>
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<td>Labor to take up existing carpet (Broadloom) that used hot-melt or other premium grade adhesives after regular working hours including weekends and holidays</td>
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<td>Floor patching and/or repairs to include provision of any necessary materials during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
<td>sq/yd</td>
<td>$1.50</td>
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<td>Floor patching and/or repairs to include provision of any necessary materials after regular working hours including weekends and holidays</td>
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**Delivery Days A/R/O for above material and services:** 7 days

*(Reference Paragraph 4 of the Special Provisions)*
**SECTION F Office Furniture Moving**

| 63 | Furniture Moving for light job (Less than or equal to 50% sq/yd of floor area covered with furniture) during regular working hours Monday through Friday from 7:30 AM to 5:00 PM | sq/yd | $1.95 |
| 64 | Furniture Moving for heavy job (Greater than 50% sq/yd of floor area covered with furniture) during regular working hours Monday through Friday from 7:30 AM to 5:00 PM | sq/yd | $3.25 |
| 65 | Furniture Moving for light job (Less than or equal to 50% sq/yd of floor area covered with furniture) after during regular working hours including weekends and holidays | sq/yd | $2.25 |
| 66 | Furniture Moving for heavy job (Greater than 50% sq/yd of floor area covered with furniture) after during regular working hours including weekends and holidays | sq/yd | $3.45 |

**SECTION G Service for the Installation of Carpet Tiles in Office Space with Systems Furniture**

| 67 | Labor to take up existing carpet tile, apply pressure sensitive adhesive, and install new carpet tile during regular working hours Monday through Friday 7:00 AM to 5:00 PM | sq/yd | $13.85 |
| 68 | Labor to take up existing carpet tile, apply pressure sensitive adhesive, and install new carpet tile after regular working hours including weekends and holidays | sq/yd | $13.85 |
| 69 | Labor to take up existing carpet (Broadloom), apply pressure sensitive adhesive, and install new carpet tile during regular working hours Monday through Friday 7:00 AM to 5:00 PM | sq/yd | $14.85 |
| 70 | Labor to take up existing carpet (Broadloom), apply pressure sensitive adhesive, and install new carpet tile after regular working hours including weekends and holidays | sq/yd | $14.85 |
| 71 | Labor to take up existing carpet (Broadloom) rubber backed or carpet that used hot-melt or other premium grade adhesives, apply pressure sensitive adhesive, and install new carpet tile during regular working hours Monday through Friday 7:00 AM to 5:00 PM | sq/yd | $5.85 |
| 72 | Labor to take up existing carpet (Broadloom) rubber backed or carpet that used hot-melt or other premium grade adhesives, apply pressure sensitive adhesive, and install new carpet tile after regular working hours including weekends and holidays | sq/yd | $5.85 |
### SECTION H - "OPTIONAL ITEMS to be Bid for Sections "A" - "D"

<table>
<thead>
<tr>
<th>NO.</th>
<th>METHOD OF CLEANING/OTHER CHARGES</th>
<th>PRICE PER SQ FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>73</td>
<td>Steam Cleaning (incl water extraction)</td>
<td>$0.09</td>
</tr>
<tr>
<td>74</td>
<td>Shampooing (rotary brush)</td>
<td>$0.08</td>
</tr>
<tr>
<td>75</td>
<td>Dry Compound (Capture, Host, or equivalent)</td>
<td>$0.09</td>
</tr>
<tr>
<td>76</td>
<td>Dry Foam method</td>
<td>$0.08</td>
</tr>
<tr>
<td>77</td>
<td>Absorbent Pad or Bonnet</td>
<td>$0.07</td>
</tr>
<tr>
<td>78</td>
<td>Post-cleaning treatments (deodorants or soil/stain protectors)</td>
<td>$0.04</td>
</tr>
<tr>
<td>79</td>
<td>Minimum Trip Charge - Weekdays</td>
<td>$222.00/Trp</td>
</tr>
<tr>
<td>80</td>
<td>Minimum Trip Charge - Nights/Weekend/Holiday</td>
<td>$333.00/Trp</td>
</tr>
<tr>
<td>81</td>
<td>Surcharge (per sq. ft.) Weekends, Holidays, Midnight-6:00 am</td>
<td>$0.03/Trp</td>
</tr>
</tbody>
</table>

At the request of the County, carpet appearance retention and remedial actions may be requested. Services may include, but are not limited to, monthly, bimonthly, quarterly, and annual basis to increase the useful life of carpet purchased. All work must be approved by the County prior to initiating these services. Although pricing above is based upon specific-use, various methods may/will be employed to provide the best result for each facility. Post-cleaning treatments may be provided if specifically requested by the County and applied according to manufacturer’s instructions. Furniture moving to access carpet underneath shall be considered part of the normal job at no additional expense to the County. Special attention to heavily soiled or stained areas should also be included in the cost above.

**NOTE:** Carpet cleaning and/or remedial action shall be in accordance with the Institute of Inspection, Cleaning & Restoration Certification (IICRC) Carpet Cleaning Standard S001 (Standard Reference Guide for Professional Materials [latest issue]) for all aspects not specifically covered by manufacturer’s recommendations. For more information contact the IICRC at 2715 East Mill Plain Blvd., Vancouver, WA 98682.

### PART II

#### Specifications for VCT Flooring

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>82</td>
<td>&quot;Armstrong Standard Excelon Imperial Textures VCT 1/8&quot; - Labor to install</td>
<td>1</td>
<td>sq/ft</td>
<td>$1.69</td>
</tr>
<tr>
<td></td>
<td>during regular working hours, VCT and adhesive included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>83</td>
<td>&quot;Armstrong Standard Excelon Imperial Textures VCT 1/8&quot; - Labor to install</td>
<td>1</td>
<td>sq/ft</td>
<td>$2.01</td>
</tr>
<tr>
<td></td>
<td>after regular working hours, VCT and adhesive included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>84</td>
<td>Minimum order of $0</td>
<td>1</td>
<td>ea</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

Sold in full cartons only - Standard carton size 45 sf

Delivery/Installation for IN STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) **7 Days**

Delivery/Installation for OUT OF STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) **14 Days**

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq./ft:

Delivery time: **7** Days

Extra Cost: **None**

For orders of 1,000 sq./ft or more:

Delivery time: **14** Days

Extra Cost: **None**
## Section J (Required to also Bid Sections 'P' & 'Q')

### Specifications for 
*Sheet Vinyl Flooring*

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>85</td>
<td><em>Armstrong Connection Corlon Sheet Vinyl - Sheet Vinyl, S-599 Adhesive and labor to install during regular working hours is included</em></td>
<td>1</td>
<td>sq./ft</td>
<td>$3.68</td>
</tr>
<tr>
<td>86</td>
<td><em>Armstrong Connection Corlon Sheet Vinyl - Sheet Vinyl, S-599 Adhesive and labor to install after regular working hours is included</em></td>
<td>1</td>
<td>sq./ft</td>
<td>$4.20</td>
</tr>
<tr>
<td>87</td>
<td>Minimum order of $</td>
<td>1</td>
<td>ea.</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

**Delivery/Installation**
- **IN STOCK items Days After receipt of Order (ARO):** Reference Paragraph 4 of the Special Provisions.
- **OUT OF STOCK items Days After receipt of Order (ARO):** Reference Paragraph 4 of the Special Provisions.

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq./ft:

- **Delivery time:** 7 Days
- **Extra Cost:** None

For orders of 1,000 sq./ft or more:

- **Delivery time:** 14 Days
- **Extra Cost:** None
### Section K
Specifications for Wilsonart Laminate Flooring

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>88</td>
<td>&quot;Wilsonart Commercial Planks 5&quot;</td>
<td>1</td>
<td>sq./ft</td>
<td>$4.56</td>
</tr>
<tr>
<td>89</td>
<td>&quot;Wilsonart Commercial Planks 7 3/4&quot;</td>
<td>1</td>
<td>sq./ft</td>
<td>$4.56</td>
</tr>
<tr>
<td>90</td>
<td>&quot;Wilsonart Commercial Tile 15 1/2&quot;</td>
<td>1</td>
<td>sq./ft</td>
<td>$5.03</td>
</tr>
<tr>
<td>91</td>
<td>Wilsonart Commercial Carpet Transitions 8' piece</td>
<td>1</td>
<td>ea</td>
<td>$104.00</td>
</tr>
<tr>
<td>92</td>
<td>Wilsonart Commercial End Cap, T-Expansion or Transition Strip - 8' piece</td>
<td>1</td>
<td>ea</td>
<td>$104.00</td>
</tr>
<tr>
<td>93</td>
<td>Wilsonart Commercial Quarter Round - 95' piece</td>
<td>1</td>
<td>ea</td>
<td>$104.00</td>
</tr>
<tr>
<td>94</td>
<td>Wilsonart Commercial Cushion - 100 sf roll</td>
<td>1</td>
<td>ea</td>
<td>$64.00</td>
</tr>
<tr>
<td>95</td>
<td>Wilsonart Commercial Cushion - 600 sf roll</td>
<td>1</td>
<td>ea</td>
<td>$295.00</td>
</tr>
<tr>
<td>96</td>
<td>Installation of Wilsonart Commercial Laminate Flooring and Cushion during regular working hours</td>
<td>1</td>
<td>sq./ft</td>
<td>$2.75</td>
</tr>
<tr>
<td>97</td>
<td>Installation of Wilsonart Commercial Laminate Flooring and Cushion after regular working hours</td>
<td>1</td>
<td>sq./ft</td>
<td>$3.25</td>
</tr>
<tr>
<td>98</td>
<td>Installation of Commercial Transition</td>
<td>1</td>
<td>l/f</td>
<td>$2.00</td>
</tr>
<tr>
<td>99</td>
<td>Minimum order of $_____________________________</td>
<td>1</td>
<td>ea</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

*Sold in Full Cartons - 12.80 sf/ctn
**Sold in Full Cartons - 20 sf/ctn
***Sold in Full Cartons - 15 sf/ctn

Delivery/Installation for IN STOCK Items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) 7 Days

Delivery/Installation for OUT OF STOCK Items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) 21 Days

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq./ft:

Delivery time: 7 Days

Extra Cost: None

For orders of 1,000 sq./ft or more:

Delivery time: 21 Days

Extra Cost: None
<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Norament Tiles - Value/Heavy Traffic:</td>
<td>1</td>
<td>sq./ft</td>
<td>$5.55</td>
</tr>
<tr>
<td></td>
<td>825 Round</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>825 Hammered</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>101</td>
<td>Norament Rolls - Performance/Extra Heavy Traffic</td>
<td>1</td>
<td>sq./ft</td>
<td>$6.96</td>
</tr>
<tr>
<td></td>
<td>925 Round</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>925 Grano Hammered</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>925 Lago Hammered</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>102</td>
<td>Noraplan Tiles &amp; Rolls - Value/Performance Collection:</td>
<td>1</td>
<td>sq./ft</td>
<td>$2.95</td>
</tr>
<tr>
<td></td>
<td>Eco Tile</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Eco Roll</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>103</td>
<td>Noraplan Tile &amp; Rolls - Design/Performance Collection:</td>
<td>1</td>
<td>sq./ft</td>
<td>$4.05</td>
</tr>
<tr>
<td></td>
<td>Uni Tile</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Uni Roll</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stone Tile</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stone Roll</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Classic Tile</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Classic Roll</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Logic Tile</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Logic Roll</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fossil Tile</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fossil Roll</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>104</td>
<td>Norament One-piece Nosing-Tread-Riser</td>
<td>1</td>
<td>if</td>
<td>$11.85</td>
</tr>
<tr>
<td></td>
<td>Stairtread 3', 4', 5' or 6' Round</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stairtread 3', 4', 5' or 6' Hammered</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>105</td>
<td>310PU Polyurethane 2 gallon adhesive</td>
<td>1</td>
<td>ea</td>
<td>$149.67</td>
</tr>
<tr>
<td>106</td>
<td>410 Acrylic 4 gallon adhesive</td>
<td>1</td>
<td>ea</td>
<td>$121.32</td>
</tr>
<tr>
<td>107</td>
<td>Steptfix Stairtread adhesive film</td>
<td>1</td>
<td>ea</td>
<td>$143.41</td>
</tr>
</tbody>
</table>

Delivery/Installation for IN STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) 10 Days

Delivery/Installation for OUT OF STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) 30 Days

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq./yd:

Delivery time: 10 Days

Extra Cost: None

For orders of 1,000 sq./yd or more:

Delivery time: 30 Days

Extra Cost: None
## Specifications for Rexcourt Flooring (Furnish Only)

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>108</td>
<td>Rexcourt G-6000 Series:</td>
<td>1</td>
<td>sq./ft</td>
<td>$4.95</td>
</tr>
<tr>
<td></td>
<td>*Wood 6.5 mm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>*Solid 6.5 mm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>109</td>
<td>Rexcourt Adhesive 4 gallon</td>
<td>1</td>
<td>ea</td>
<td>$87.07</td>
</tr>
<tr>
<td>110</td>
<td>Welding Rod – 200 ft coil</td>
<td>1</td>
<td>ea</td>
<td>$95.91</td>
</tr>
<tr>
<td>111</td>
<td>Minimum order of</td>
<td>1</td>
<td>ea</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

*Sold in full and 1/2 rolls only - Standard Roll size 5'11" x 49'3"*

Delivery/Installation for IN STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.)  **14 Days**

Delivery/Installation for OUT OF STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.)  **45 Days**

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq./yd:
- Delivery time: **14 Days**
- Extra Cost: $  

For orders of 1,000 sq./yd or more:
- Delivery time: **45 Days**
- Extra Cost: None
## Section H; Specifications for Installation of Interceramics Ceramic Tiles (Distributed by Mosaic Tile Company)

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>112</td>
<td>IC Ultra White 700 - IGMAICBU</td>
<td>sq/ft</td>
<td>$2.45</td>
</tr>
<tr>
<td>113</td>
<td>IC White 701 - IGMAICGW</td>
<td>sq/ft</td>
<td>$2.45</td>
</tr>
<tr>
<td>114</td>
<td>IC Bone 710 - IGMAICBU</td>
<td>sq/ft</td>
<td>$2.45</td>
</tr>
<tr>
<td>115</td>
<td>IC Smoke 724 - IGMAICO</td>
<td>sq/ft</td>
<td>$2.45</td>
</tr>
<tr>
<td>116</td>
<td>IC Ultra White 700 - IGMAICBU</td>
<td>sq/ft</td>
<td>$2.64</td>
</tr>
<tr>
<td>117</td>
<td>IC White 701 - IGMAICGW</td>
<td>sq/ft</td>
<td>$2.64</td>
</tr>
<tr>
<td>118</td>
<td>IC Bone 710 - IGMAICBU</td>
<td>sq/ft</td>
<td>$2.64</td>
</tr>
<tr>
<td>119</td>
<td>IC Smoke 724 - IGMAICO</td>
<td>sq/ft</td>
<td>$2.64</td>
</tr>
<tr>
<td>120</td>
<td>IC Ultra White 100 - IGBRICU*</td>
<td>sq/ft</td>
<td>$2.45</td>
</tr>
<tr>
<td>121</td>
<td>IC White 101 - IGBRICW*</td>
<td>sq/ft</td>
<td>$2.45</td>
</tr>
<tr>
<td>122</td>
<td>IC Bone 110 - IGBRICB*</td>
<td>sq/ft</td>
<td>$2.45</td>
</tr>
<tr>
<td>123</td>
<td>IC Smoke 124 - IGBRICCO*</td>
<td>sq/ft</td>
<td>$2.45</td>
</tr>
<tr>
<td>124</td>
<td>IC Ultra White 100 - IGBRICU*</td>
<td>sq/ft</td>
<td>$2.64</td>
</tr>
<tr>
<td>125</td>
<td>IC White 101 - IGBRICW*</td>
<td>sq/ft</td>
<td>$2.64</td>
</tr>
<tr>
<td>126</td>
<td>IC Bone 110 - IGBRICB*</td>
<td>sq/ft</td>
<td>$2.64</td>
</tr>
<tr>
<td>127</td>
<td>IC Smoke 124 - IGBRICCO*</td>
<td>sq/ft</td>
<td>$2.64</td>
</tr>
</tbody>
</table>

### Crossville Porcelain Stone 1" x 1" Mosaics

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>128</td>
<td>VS77 Parisian White UP/PO</td>
<td>sq/ft</td>
<td>$42.12</td>
</tr>
<tr>
<td>129</td>
<td>VS78 Congac UP/PO</td>
<td>sq/ft</td>
<td>$42.12</td>
</tr>
<tr>
<td>130</td>
<td>VS81 Palais Taupe UP/PO</td>
<td>sq/ft</td>
<td>$42.12</td>
</tr>
<tr>
<td>131</td>
<td>VS85 General's Grey UP/PO</td>
<td>sq/ft</td>
<td>$42.12</td>
</tr>
</tbody>
</table>

### Crossville Porcelain Stone 1" x 1" Mosaics

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>132</td>
<td>A216 White Diamond</td>
<td>sq/ft</td>
<td>$8.05</td>
</tr>
<tr>
<td>133</td>
<td>A260 Pebble</td>
<td>sq/ft</td>
<td>$8.05</td>
</tr>
<tr>
<td>134</td>
<td>A370 Featherstone</td>
<td>sq/ft</td>
<td>$8.04</td>
</tr>
<tr>
<td>135</td>
<td>A870 Seal Taupe</td>
<td>sq/ft</td>
<td>$6.34</td>
</tr>
</tbody>
</table>

All tile accessory are at cost plus 20% Markup

### Delivery/Installation

- **For IN STOCK items**: Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.)  **7 Days**
- **For OUT OF STOCK items**: Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.)  **21 Days**

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

- **For orders less than 1,000 sq./ft:**
  - Delivery time:  **7 Days**
  - Extra Cost:  **$**

- **For orders of 1,000 sq./ft or more:**
  - Delivery time:  **21 Days**
  - Extra Cost:  **None**
## Section 2: Specifications for Installation of daltile Ceramic Tiles (Distributed by Daltile Company)

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>136</td>
<td>Matte Arctic White 0790</td>
<td>sq/ft</td>
<td>$1.73</td>
</tr>
<tr>
<td>137</td>
<td>Matte White 0799</td>
<td>sq/ft</td>
<td>$1.56</td>
</tr>
<tr>
<td>138</td>
<td>Matte Almond X735</td>
<td>sq/ft</td>
<td>$1.56</td>
</tr>
<tr>
<td>139</td>
<td>Matte Desert Gray X714</td>
<td>sq/ft</td>
<td>$1.73</td>
</tr>
<tr>
<td>140</td>
<td>Matte Arctic White 0790</td>
<td>sq/ft</td>
<td>$2.07</td>
</tr>
<tr>
<td>141</td>
<td>Matte White 0799</td>
<td>sq/ft</td>
<td>$1.66</td>
</tr>
<tr>
<td>142</td>
<td>Matte Almond X735</td>
<td>sq/ft</td>
<td>$1.66</td>
</tr>
<tr>
<td>143</td>
<td>Matte Desert Gray X714</td>
<td>sq/ft</td>
<td>$2.07</td>
</tr>
<tr>
<td>144</td>
<td>Arctic White 0190</td>
<td>sq/ft</td>
<td>$1.56</td>
</tr>
<tr>
<td>145</td>
<td>White 0100</td>
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<td>167</td>
<td>Suede Gray D182</td>
<td>sq/ft</td>
<td>$7.19</td>
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All tile accessories are at cost plus 20% per piece.

Delivery/Installation for IN STOCK items: 7 Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.)

Delivery/Installation for OUT OF STOCK items: 21 Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.)

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq/ft:

- Delivery time: 7 Days
- Extra Cost: None

For orders of 1,000 sq/ft or more:

- Delivery time: 21 Days
- Extra Cost: None
### Section P: Specifications for Additional Requirements

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<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
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<tr>
<td>168</td>
<td>(Labor) Installation of floor covering during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
<td>sq./ft.</td>
<td>$1.75</td>
</tr>
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<td>169</td>
<td>(Labor) Installation of floor covering after normal working hours, including weekends and holidays.</td>
<td>sq./ft.</td>
<td>$2.25</td>
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<td>170</td>
<td>(Labor) Take up existing floor covering including but not limited to VCT, Sheet Vinyl, Laminates (excluding carpet including broadloom and carpet tile) during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
<td>sq/ft</td>
<td>0.75</td>
</tr>
<tr>
<td>171</td>
<td>Labor to take up existing floor covering including but not limited to VCT, Sheet Vinyl, Laminates (excluding carpet including broadloom and carpet tile) after regular working hours including weekends and holidays</td>
<td>sq/ft</td>
<td>0.85</td>
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<td>172</td>
<td>(Labor) Take up existing carpet including broadloom and carpet tiles during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
<td>sq./yd.</td>
<td>$1.60</td>
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<td>173</td>
<td>(Labor) Take up existing carpet including carpet tiles after regular working hours including weekends and holidays</td>
<td>sq./yd.</td>
<td>$1.75</td>
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<tr>
<td>174</td>
<td>(Labor) Take up existing carpet including broadloom including rubber backed and carpet tiles that used hot-melt or other premium grade adhesives during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
<td>sq./yd.</td>
<td>$2.25</td>
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<tr>
<td>175</td>
<td>Labor to take up existing carpet including broadloom including rubber backed and carpet tiles that used hot-melt or other premium grade adhesives after regular working hours including weekends and holidays</td>
<td>sq./yd.</td>
<td>$2.45</td>
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<td>176</td>
<td>Floor patching and/or repairs to include provision of any necessary materials during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
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<td>Floor patching and/or repairs to include provision of any necessary materials after regular working hours including weekends and holidays</td>
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<td>179</td>
<td>4&quot; NAFCO Vinyl Cove-Base, furnish and install</td>
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<td>6&quot; NAFCO Vinyl Cove-Base, furnish and install</td>
<td>LF</td>
<td>$1.15</td>
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<td>181</td>
<td>4&quot; Johnsonite Vinyl Cove-Base, furnish and install</td>
<td>LF</td>
<td>$1.20</td>
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<td>182</td>
<td>6&quot; Johnsonite Vinyl Cove-Base, furnish and install</td>
<td>LF</td>
<td>$1.25</td>
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<tr>
<td>183</td>
<td>Metal Edge Strip - furnish and install</td>
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<td>184</td>
<td>Vinyl Edge Strip - furnish and install</td>
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Delivery Days A/R/O for above material and services: 0 days

### Section Q: Specifications for Additional Requirements (To be bid with Part II Sections 'I' - 'O')

#### General Office Moving

<table>
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<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
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</thead>
<tbody>
<tr>
<td>185</td>
<td>Furniture Moving for light job (Less that 50% sq/yd of floor area covered with furniture) during regular working hours Monday through Friday from 7:00 AM to 5:00 PM</td>
<td>sq/ft</td>
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<td>186</td>
<td>Furniture Moving for heavy job (50% or greater sq/yd of floor area covered with furniture) during regular working hours Monday through Friday from 7:00 AM to 5:00 PM</td>
<td>sq/ft</td>
<td>$0.45</td>
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<tr>
<td>187</td>
<td>Furniture Moving for light job (Less that 50% sq/yd of floor area covered with furniture) after during regular working hours including weekends and holidays</td>
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<td>188</td>
<td>Furniture Moving for heavy job (50% or greater sq/yd of floor area covered with furniture) after during regular working hours including weekends and holidays</td>
<td>sq/ft</td>
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</table>
Sample Listing of Local Public Bodies

REFERENCE PARAGRAPH 75 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

| X | Alexandria Public Schools, VA | X | Manassas Park, Virginia |
| X | Alexandria Sanitation Authority | X | Manassas, Virginia |
| X | Alexandria, Virginia | X | Manassas City Public Schools, Virginia |
| X | Arlington County, Virginia | X | Maryland-National Capital Park & Planning Commission |
| X | Arlington Public Schools, Virginia | X | Metropolitan Washington Airports Authority |
| X | Bowie, Maryland | X | Metropolitan Washington Council of Governments |
| X | Charles County, Maryland | X | Montgomery Community College |
| X | Charles County Public Schools, MD | X | Montgomery County, Maryland |
| X | Chevy Chase Village, MD | X | Montgomery County Public Schools, MD |
| X | Clark County Administrative Services | X | Northern Virginia Community College |
| X | College Park, Maryland | X | Northern Virginia Regional Commission |
| X | Culpeper County, Virginia | X | Orange County Public Schools, Virginia |
| X | Culpeper County Public Schools | X | Prince George's County, Maryland |
| X | District of Columbia | X | Prince George's County Public Schools, MD |
| X | District of Columbia Courts | X | Prince William County Public Schools, VA |
| X | DC Water and Sewer Authority | X | Prince William County, Virginia |
| X | District of Columbia Schools | X | Prince William County Service Authority |
| X | Fairfax County Water Authority | X | Rappahannock County Public Schools, VA |
| X | Fairfax, Virginia (City) | X | Rockville, Maryland |
| X | Falls Church City Public Schools | X | Shenandoah County Public Schools, VA |
| X | Falls Church, Virginia | X | Spotsylvania County Schools, Virginia |
| X | Fauquier County, Virginia | X | Stafford County, Virginia |
| X | Fauquier County Schools, Virginia | X | Stafford County Public Schools, Virginia |
| X | Fauquier County Water & Sanitation Authority | X | Takoma Park, Maryland |
| X | Frederick City, Maryland | X | Vienna, Virginia |
| X | Frederick County Maryland | X | Upper Occoquan Sewage Authority |
| X | Frederick County Schools, Maryland | X | Virginia Railway Express |
| X | Gaithersburg, Maryland | X | Washington Suburban Sanitary Commission |
| X | Greenbelt, Maryland | X | Washington Metropolitan Area Transit Authority |
| X | Herndon, Virginia | X | Winchester, Virginia |
| X | Leesburg, Virginia | X | Winchester Public Schools |
| X | Loudoun County Sanitation Authority | X | Others |
| X | Loudoun County, Public Schools, VA | X | |
| X | Loudoun County, Virginia | X | |
| X | Madison County Public Schools, VA | X | |
| X | Manassas Park Public Schools, VA | X | |
AMENDMENT NO. 2

CONTRACT TITLE: Floor Coverings – Replace, Furnish and Install

CONTRACTOR
Commercial Carpets of America
430 S. Pickett Street
Alexandria, VA 22304

By mutual agreement Contract RQ08-972529-22A for Floor Coverings – Replace, Furnish and Install is amended immediately to reflect product deletions, adding of new products and price increases as follows:

The following products have been deleted:
- Milliken
  - Item 2:
    - Raffia Ribbon
    - Bioview 2
    - Biogrid 2
    - Savannah Major
    - Savannah Minor
    - Raffia Squared
    - Squared 2
    - Graph 2
    - English Rattan
- Interface
  - Item 11:
    - Peak District
    - Roundabout
    - Savanna
    - Scenic Route
    - Wildwood
    - Trellis
    - Box Garden
    - Canopy
    - Outpost
    - Right Turn
    - Folio

- Item 5:
  - Color Accents
  - Discovery
  - Foreign Intrigue
- Item 6:
  - E-Z Scrub
- Item 7:
  - Brush-Off
- Item 9:
  - EarthSquare
- Item 12:
  - Furrows
  - Hanover
  - Berlin
- Item 13:
  - Precast
  - Flagstone
  - Nature Trails
- Item 14:
  - Pop Circles
  - Pop Shapes
  - Paint Box
Deleted items continued.

Shaw Carpet Tile
  o Item 15:
    • Groundworks
    • Tru Colors
  o Item 17:
    • En Vogue
    • Paparazzi
    • Tres Chic
    • Icon
  o Item: 18
    • Casco
    • Jimi
    • Haven
    • Portland
  o Item 19:
    • Vibe
    • Buzz
    • Hush
  o Item 20:
    • Jekyll II
  o Item 23:
    • Welcome
    • Bon Jour
    • Neat

Shaw Broadloom
  o Item 27:
    • Color Cues
  o Item 28:
    • Tabriz
    • Unica
    • Batik
  o Item 29:
    • Parallels II
    • Scholar II Ecoworx
    • Blog
    • Text
  o Item 30:
    • Groundworks II
    • Reflections III
    • Double Knit
    • Cross Stitch
  o Item 31:
    • Dessau
    • Lunar Weave
    • Loom
    • Niello
    • Cambri

Patcraft Broadloom
  o Item: 35
    • Jazz Review 30
  o Item 35:
    • Awesome
    • Cause
    • Anthology
    • Radical
  o Item 37:
    • Jazz Review 36
    • Net Lingo
    • Study Hall II 28
  o Item 38:
    • Express Yourself
    • Color Still Matters
    • Jealous
    • Jovial
    • Just in Time
  o Item 39:
    • Breakthrough

Patcraft Carpet Tile
  o Item 42:
    • In Motion Tile
    • Poetry Tile
    • This Way Tile
  o Item 43:
    • Color Still Matters Tile
    • Don't Run Tile
    • Walk Right In Tile
  o Item 44:
    • Cloisonne Tile
Deleted items continued.

- Nora
  - Item 100:
    - 825 Round
    - 825 Hammered
  - Item 103:
    - Stone Tile
    - Stone Roll
    - Classic Tile
    - Classic Roll
    - Logic Tile
    - Logic Roll
    - Fossil Tile
    - Fossil Roll

- Rexcourt
  - Item 109:
    - Rexcourt Adhesive 4 Gallon

- Mosaic Tile
  - Items 132 through 135:
    - Crossville Porcelain Stone 1"x1" Mosaics
      - A216 White Diamond Gloss
      - A260 Pebble Gloss
      - A370 Featherstone UPS
      - A870 Seal Taupe UPS

- Item 104:
  - Stairtread 3', 4', 5' & 6' Round
  - Stairtread 3', 4', 5' & 6' Hammered

- Item 105:
  - 310PU Polyurethane 2 Gallon

- Item 106:
  - 410 Acrylic 4 Gallon

- Item 107:
  - Stepfix Stairtread Adhesive Film
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</tr>
<tr>
<td>293</td>
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<tr>
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<tr>
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<tr>
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<tr>
<td>301</td>
<td>NEW Bronze 0Q62</td>
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<td>NEW Golden Due 0Q43</td>
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<td>$4.64</td>
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<td>307</td>
<td>NEW Beige 0Q60</td>
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</tr>
<tr>
<td>308</td>
<td>NEW Bronze 0Q62</td>
<td></td>
<td>$4.64</td>
</tr>
</tbody>
</table>

All other prices, terms, and conditions remain the same.

Patricia Innocenti
Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:
Dept. of Finance – Accounts Payable/e
Facilities Management Department
- Barry Hickey
- Craig Carlin
Fairfax County Public Schools Logistical Services
  - C. Compton
Park Authority Purchasing
  - Thuy Ha
Department of Housing
  - Frank Grimes
Mclean Community Center
  - Joe McGovern
Reston Community Center
  - Renata Wojcicki
Dept. of Public Works and Environmental Services
  - Dennis McGaha

Contract Specialist - L Napper
Assistant Contract Specialist, Team 2 Viola Laird
Contractor
AMENDMENT NO. 1

CONTRACT TITLE: Floor Coverings – Replace, Furnish and Install

CONTRACTOR
Commercial Carpets of America
430 S. Pickett Street
Alexandria, VA 22304

VENDOR CODE
B541148713-01

CONTRACT NO.
RQ08-972529-22A

By mutual agreement, effective immediately, Contract RQ08-972529-22A is amended to incorporate the attached American Recovery and Reinvestment Act (ARRA), reference Attachment I.

The contractor hereby acknowledges that they have accepted the terms, conditions, and reporting requirements of the ARRA and is eligible to fulfill ARRA orders for the County of Fairfax, Virginia.

All other prices, terms, and conditions remain the same.

ACCEPTANCE:

BY: ______________________________
(Signature)
Mike Reinke
(Printed)

January 11, 2010
(Date)
Sr. Vice President
(Title)

Cathy A. Muse, CPP, VCO
Director/County Purchasing Agent

Steve Pierson, CPPB, VCO
Contracts Manager

DISTRIBUTION:
Dept. of Finance – Accounts Payable/e
Facilities Management Department
  • Barry Hickey
  • Craig Carlin
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  • C. Compton
Park Authority Purchasing
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  • Frank Grimes
McLean Community Center
  • Joe McGovern
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  • Renata Wojcicki
Dept. of Public Works and Environmental Services
Dennis McGaha
COUNTY OF FAIRFAX
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS
November 17, 2009 (revised)

If this contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds from the County of Fairfax ("County") under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.

2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government and the County of Fairfax. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

DUNS NUMBER

All contractors are required to provide the County with their unique Dun & Bradstreet Data Universal numbering System D-U-N-S® number prior to award.

BUY AMERICAN REQUIREMENT

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with County of Fairfax requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.
COUNTY OF FAIRFAX
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS
November 17, 2009 (revised)

ENFORCEABILITY

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees
fails to comply with all applicable federal and state requirements governing the use of Recovery
Act funds, the County of Fairfax may withhold or suspend, in whole or in part, funds awarded
under the program, or recover misspent funds following an audit. This provision is in addition to
all other remedies available to the County of Fairfax under all applicable state and federal laws.

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his
representative or the appropriate inspector general appointed under section 3 or 8G of the
federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his
representative to: (1) examine any records that directly pertain to, and involve transactions
relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any
of its subcontractors/subgrantees regarding the activities funded with funds appropriated or
otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs
created and retained as a result of the stimulus funds. Contractors/Grantees who receive
Recovery Act funded contracts are required to provide the County an estimate of the number of
new positions created and filled, positions retained, or previously existing unfilled positions that
are filled or retained as the result of the contract.

PROHIBITION ON USE OF RECOVERY ACT FUNDS

Contractor/Grantee agrees that none of the funds made available under this contract may be
used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming
pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of Title XV of the Recovery Act, County departments receiving
Recovery Act funds must submit a report to the federal government no later than ten (10)
calendar days after the end of each calendar quarter. Accordingly, the contractor agrees to
provide the County with such information, no later than five (5) calendar days after the end of
each calendar quarter, as is required by the County to comply with ARRA reporting
requirements.

Standard data elements and federal instructions for use in complying with reporting
requirements under Section 1512 of the Recovery Act, are pending review by the federal
government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1,
2009), and are to be provided online at www.FederalReporting.gov. The contractor must provide
any other information reasonably requested by the County or required by state or federal law or
regulation.
COUNTY OF FAIRFAX
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS
November 17, 2009 (revised)

SEGREATION OF FUNDS

Contractor/Grantee agrees that it shall segregate expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

SUBCONTRACTOR REQUIREMENTS

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor’s determination regarding the prevailing wages applicable in the Commonwealth of Virginia are located at: http://www.gpo.gov/davisbacon/va.html

WHISTLEBLOWER PROTECTION

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds, including the County of Fairfax, and all contractors and grantees of the County of Fairfax, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

NATIONAL ENVIRONMENTAL POLICY ACT

In accordance Section 1609 of Title XVI of the Recovery Act, recipients, grantees and subgrantees must comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 ("NEPA").
### Issue Date
April 29, 2008

### Invitation for Bid
IFB08-972529-22

### Department
Facilities Management Department

### Date/Time of Opening
May 27, 2008 @ 2:00 P.M.

### For
Floor Coverings – Replace, Furnish and Install

### Contract Specialist
Lander Napper, CPPB
703-324-3276 or lander.napper@fairfaxcounty.gov

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

### Name and Address of Firm:

<table>
<thead>
<tr>
<th>Telephone/Fax No.</th>
<th>E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Federal Employer Identification No or Federal Social Security No (Sole Proprietor)**

<table>
<thead>
<tr>
<th>Prompt Payment Discount: % for payment within ___ days/net ___ days</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Fairfax Business Prof. & Occupational Licensing (BPOL) Tax No.**

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.

### Business Classification – Check One:

- [ ] LARGE
- [x] SMALL Described in Appendix B
- [ ] MINORITY-OWNED
- [ ] WOMEN-OWNED Described in Appendix B
- [ ] INDIVIDUAL
- [ ] PARTNERSHIP
- [ ] CORPORATION

State in which incorporated:

---

**Vendor Legally Authorized Signature**

---

**Date**

---

**Print Name and Title**

Secretary

Sealed bids subject to terms and conditions of this invitation will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 on opening date and time specified, and then publicly opened and read.

**AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION**

(DPSM30) rev 11/06
SPECIAL PROVISIONS

1. **SCOPE:**

1.1 The purpose of this solicitation is to establish a contract for Floor Coverings, which will include installing and removing carpet and carpet tiles, vinyl composition tiles (VCT), sheet vinyl, laminate flooring tiles, ceramic tiles query tiles and related supplies, for both commercial and residential structures, for all departments of the County of Fairfax.

**Part I:**
- Broadloom Carpet, Carpet Tiles

**Part II:**
- Vinyl Composition Tiles (VCT), Sheet Vinyl, Laminate Flooring, Nora Rubber Flooring Tiles
- Ceramic Tiles, Quarry Tiles

1.2 Bidders are required to include the following in their bid: The County will not waive these requirements as minor informalities and failure to provide these requirements will result in rejection of the bid.

- Vendor’s Legally Authorized Signature
- Qualification letter from Manufacturer (Ref. paragraph 1, Tech. Specs.)
- Compliance letter from Manufacturer (Ref paragraph 7.3) Tech. Specs
- Three (3) letters of reference identifying vendor’s experience and ability to install carpet tiles under existing systems furniture (Ref. paragraph 7 Tech. Specs)
- Provide installation and delivery time
- Submit the Safety Violation Certification page
- Section ‘G’ of the Pricing Schedule
- Identify your firm’s Virginia Contractor’s License number

2. **PERIOD OF CONTRACT:**

2.1 The period of this contract shall be from date of award through July 31, 2013.

2.2 The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County’s failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

3. **PRICES AND PRICE ADJUSTMENT:**

3.1 All prices and discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.

3.2 If labor rates are requested, the rates specified by the bidder shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
SPECIAL PROVISIONS continued

3.3. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Purchasing Agent. Upon receipt of the Contractor's request, the County shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

3.4. The Successful Bidder may be required to provide materials, equipment rental and subcontractors other than specified on the pricing schedule to fulfill the requirements of the contract. If the successful bidder provides materials, equipment rental or subcontractors, compensation shall be based on the actual cost of the materials (Not listed in the Pricing Schedule), equipment or subcontractors with a mark-up equal to the percentages shown below. No additional costs of any kind will be allowed.

Materials markup: 15%
Equipment Rental and Subcontracting markup: 10%

3.5. Note: Invoices which include material ($25.00 or more), equipment rental or subcontractor charges shall be accompanied by suppliers/subcontractor's invoices to substantiate costs to Contractor. The Contractor shall make every attempt to obtain the lowest prices for materials and rental equipment.

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

3.7. The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the County Purchasing Agent. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via County Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The County Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

3.8. Price decreases shall be made in accordance with paragraph 43 of the General Conditions and Instructions to Bidders.

4. INSTALLATION AND DELIVERY/TIME OF PERFORMANCE AND DELIVERY FAILURE:

4.1. Bidders are required to insert, on the Pricing Schedule, an installation and delivery time frame for IN STOCK items ARO and OUT OF STOCK items ARO. Indefinite terms such as "promptly", "stock", "without delay", etc. Failure to do so will be cause for rejection of the bid.

4.2. Answering machines are not accepted as point of contact. Bidder shall indicate on the pricing schedule a contact person and telephone number for normal working hours, (7 a.m. - 5 p.m. Monday through Friday). Installation will be both during regular hours (7 A.M. - 5 P.M. Monday-Friday) and after hours (i.e. - after 5 P.M. and before 7 A.M. week nights, weekends/holidays). All areas done after hours must be ready for occupancy by 7 A.M. Monday through Friday. Staff may occupy areas where floor covering is to be installed. To minimize disruption to county staff, all work schedules shall be coordinated with and approved by the Project Manager prior to beginning any work.
SPECIAL PROVISIONS continued

4.3. The successful vendor MUST provide a contact person, telephone number or have voice mail paging system or answering service for emergency calls, night and weekend calls (after 5 p.m. and before 7 a.m. Monday through Friday. All day Saturday and Sunday). Voice mail system and or answering service will be accepted. However, the successful vendor must initiate a call back to the sender within 15-25 minutes. Failure to meet these requirements after contract award may result in termination of contract.

4.4. Bidders are CAUTIONED to consider carefully installation and delivery time they indicated for each item, as they will be required to adhere to that time. Bidders are directed to Paragraph 37, General Conditions and Instructions to Bidders.

4.5. It shall be the responsibility of the Contractor to immediately notify the contact person listed on the Blanket Purchase Order (BP) or Purchase Order (PO) should circumstances occur, beyond their control, which would prevent them from meeting the maximum response time indicated in their contract. Notification, except for emergencies, must be confirmed in writing and will be evaluated to determine whether or not the provisions of Paragraph 37 of the General Conditions and Instruction to Bidders will be invoked.

4.6. The County may require written estimates from the Contractor at no additional charge to the County. Estimates when requested, will be returned in writing no later than three (3) working days, unless a different time of return is mutually agreed to with the requesting agency.

5. QUOTATION LIMITATION:

5.1. Bidders shall offer only ONE ITEM AND PRICE for each line item bid. No alternatives will be accepted, unless requested by the County. If an "or equal" item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.

6. INTERPRETATION OF BID:

6.1. Any questions pertaining to this solicitation shall be directed to:

Lander Napper, CPPB, Contract Specialist
Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone Number: (703) 324-3276
Email: lander.napper@fairfaxcounty.gov

7. PRODUCT INFORMATION:

7.1. The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the County to determine if the product offered meets the requirements of the solicitation. Failure to do so shall cause the bid to be considered non-responsive.

SAMPLES:

7.2. The County Purchasing Agent reserves the right to require a bidder to furnish samples of any item on which they submit a bid within five (5) working days after the request is made.
7.3. All samples must be furnished free of charge, clearly marked "SAMPLE" with the Invitation for
Bid number, bid item number, bidder's name and address and delivered to:

Facilities Management Division
12000 Government Center Parkway, Suite 424
Fairfax, Virginia 22035-0011
Attention: Rex Kim
Telephone Number: 703-324-2819

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

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

7.6. Samples will be returned at the bidder's expense with no pecuniary liability to be incurred by the
County of Fairfax for their loss or damage.

7.7. Once the bidder is requested to pick up a sample, they must do so within 30 days. If a bidder
fails to pick up the sample, it will be considered to be surplus County property and the County
will dispose of it at the convenience of the County.

8. SUBMISSION OF BIDS:

8.1. Bidders are required to bid all carpet styles listed for any manufacturer's product lines which the
bidder chooses to bid (Section 'A' through section 'D'). Each bidder must use the attached
Pricing Schedule to submit their bid. All bids must show the manufacturer, style/stock number,
delivery time, unit price and total price for each item for which a bid is submitted, as applicable.
All bidders must return two (2) copies of the Cover Sheet (DPSM30), duly signed, and
two (2) copies of Appendix B, keeping all remaining pages for your files. By executing the
Cover Sheet, the bidder acknowledges they have read this solicitation, understand it, and agree
to be bound by its terms and conditions. Bids may be submitted by mail or delivered in person.
The receptionist at the following location prior to the date and time specified must receive all
bids:

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

8.2. BIDS RECEIVED AFTER THE DATE OR TIME OF OPENING WILL NOT BE CONSIDERED
FOR CONTRACT AWARD AND SHALL BE RETURNED TO THE BIDDER.

8.3. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between
the issue date and within three (3) days before the opening of the bid. All addenda MUST be
signed and submitted to the Department of Purchasing and Supply Management, 12000
Government Center Parkway, Suite 427, Fairfax, VA 22035 before the time and date of the
opening of the bid or must accompany the bid. Notice of addenda will be posted on eVA and
the DPSM current solicitation webpage. Bidders are encouraged to monitor the web page for
the most current addenda at www.fairfaxcounty.gov/dpsm/solic.

9. CONTACT FOR ADMINISTRATION:

9.1. In the event a contract is executed with your firm as a result of this solicitation please indicate
the person(s) we may contact for prompt contract administration, in the space provided on the
Pricing Schedule.
10. **BID EVALUATION/CONTRACT AWARD:**

10.1. All items listed in this solicitation will be awarded on a firm fixed price based on the unit prices submitted by the bidder on the pricing schedule.

10.2. This contract will be awarded to the bidder(s) with the highest number of factor points. The contract(s) may be awarded in the aggregate, per part or by line item, depending upon what the County determines to be in its best interest. The County reserves the right to award the contract to more than one bidder to make multiple awards, to make no awards in whole or in part, or to make any combination of awards if deemed necessary to fulfill the anticipated requirements of Fairfax County.

10.3. **Part I - Broadloom Carpet and Carpet Tile:**
Bids will be evaluated based on the following weighted factors:

<table>
<thead>
<tr>
<th>FACTOR:</th>
<th>POINTS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 'A' through 'D' – Materials at fixed price (Each Section)</td>
<td>100</td>
</tr>
<tr>
<td>Section 'E', line item #45</td>
<td>20</td>
</tr>
<tr>
<td>line item #46</td>
<td>30</td>
</tr>
<tr>
<td>line item #47</td>
<td>10</td>
</tr>
<tr>
<td>line item #48</td>
<td>15</td>
</tr>
<tr>
<td>line items #49-62</td>
<td>5 points each totaling = 70</td>
</tr>
<tr>
<td>Section 'F', line items #63 &amp; 64</td>
<td>10 points each totaling = 20</td>
</tr>
<tr>
<td>line items #65 &amp; 66</td>
<td>10 points each totaling = 20</td>
</tr>
<tr>
<td>Section 'G' – Modular Furniture Lifting</td>
<td></td>
</tr>
<tr>
<td>line items #67, 69, 71</td>
<td>5 points each totaling = 15</td>
</tr>
<tr>
<td>line items #68, 70, 72</td>
<td>15 points each totaling = 30</td>
</tr>
<tr>
<td>Total Points Available</td>
<td>330</td>
</tr>
</tbody>
</table>

Factor Points will be awarded according to the following formula. The low bidder for each identified Total line item will receive the maximum number of factor points available for that line item.

\[
Z = (Y + N) \times P, \text{ where: } \begin{align*}
P &= \text{Maximum number of factor points to be awarded for the line item} \\
N &= \text{Total Price bid by Bidder "N"} \\
Y &= \text{Low bid for the line item} \\
Z &= \text{Factor Points awarded to Bidder "N"}
\end{align*}
\]

For Example:

If there are 3 bids for a group Total, and that particular Total item has 45 factor points:
- Bidder A bids $50.00, Score Bidder A as \((Z) = (30 + 50) \times 45\) for 27.0 factor points
- Bidder B bids $30.00, Score Bidder B as \((Z) = (30 + 30) \times 45\) for 45.0 factor points
- Bidder C bids $51.00, Score Bidder C as \((Z) = (30 + 51) \times 45\) for 26.4 factor points

10.4. Bidders are required to bid all floor covering styles listed for any manufacturer’s product lines which the bidder chooses to bid (Section 'I' for Vinyl Composition Tiles (VCT), Section 'J' for Armstrong Connection Corflon Sheet Vinyl, Section 'K' for Wilsonart Laminate Flooring, Section 'L' for Nora Rubber Tiles, Section 'M' for Rex Court gym covering, 'N' for Interceramics Ceramic Tiles by Mosaic Tile Co., 'O' for daoletile Ceramic Tiles. **BIDDERS ARE REQUIRED TO BID ON SECTION 'N' and 'O', ADDITIONAL REQUIREMENTS', IN ITS ENTIRETY. FAILURE TO BID SECTION 'N' AND SECTION 'O' WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE CAUSE FOR DISQUALIFICATION.**
10.5. Section ‘H’ is for ‘Carpet Appearance Retention / Remedial Action Program’ services and will not be included as part of the bid evaluation. Part II: - Vinyl Composition Tile (VCT), Sheet Vinyl, Wilsonart Laminate Flooring, Nora Rubber Flooring, Rexcourt Flooring, Ceramic and Quarry Tile:

Bids will be evaluated based on the following weighted factors:

<table>
<thead>
<tr>
<th>FACTOR:</th>
<th>POINTS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 'I' through 'O' – Materials at fixed price (Each Section)</td>
<td>100</td>
</tr>
<tr>
<td>Section ‘P’, line item #168</td>
<td>20</td>
</tr>
<tr>
<td>line item #169</td>
<td>30</td>
</tr>
<tr>
<td>line items # 170-184</td>
<td>5 points each totaling 70</td>
</tr>
<tr>
<td>Section ‘Q’, line items #185-188</td>
<td>10 points each totaling 40</td>
</tr>
<tr>
<td>Total Points Available</td>
<td>250</td>
</tr>
</tbody>
</table>

Factor Points will be awarded according to the following formula. The low bidder for each identified Total line item will receive the maximum number of factor points available for that line item.

\[
Z = (Y + N) \times P, \text{ where: } P = \text{Maximum number of factor points to be awarded for the line item} \\
N = \text{Total Price bid by Bidder “N”} \\
Y = \text{Low bid for the line item} \\
Z = \text{Factor Points awarded to Bidder “N”}
\]

For Example:

If there are 3 bids for a group Total, and that particular Total item has 45 factor points:

Bidder A bids $50.00, Score Bidder A as \((Z) = (30 + 50) \times 45\) for 27.0 factor points
Bidder B bids $30.00, Score Bidder B as \((Z) = (30 + 30) \times 45\) for 45.0 factor points
Bidder C bids $51.00, Score Bidder C as \((Z) = (30 + 51) \times 45\) for 26.4 factor points

10.6. The County reserves the right to award the contract in the aggregate, by line item, by section, or by Manufacturer and to make a Primary and Secondary award, based on the best interest of the County.

11. **FAIRFAX COUNTY SAFETY RESOLUTION:**

All offerors shall comply with the resolution adopted by the Fairfax County Board of Supervisors on December 8, 2003, as amended:

11.1. It shall be required that each bid submitted to the County for a contract for construction, alteration, and/or repairs, including painting or decorating of a building, highway, street, bridge, sidewalk, culvert, sewer, excavation, grading, or any other construction, include a list of all the following actions which have become final in the three years prior to the bid submission:

11.1.1 Willful violations, violations for failure to abate, or repeated violations, for which the bidder was cited by (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan for any other public jurisdiction; or
11.1.2 Three (3) or more serious construction safety violations for which the bidder was cited by the (a) United States Occupational Safety and Health Administration; or (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan from any other public jurisdiction.

11.1.3 Termination of a contract between the contractor and any public entity by their purchasing agent or his designee for safety violations

11.2. If the bidder has not received or been the subject of any such violations referenced in paragraph 11.1 in the three (3) years prior to the bid submission, then the bidder shall so indicate by certification on the bid form entitled Certification of Safety Violations. The bidder will also indicate on this form each state in which work was performed in the three (3) years prior to the bid submission.

11.3. No bidder or contractor may bid on a County construction contract who has been the subject of any citations for the type and number of violations listed in aforementioned paragraph 11.1, which have become final within the three (3) years prior to the bid submission.

11.3.1 Notwithstanding the language of paragraph 11.3, above, any bidder or contractor who has been the subject of a violation, as described in paragraph 11.1.1, which has become final in the three (3) years prior to the bid submission, may bid, if the bidder or contractor meets the eligibility criteria set forth in paragraph 11.5, below.

11.3.2 Notwithstanding the language of paragraph 11.3, above, any bidder or contractor who has been the subject of the type and number of violations as described in paragraph 11.2, which have become final within three (3) years prior to bid submission, may bid, if the bidder or contractor meets the eligibility criteria in paragraph 11.5, below.

11.3.3 Notwithstanding the language of paragraph 11.3, above, any bidder or contractor who has previously been terminated from a public contract, as described in paragraph 11.1.3, within three (3) years prior to the bid submission, may bid, if the bidder or contractor meets the eligibility criteria in paragraph 11.5, below.

11.4. Prior to bidding on a project, under the provisions of paragraph 11.3 above, a contractor may request that a determination be made by the County's Purchasing Agent or designee, regarding their eligibility to submit a bid on a contract under the terms of this resolution. However, this request for determination and any subsequent adjudication process must be completed prior to submitting a bid on any project and the request for determination must be received by the County's Purchasing Agent or designee no later than twenty-one (21) days before bids are due unless otherwise stated in the Solicitation. A notice of the bidder's request for determination of eligibility will be posted publicly for comments by any interested party. The bidder’s request for determination of eligibility and all supporting documentation provided by the bidder to the County in support of its request shall be open to the inspection of any interested person, firm or corporation in accordance with the requirements of Fairfax County Purchasing Resolution and Virginia Freedom of Information Act.

11.5. At the request of the Purchasing Agent or designee, the County Risk Manager shall evaluate a contractor’s eligibility. Contractors may be subject to a special audit of their safety records as required. The criteria used by the Risk Manager in evaluating contractor’s eligibility shall include but not be limited to the following:
SPECIAL PROVISIONS continued

11.5.1 Corrective action taken by a bidder or contractor to prevent the recurrence of safety violations.

11.5.2 Days Away From Work Incident Rate for the past three (3) years.

11.5.3 Summary of Work-Related Injuries and Illnesses/Incident Rate for the past three (3) years.

1. Worker's Compensation Experience Modification Rating for the past three (3) years.
2. Fatality record for the past five (5) years.
3. Detailed information regarding the firm's safety program including but not limited to a Safety and Health plan and qualifications of the safety personnel.
4. Verification that management staff directly in charge of projects that experienced safety violations listed in aforementioned paragraph A will not be involved in the County project.
5. Incorporation of safety and health related issues into their new employee orientation programs.
6. Incorporation of work safety as a part of an employee's performance evaluation.
7. Support of safety related matters by senior/corporate management. Does the firm have a safety policy statement signed by a member of senior/corporate management?
8. Designation of a full time Safety Manager. Does this person report to a high level, authoritative position within the Company?
9. Frequency and type of safety inspections conducted at work sites.
10. The number and type of safety training programs conducted for employees.
11. Frequency of safety “tailgate meetings” conducted by the firm.
12. Designation of an active safety committee, frequency of their meetings and list of members of the committee.
13. Active membership in a recognized construction safety organization in the Washington Metropolitan area, or in the state of contractor's domicile.

11.6. The determination of eligibility rendered by the Purchasing Agent or his designee shall be final unless it is appealed in accordance with the provisions of the solicitation or the Fairfax County Purchasing Resolution.

11.7. It shall be a condition of each County construction contract, as discussed above, that no contractor or subcontractor contracting for any part of the contract work shall require any laborer, mechanic, or other person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to his safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.

11.8. The contractor awarded a County construction contract shall certify in writing that they will not knowingly, willfully, or recklessly employ or contract with any person, company, corporation, or any other entity for services pursuant to that contract if such person, company, corporation, or other entity could not have been awarded such contract due to the restrictions in paragraph 11.3, above.

11.9. The contractor shall also certify in writing that all safety related information provided in accordance with the Safety Resolution and contract requirements are complete, accurate and truthful.
11.10. The failure to provide information requested pursuant to this Resolution or the failure to conform to the certification requirements of this Resolution shall be grounds for disqualifying a prospective bidder.

11.11. The County may impose the following sanctions upon a contractor who willfully submits any false or misleading certification or information regarding material facts in connection with submissions pursuant to this Resolution, or willfully omits any certification or information regarding material facts in connection with submissions pursuant to this Resolution. The term willful shall include intentional or reckless acts or omissions.

(1) Disqualify the prospective bidder from bidding a contract.

(2) Debar the contractor from bidding future contracts for a period not to exceed three years.

(3) Terminate the contract awarded to the bidder after providing notice and opportunity to be heard.

12. STATE OF VIRGINIA'S CONTRACTOR'S LICENSE REQUIREMENTS:

12.1. If a contract is for one hundred twenty thousand dollars ($120,000.00) or more, or if the total value of all construction removal, repair or improvements undertaken by the bidder within any twelve (12) month period is seven hundred fifty thousand dollars ($750,000.00) or more, the bidder is required under Title 54, Chapter 11, Code of Virginia (1950) as amended, to show evidence of being licensed as "Class A Contractor." (Non Virginia licenses are not acceptable.) If a contract is seventy five hundred dollars ($7,500.00) or more but less than one hundred twenty thousand dollars ($120,000.00) the bidder is required to show evidence of being licensed as a "Class B Contractor." The bidder shall place on the outside of the envelope containing the bid and shall place in over his signature whichever of the following notations is appropriate:

12.2. The Code of Virginia does not allow an unlicensed contractor to submit a bid where the resultant contract will require a license.

12.3. Bidders shall enter the Contractor's license number on page 63 of (Appendix B). Bidders shall submit a copy of their Contractor's License with their bid.

13. CONTRACT INSURANCE PROVISIONS

13.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

13.2. The Contractor shall, during the continuance of all work under the contract provide the following:

a. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than $1,000,000.00 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of his employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
SPECIAL PROVISIONS continued

b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of $1,000,000.00 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees 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 include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of $1,000,000.00 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

d. Contractor agrees to maintain Contractors Liability insurance in the amount of $1,000,000.00 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/subcontractor for acts arising out of the operations of independent contractors/subcontractors or out of an owner's/subcontractor's supervisory activity.

e. Liability Insurance "Claims Made" basis:

   If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or

2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

f. 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.

g. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.

h. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VI or better.
SPECIAL PROVISIONS continued

i. Hold-harmless and Indemnification: Article 63 of the General Conditions and Instructions to Bidders shall apply where DPSM form is used. If not, following paragraph shall be inserted:

"The Contractor hereby agrees to indemnify and hold harmless Fairfax County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the contractor, his subcontractors and their agents and employees".

j. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.

k. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.

l. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.

13.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

13.4. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.

13.5. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering 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.

13.6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.

13.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

13.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.

13.9. The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess".
13.10. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

14. METHOD OF ORDERING:

14.1. The County may use four (4) different methods of placing orders from the final contract: Purchase Orders (PO's); Blanket Purchase Orders (BP's); Small Orders (SO's); and, approved County procurement cards.

14.2. A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate an agency authorization order code to be used when ordering to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP's.

14.3. Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, BP call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.

14.4. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.

14.5. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently under contract with JP Morgan Chase/Master Card. Contractors are encouraged to accept this method of receiving orders. Questions regarding establishing an account with Master Card should be referred to: MC/Master Card Merchant Services at 1-800-762-6663. It is anticipated that participating contractors will accept procurement card orders.

14.6. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.

14.7. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

14.8. The Department of Purchasing and Supply Management has the capability to issue purchase orders electronically and transmit them to vendors by fax. For more information about the Fax Purchase Order program, call (703) 324-3288, TTY 1-800-828-1140.

15. CORRESPONDENCE:

15.1. All communications between the parties relating to material contractual issues shall be through the Contract Administrator and must be in writing to be deemed binding.
16. ADDITIONS/DELETIONS:

16.1. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

17. CANCELLATION OF ORDERS:

17.1. Purchases made under this contract are for readily available supplies. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

18. EMERGENCY PURCHASES:

18.1. Should the Contractor be unable to furnish the required item within the period of time specified in the contract the County reserves the right to make emergency purchases from other sources.

19. SALES/Delivery TICKETS:

19.1. Orders placed under this contract for delivery placed by PO, BP, SO, Procurement Card or for pick up by an authorized representative, shall be supported by the Contractor's Sales/Delivery Ticket. The Contractor's Sales/Delivery Ticket shall contain the following information:

1. Contractor's Name
2. Purchase Order, BP (Call Order Number) or SO number
3. Date of Purchase
4. Itemized list of supplies furnished
5. Quantity, unit price and extension of each item, and total, less any applicable trade discount in accordance with the Contract.
6. Name of authorized representative ordering the supplies
7. Name of Fairfax County Agency receiving the supplies.

19.2 In all instances, the Contractor will prepare a Sales/Delivery Ticket, whether delivery is made by the Contractor or pick up is made by a Fairfax County representative at the Contractor's place of business. The Contractor's Sales/Delivery Ticket will be signed, by the Fairfax County representative, with a copy being retained by the Contractor.

20. INVOICING PROCEDURE:

20.1 The Contractor shall submit a Summary Invoice once each month, listing the Sales/Delivery Ticket numbers covering deliveries made during the monthly billing period and submitted to the BILL TO address shown on the Purchase Order, BP (Call Order Number) or the SO. The invoice must be accompanied by one copy of each signed Sales/Delivery Ticket.

20.2 The invoice shall contain the applicable Purchase Order number, BP (call order number) or SO number, and the name of the Agency receiving the supplies. Payment will be made once each month.

20.3 Where a product supplied is other than a specific line item and falls under the 20% markup material portion, a copy of the supplier's invoice shall be provided for price verification. Failure to do so will delay payment until proper documentation is provided.
21. **ELECTRONIC PAYMENT OPTION:**

21.1 The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to ACHpayments@fairfaxcounty.gov. A copy may also be picked up at the Department of Purchasing and Supply Management.

22. **ORDER OF PRECEDENCE:**

22.1 In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and instructions to Bidders or any other contract document.

23. **AUDIT:**

23.1 The contractor shall retain all books, records, and other documents relative to this contract for three (3) years after final payment, or until audited by the County of Fairfax, whichever is sooner. The County shall have full access to and the right to examine any of said materials during the retention period.

24. **SUBCONTRACTING:**

24.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance [http://www.dba.state.va.us](http://www.dba.state.va.us); the Virginia Department of Minority Business Enterprise [http://www.dmbe.state.va.us](http://www.dmbe.state.va.us); local chambers of commerce and other business organizations.

24.2 As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

25. **USE OF CONTRACT BY OTHER PUBLIC BODIES:**

25.1 Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing: Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid. (See Appendix B for sample listing).

25.2 It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).

25.3 Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.
SPECIAL PROVISIONS continued

25.4 Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

25.5 Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

26. NEWS RELEASES BY VENDORS:

26.1 As a matter of policy, the County does not endorse the products or services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

27. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

27.1 Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

27.2 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

28. HIPAA COMPLIANCE:

28.1 Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.

28.2 Further information regarding HIPAA Compliance is available on the County's website at http://www.fairfaxcounty.gov/HIPAA.

29. SUPERINTENDENCE BY CONTRACTOR:

29.1 At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Project Manager and shall be one who can be continued in that capacity for the particular job involved unless they cease to be on the Contractor's payroll. Subcontractors who perform work under this contract shall be responsible to the Contractor.
29.2 In addition, the Contractor must insure that the construction superintendent or foreman shall be at the job site at all times and is capable of communicating clearly and concisely in both an oral and written manner in the English language with County employees.

30. **IDENTIFICATION:**

30.1 Due to enhanced security measures, Contractor employees/representatives are required to have company photo identification badges worn clearly visible above the waist at all times while work is being performed at County/School facilities. Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.

30.2 Contractor employees/representatives shall report to the appropriate administrative office each time a site is visited. The County reserves the right to withhold payment of invoices when work performed cannot be verified with the job tickets due to the failure of the Contractor’s employees/representatives to report to the front desk or main office of the County or school facility where the work is performed.

30.3 All Contractor employees/representatives will be required to submit to “Criminal History” background checks prior to performing work under this contract, and at any time deemed necessary by the Fairfax County Police Department or Sheriffs Office.

31. **SHIPPING AND MARKING:**

31.1 The Contractor will be required to mark all shipments with the Fairfax County purchase order number clearly visible on the exterior of each container. A packing slip must be furnished with each shipment, listing, in addition to the Contractor’s stock number and description, the purchase order number, the purchase order item number, the quantity ordered, the quantity shipped, and the quantity back ordered.

31.2 The Contractor shall ensure that all items that are “drop-shipped” are properly marked as outlined in Paragraph 20.1.

31.3 Invoices and all related written materials pertaining to each delivery must show the purchase order number, the purchase order item number, and the item number shown on the contract.
Technical Specifications

PART I (BROADLOOM CARPET, CARPET TILE SECTIONS ‘A’ THRU ‘D’):

1. MANDATORY QUALIFICATIONS FOR DEALERS AND INSTALLERS

1.1 DEALERS:

The Contractor, if other than a Manufacturer bidding direct, MUST submit a letter addressed to the County of Fairfax, prepared by the Manufacturer on its official letter-head and signed by an authorized official certifying as follows:

This is to certify that (Name of Dealer) is authorized to quote on the products manufactured by us as listed in Fairfax County's Invitations for Bid Number IFB ____________, and further, if awarded the contract, that the company is in a position to comply with the terms, conditions and specifications as listed in the bid.

(MANUFACTURER) __________________________

(ADDRESS) __________________________

__________________________

(Authorized Signature)
(Please print name & title) __________________________

1.2 Each bidder will submit no less than three (3) CURRENT REFERENCES FOR CARPET TILE installations and no less than three (3) CURRENT REFERENCES FOR BROADLOOM CARPET installations. Bidders should furnish the name of the company, a point of contact, and a current telephone number. References will be attached to the indicated pages on the pricing schedule.

1.3 INSTALLERS: Carpet installation firms shall have had at least three (3) years successful experience in carpet installation similar in size and type to the requirements of this contract.

2. METHOD OF VENDOR CONTACT

2.1 Answering machines are unacceptable as points of contact. Bidder shall indicate on the pricing schedule a contact person and telephone number for normal working hours. For emergency calls, and or calls on nights and weekends, the bidder shall either list on the pricing schedule a contact person and a telephone number or have a voice mail/paging system service or answering service. Successful bidders using a voice mail system or answering service are required to initiate a call back to the sender within 15-25 minutes.

3. ESTIMATES:

3.1 The County may require written estimates from the Contractor at no additional charge to the County. Estimates when requested will be returned in writing no later than three (3) working days, unless a different time of return is mutually agreed to with the requesting agency.
4. **PRE-INSTALLATION and CARPET REMOVAL:**

4.1 Substrate: Installer must examine the substrate and the conditions under which the carpeting is to be installed. The Contractor shall be responsible for conducting Moisture and Alkalinity Test on floors when required according to Carpet and Rug Institute CRI-104 Commercial Installation Standards, 6.2.1 and 6.2.2 to test the substrate and deem it suitable for carpet installation. Any testing required shall be performed at no additional cost to the County.

4.2 The Contractor shall measure carefully and check all dimensions and other conditions at the work sites prior to scheduled installations to insure proper fit in the areas designated. Contractor shall be totally responsible for the accuracy of his measurements on total yardage requirements and dye lot. No requests for carpet or installation extras will be considered due to measurement takeoff errors by the Contractor. Scaled floor plans will be available in most cases.

4.3 The Contractor shall be responsible for removing and properly disposing of all existing carpets and carpet adhesive, wax, sealers oil and other deleterious substances which would interfere with the installation or be harmful to the work from the site at no additional cost to the County.

4.4 The Contractor shall be required to repair cracks, holes, depressions, floor tiles and concrete floors with suitable compounds in accordance with best commercial practices and as recommended by the carpet manufacturer. The charges for making such repairs, including the material, shall be indicated by the Bidder as an hourly rate as outlined in the pricing schedule.

4.5 Asbestos: Whenever and wherever during the course of performing any work under this contract, if the Contractor discovers the presence of asbestos or suspects that asbestos is present, he MUST stop the work immediately, secure the area, notify the Project Manager or County Representative and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces, but 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.

4.6 Resilient Base removal, if required, is the responsibility of the Contractor. Replacement shall be the responsibility of the Contractor. Removal of base shall not damage walls.
5. INSTALLATION:

5.1 Installation will be both during regular hours (7 A.M. - 5 P.M. Monday-Friday) and after hours (i.e.-after 5 P.M. and before 7 A.M. week nights, weekends/holidays). All areas done after hours must be ready for occupancy by 7 A.M. Monday through Friday. Staff may occupy areas where carpeting is to be installed. To minimize disruption to county staff, all work schedules shall be coordinated with and approved by the Project Manager prior to beginning any work.

5.2 The carpet installation shall be installed with modular integrity. The installation should be treated as one contiguous floor without regard to walls or partitions. No piece tiles are allowed except along fixed walls. Each nightly transition of new and old carpet shall integrate cleanly with no open floor areas or trip hazards.

5.3 Cut and fit sections of carpet in each room or space. Apply adhesive in accordance with manufacturer’s instructions. For carpet tiles, adhesive shall be release type recommended by the carpet manufacturer and which will allow removal of carpet at any time without damage to the carpet. In addition, any backing system that has a vinyl component and it is installed over “Cut-Back” resilient adhesive, shall be properly sealed in accordance with the manufacturers recommendations.

5.4 Butt carpet seams and edges tightly together, eliminate air pockets, and roll to ensure uniform bond everywhere.

5.5 Remove adhesive from face promptly upon exposure.

5.6 Install carpet edge strip at every location where edge of carpet is exposed to traffic.

6. MOVING OF FURNITURE:

6.1 The Contractor, based on sq/yd as specified in section ‘F’ on the Pricing Schedule, will be responsible for moving office furniture and equipment. Sq/yd will be the total number of square yards of floor space taken up by furniture to be moved for floor covering installation. A Light Job is considered to ≤ (equal to or less than) 50% and a Heavy Job is considered > (greater than) 50%.

6.2 Items, which are the responsibility of the Contractor, shall include, but not be limited to, the following:

a. Standard office furnishings (i.e., desks, chairs, file cabinets, book shelves, etc.).

b. Standard office equipment (i.e., typewriters, disconnected computers, and peripherals, etc.).

6.3 General Office Moves: Items which are the responsibility of the County shall include the dismantling, moving from area and re-assembly of system furniture, library shelves, court benches, etc., if required.
6.4 Section “G” of the Pricing Schedule reference ‘lifting’ systems furniture to install carpet. All bidders are REQUIRED to bid on section “G”. Failure to do so will result in rejection of your bid.

7. **CARPET REMOVAL / REPLACEMENT IN OFFICE SPACE HAVING SYSTEMS FURNITURE, DESKS, PANELS, ETC.**

**NOTE:** BIDDERS SHALL PROVIDE THE FOLLOWING SERVICES. FAILURE TO OFFER THIS SERVICE WILL RESULT IN DISQUALIFICATION OF BIDDER.

**BIDDERS SHALL COMPLY WITH THE FOLLOWING:**

7.1 This work covers all labor, materials, equipment, transportation, technical expertise, and incidentals required for removal of existing carpet (Broadloom or Carpet Tiles) in office areas where modular furniture is present. Existing carpet (Broadloom or Carpet Tiles) are to be removed and replaced with owners supplied new carpet tile and adhesive. To minimize disruption to county staff, all work schedules shall be coordinated with and approved by the Project Manager prior to beginning any work. Each installation session shall leave the office in normal working order with all furniture in original locations. No areas may be left ripped-up or with furniture not in proper place. The Contractor will not be required to unplug or otherwise disconnect any telephones or electronic devices.

7.2 Installers are required to have no less than 3 years experience with carpet tile installations in occupied areas with demonstrated previous experience with similar projects. The installation contractor shall propose and demonstrate a method for temporarily raising the existing panel system (System Furniture) in a vertical manner only (no distortion or deflection) as well as other office elements. Disassembly of the wall partitions is not allowed. No crow bars, levers, wooden blocks, hydraulic or other prying devices may be used on any furniture. The installation contractor shall only use approved lifting equipment and employ approved lifting methods for the type of modular furniture that they are working with.

7.3 Each bidder will furnish a “Compliance Letter” from the carpet manufacturer (on the carpet manufacturer’s own company letterhead) stating the Bidder meets the installation criteria of this specification. THE LETTER MUST INCLUDE MANUFACTURER’S CERTIFICATION FOR FURNITURE LIFTING AND INSTALLATION OF CARPET. In the event that the Bidder is bidding on more than one Manufacturer’s product line, the bidder should furnish a “Compliance Letter” for each manufacturer included in its bid. Failure to provide the “Compliance Letter” from the applicable manufacturer for each product bid will be considered a non-responsive bid.

7.4 Each bidder above will also furnish three (3) references concerning the bidder’s experience with and ability to perform the work required under this section. This requirement for references is in addition to the requirement for references contained in paragraph 1.2 of the Technical Specifications.

8. **REMNANTS:**

8.1 For replacement and repairs, the Contractor shall furnish the Owner with 5% excess coverage of additional floor covering, in original boxes, in matching dye lots to that installed, plus all usable scraps larger than 2 sq. ft. in area or more than 8” in width.

9. **CLEANING:**

9.1 Remove all debris from installation site, carefully sorting pieces to be saved from scraps and cuttings to be disposed of.
9.2 Installed carpet shall be free of spots, dirt, or soil, and shall be without tears, frays, or pulls.

9.3 Vacuum after each session and leave no debris. The office environment must always be returned to normal during business hours unless otherwise approved by the Project Manager.

9.4 All other floor coverings (i.e. VCT, Laminate, Nora Rubber) shall be cleaned to remove any dirt and/or scuff marks and sealed and/or waxed with a product that is recommended by the product manufacture.

10. **INSPECTION AND ACCEPTANCE:**

10.1 Upon completion of the installation, the owner shall inspect and verify that the work is complete. All work found unacceptable shall be removed, replaced, and reinstalled at the installers' expense to the satisfaction and acceptance of the owner.

11. **INSTALLATION WARRANTY:**

11.1 The Contractor shall guarantee to replace or correct any floor covering (carpet that does not provide attractive, wrinkle-free appearance and to correct any condition due to faulty installation which may appear) for one (1) year from date of acceptance of the completed installation and/or repair within one (1) year of the acceptance of the completed installation, including any loss of adhesive to the sub-floor.

12. **CARPET SPECIFICATIONS (Part I):**

12.1 Carpetsing is defined to include (but not necessarily limited to) carpet tiles, broadloom carpet, cushion seating, edge treatment, anchorages, etc.

13. **QUALITY ASSURANCE:**

13.1 Manufacturer’s Representative: Obtain carpeting materials from only manufacturers who will, when requested, send a qualified technical representative to the site, to advise the installer of proper procedures.

13.2 Product Updates: During the term of contract, each Dealer will be required to furnish as necessary, current product information including new products, product substitutes or any discontinued product line to the Contract Administrator and Agency for inclusion in the existing contract.

14. **ADHESIVE:**

14.1 Adhesive: Provide floor adhesive as recommended and/or approved by the carpet manufacturer. Provide adhesive which complies with flame spread rating required for the carpet installation. Carpet tile adhesive shall be release type recommended by carpet manufacturer which will allow removal of carpet at any time without damage to carpet.
Technical Specifications continued

15. **WARRANTIES:**

15.1 **Part I (Carpet) WARRANTY:** Provide a fifteen - (15) year, full warranty, (after installation) against wear, failure or static protection, and delaminating of secondary backing as follows:

a. **Wear:** Warrant that the carpet will lose no more than 10% by weight of pile face fiber during the ten 10 year period commencing at the time of acceptance of the installed carpet.

b. **Static Electricity:** Fiber manufacturers Life-Of-The Product guarantee that carpet will maintain static at or below 3.5 kilovolts @70 degrees Fahrenheit and 20% Relative Humidity (AATCC-134).

c. **Backing Lamination:** Warrant the secondary backing of the carpet will not delaminate during the fifteen (15) year period.

d. **Exclusions:** Disfigurement or damage caused by the consumer when the damage does not arise out of a defect in the carpet is excluded.

e. An officer of the carpet manufacturing company shall submit to the Owner, on company letterhead, a sworn and notarized statement that the material to be shipped, delivered and installed meets or exceeds the above Specification Data. Statement to include the trade name and manufacturer of the face yarn and type of secondary backing.

16. **NO SUBSTITUTE:**

16.1 For the purpose of compatibility with existing installations, and to assure the County of a certain level of quality, no substitute brands will be accepted.

PART II: VINYL COMPOSITION TILE (VCT), SHEET VINYL, WILSONART LAMINATE FLOORING, NORA RUBBER FLOORING, REXCOURT FLOORING, CERAMIC AND QUARRY TILE:

17. **MANDATORY QUALIFICATIONS FOR DEALERS AND INSTALLERS OF NORA RUBBER FLOORING AND REXCOURT FLOORING**

17.1 **DEALERS:**

The Contractor, if other than a Manufacturer bidding direct, MUST submit a letter addressed to the County of Fairfax, prepared by the Manufacturer on its official letter-head and signed by an authorized official certifying as follows:

This is to certify that (Name of Dealer) is authorized to quote on the products manufactured by us as listed in Fairfax County's Invitations for Bid Number IFB ______________________, and further, if awarded the contract, that the company is in a position to comply with the terms, conditions and specifications as listed in the bid.
17.2 Each bidder will submit no less than three (3) CURRENT REFERENCES FOR Part II Sections 'I' thru 'O' installers. Bidders should furnish the name of the company, a point of contact, and a current telephone number. References will be attached to the indicated pages on the pricing schedule.

17.3 INSTALLERS: Floor covering installation firms shall have had at least three (3) years successful experience in floor covering installation (for Sections 'I' thru 'O') similar in size and type to the requirements of this contract.

18. METHOD OF VENDOR CONTACT

18.1 Answering machines are unacceptable as points of contact. Bidder shall indicate on the pricing schedule a contact person and telephone number for normal working hours. For emergency calls, and or calls on nights and weekends, the bidder shall either list on the pricing schedule a contact person and a telephone number or have a voice mail/paging system service or answering service. Successful bidders using a voice mail system or answering service are required to initiate a call back to the sender within 15-25 minutes.

19. ESTIMATES:

19.1 The County may require written estimates from the Contractor at no additional charge to the County. Estimates when requested will be returned in writing no later than three (3) working days, unless a different time of return is mutually agreed to with the requesting agency.

20. PRE-INSTALLATION AND FLOOR COVERING REMOVAL:

20.1 Substrate: Installer must examine the substrate and the conditions under which the floor covering is to be installed. The Contractor shall be responsible for conducting Moisture and Alkalinity Test on floors when required according to American Society for Testing and Materials (ASTM) to test the substrate and deem it suitable for resilient floor covering installation. Any testing required shall be performed at no additional cost to the County.

20.2 The Contractor shall measure carefully and check all dimensions and other conditions at the work sites prior to scheduled installations to insure proper fit in the areas designated. Contractor shall be totally responsible for the accuracy of his measurements on total square footage requirements and dye lot. No requests for floor covering or installation extras will be considered due to measurement takeoff errors by the Contractor. Scaled floor plans will be available in most cases.
20.3. The Contractor shall be responsible for removing and properly disposing of all existing floor covering and adhesive, wax, sealers oil and other deleterious substances which would interfere with the installation or be harmful to the work from the site at no additional cost to the County.

20.4. The Contractor shall be required to repair cracks, holes, depressions, floor tiles and concrete floors with suitable compounds in accordance with best commercial practices and as recommended by the floor covering manufacturer. The charges for making such repairs, including the material, shall be indicated by the Bidder as an hourly rate as outlined in the pricing schedule.

20.5. Asbestos: Whenever and wherever during the course of performing any work under this contract, if the Contractor discovers the presence of asbestos or suspects that asbestos is present, he MUST stop the work immediately, secure the area, notify the Project Manager or County Representative and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces, but 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. Resilient Base removal, if required, is the responsibility of the Contractor. Replacement shall be the responsibility of the Contractor. Removal of base shall not damage walls.

21. INSTALLATION:

21.1 Installation will be both during regular hours (7 A.M. - 5 P.M. Monday-Friday) and after hours (i.e.-after 5 P.M. and before 7 A.M. week nights, weekends/holidays). All areas done after hours must be ready for occupancy by 7 A.M. Monday through Friday. Staff may occupy areas where carpeting is to be installed. To minimize disruption to county staff, all work schedules shall be coordinated with and approved by the Project Manager prior to beginning any work.

21.2 The floor covering shall be installed with modular integrity. The installation should be treated as one contiguous floor without regard to walls or partitions. No piece tiles are allowed except along fixed walls. Each nightly transition of new and old floor covering shall integrate cleanly with no open floor areas or trip hazards.

21.3 Cut and fit sections of carpet in each room or space. Apply adhesive in accordance with manufacturer's instructions. Adhesive shall be the type recommended by the floor covering manufacturer.

21.4 Butt floor covering (VCT, Sheet Vinyl, Rubber Tiles, Laminate Floor, and Rexcourt Flooring) seams and edges tightly together, eliminate air pockets, and roll to ensure uniform bond everywhere where applicable.

21.5 Remove adhesive from face promptly upon exposure.
21.6. Install floor covering edge strip at every location where edge of floor covering is exposed to traffic.

22. MOVING OF FURNITURE:

22.1 The Contractor, based on sq/ft as specified in section ‘Q’ on the Pricing Schedule, will be responsible for moving office furniture and equipment. Sq/ft will be the total number of square feet of floor space taken up by furniture to be moved for floor covering installation. A Light Job is considered to $\leq$ (equal to or less than) 50% and a Heavy Job is considered $>$(greater than) 50%.

22.2 Items, which are the responsibility of the Contractor, shall include, but not be limited to, the following:

a. Standard office furnishings (i.e., desks, chairs, file cabinets, book shelves, etc.).
b. Standard office equipment (i.e., typewriters, disconnected computers, and peripherals, etc.).

22.3 General Office Moves: Items which are the responsibility of the County shall include the dismantling, moving from area and re-assembly of system furniture, library shelves, court benches, etc., if required.

23. VCT AND RUBBER FLOOR TILE REMOVAL / REPLACEMENT IN OFFICE SPACE HAVING SYSTEMS FURNITURE, DESKS, PANELS, ETC.:

NOTE: BIDDERS SHALL PROVIDE THE FOLLOWING SERVICES. FAILURE TO OFFER THIS SERVICE WILL RESULT IN DISQUALIFICATION OF BIDDER.

BIDDERS SHALL COMPLY WITH THE FOLLOWING:

23.1 This work covers all labor, materials, equipment, transportation, technical expertise, and incidentals required for removal of existing VCT, and Rubber Floor Tiles in office areas where modular furniture is present. Existing Floor Coverings are to be removed and replaced with VCT or Rubber Floor Tiles and adhesive. To minimize disruption to county staff, all work schedules shall be coordinated with and approved by the Project Manager prior to beginning any work. Each installation session shall leave the office in normal working order with all furniture in original locations. No areas may be left ripped-up or with furniture not in proper place. The Contractor will not be required to unplug or otherwise disconnect any telephones or electronic devices.

23.2 Installers are required to have no less than 3 years experience with VCT, and Rubber Floor Tiles installations in occupied areas with demonstrated previous experience with similar projects. The installation contractor shall propose and demonstrate a method for temporarily raising the existing panel system (System Furniture) in a vertical manner only (no distortion or deflection) as well as other office elements. Disassembly of the wall partitions is not allowed. No crow bars, levers, wooden blocks, hydraulic or other prying devices may be used on any furniture. The installation contractor shall only use approved lifting equipment and employ approved lifting methods for the type of modular furniture that they are working with.
Technical Specifications continued

23.3. Each bidder will furnish a “Compliance Letter” from the carpet manufacturer (on the VCT, and Rubber Floor Tiles manufacturer’s own company letterhead) stating the Bidder meets the installation criteria of this specification. THE LETTER MUST INCLUDE MANUFACTURER’S CERTIFICATION FOR FURNITURE LIFTING AND INSTALLATION OF VCT, and Rubber Floor Tiles. In the event that the Bidder is bidding on more than one Manufacturer’s product line, the bidder should furnish a “Compliance Letter” for each manufacturer included in its bid. Failure to provide the “Compliance Letter” from the applicable manufacturer for each product bid will be considered a non-responsive bid.

23.4. Each bidder above will also furnish three (3) references concerning the bidder’s experience with and ability to perform the work required under this section. This requirement for references is in addition to the requirement for references contained in paragraph 17.2 of the Technical Specifications.

24. REMNANTS:

24.1. For replacement and repairs, the Contractor shall furnish the Owner with 5% excess coverage of additional floor covering, in original boxes, in matching dye lots to that installed, plus all usable scraps larger than 2 sq. ft. in area or more than 8” in width.

25. CLEANING:

25.1 Remove all debris from installation site, carefully sorting pieces to be saved from scraps and cuttings to be disposed of.

25.2 Installed Floor Covering shall be free of spots, dirt, or soil, and shall be without tears, chips, or cracks.

25.3 Vacuum after each session and leave no debris. The office environment must always be returned to normal during business hours unless otherwise approved by the Project Manager.

25.4 All other floor coverings (i.e. VCT, Laminate, Nora Rubber, Sheet Vinyl) shall be cleaned to remove any dirt and/or scuff marks and sealed and/or waxed with a product that is recommended by the product manufacture.

26. INSPECTION AND ACCEPTANCE:

26.1 Upon completion of the installation, the owner shall inspect and verify that the work is complete. All work found unacceptable shall be removed, replaced, and reinstalled at the installers’ expense to the satisfaction and acceptance of the owner.

27. INSTALLATION WARRANTY:

27.1 The Contractor shall guarantee to replace or correct any floor covering for one (1) year from date of acceptance of the completed installation and/or repair within one (1) year of the acceptance of the completed installation, including any loss of adhesive to the sub-floor.
28. **QUALITY ASSURANCE:**

28.1 Manufacturer's Representative: Obtain carpeting materials from only manufacturers who will, when requested, send a qualified technical representative to the site, to advise the installer of proper procedures.

28.2. Product Updates: During the term of contract, each Dealer will be required to furnish as necessary, current product information including new products, product substitutes or any discontinued product line to the Contract Administrator and Agency for inclusion in the existing contract.

29. **ADHESIVE:**

29.1 Adhesive: Provide floor adhesive as recommended and/or approved by the carpet manufacturer. Provide adhesive which complies with flame spread rating required for the floor covering installation. Floor covering adhesive shall be type recommended by. Ceramic and Quarry Tiles shall be installed with latex modified thin set mortar only (latex mastic will not be accepted).

30. **WARRANTIES:**

30.1 **Part II (Floor Covering) WARRANTY:** Provide a full manufacturer's warranty, (after installation) against wear or failure of the installed product:

31. **NO SUBSTITUTES:**

31.1 For the purpose of compatibility with existing installations, and to assure the County of a certain level of quality, no substitute brands will be accepted.
COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY: The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS:

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFERER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offerer" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than $50,000.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS—Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS—
   a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
      1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
      2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
   b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
   c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
   d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS—
   a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work. Labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:

1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.

2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

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

d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.

e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS—When an error is made in extending total prices, the unit bid price will govern. Errors in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS—All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted either a) in the special mailing envelope provided by the Department of Purchasing and Supply Management or b) have the solicitation number, subject, and date/time of opening/closing clearly marked on the outside of any other wrapper used.

8. COMPLETENESS—To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS—Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS—Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART—Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS—For the purchase and delivery of certain goods and services the County may be divided into areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID—Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4. General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent for his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.

14. BID OPENING—All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County’s web site: http://www.fairfaxcounty.gov/dpsm/solic.htm.

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
15. **OMISSIONS & DISCREPANCIES**—Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

15. **RESPONSE TO SOLICITATIONS**—In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

17. **BIDDER INTERESTED IN MORE THAN ONE BID**—If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. **TAX EXEMPTION**—The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County’s Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-273.1 of the Virginia Retail Sales and Use Tax Regulations.

19. **PROHIBITION AGAINST UNIFORM PRICING**—The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

**SPECIFICATIONS**

20. **QUESTIONS CONCERNING SPECIFICATIONS**—Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. **BRAND NAME OR EQUAL ITEMS**—Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. **FORMAL SPECIFICATIONS**—When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.


**AWARD**

24. **AWARD OR REJECTION OF BIDS**—The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder. In determining the responsibility of a bidder, the following criteria will be considered:
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

d. The quality of performance of previous contracts or services;

e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;

f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

g. The quality, availability and adaptability of the goods or services to the particular use required;

h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

i. The number and scope of the conditions attached to the bid;

j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder’s County taxes or assessments are delinquent; and

k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-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 following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,

b. General Conditions and Instructions to Bidders,

c. Special Provisions and Specifications,

d. Pricing Schedule,

e. Any Addenda/Amendments/Memoranda of Negotiations

26. TIE-BIDS--If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.

b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.
29. DEFINITE BID QUANTITIES—Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES—On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS—Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.

b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE—A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE—

a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS—No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS—It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING—A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES—Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY—The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model design or pack.

40. NON-DISCRIMINATION-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 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 non-discrimination clause.
   b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
   d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.
   e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. VENDOR RELATIONS DIVISION-
   a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
   b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to ensure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
   c. As used in this contract, the term "minority business" means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo or Aleut.
   d. As used in this contract, the term "women-owned business" means a business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.
   e. Contractors may rely on oral or written representations by subcontractors regarding their status as small and minority business enterprises in lieu of independent investigation.
   f. Where Federal grants or monies are involved in it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

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

44. CHANGES—Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS—Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT—Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED—Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS—Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE—Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION—All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES—Unless bought F.O.B. "shipping point" and Contractor prepay transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS—Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING—Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage is allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING—The County will be responsible for demurrage charges only when such charges accrue because of the County’s negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars. only when such re-spotting is ordered by the County.

55. REPLACEMENT—Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

56. PACKING SLIPS OR DELIVERY TICKETS—All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier’s),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor

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

BILLING

57. BILLING—Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT—Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor’s failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS—Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING—When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY—Contractor agrees to:

   a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
   b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
   c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
   d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
   e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY—Contractor agrees to:

   a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
   b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
   c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
   d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infringement thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

65. INDEMNIFICATION—Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees. If any, and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT—

a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevan invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT—All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled “Business, Professional and Occupational Licensing (BPOL) Tax.” Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, Telephone (703) 222-5234 or visit: http://www.fairfaxcounty.gov/dla/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, “Fairfax License Tax No.” when appropriate.

66. REGISTERING OF CORPORATIONS—Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23206. The Commission may be reached at (304) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

67. COVENANT AGAINST CONTINGENT FEES—The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT—All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

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

b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror 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.

d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.

1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;

3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;

4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:

   a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

   b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;

5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;

7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.

b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9. of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

38
71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY.

a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD.

a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner as provided herein. No protest shall be for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES.

a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contractor from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION—No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract 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 conjunction with a specific contract awarded to a contractor in accordance with this section, 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.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT
The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

A. County of Fairfax Cover Sheet (DPSM30)
B. Special Provisions & Specifications
C. Appendix A (General Conditions)
D. Appendix B (Pricing Schedule, BPOL Form, Sample Jurisdiction Listing, Business Classification Schedule and Subcontractors Notification Form)

CONTACT FOR ADMINISTRATION:

NAME: ____________________________________________

ADDRESS: (Office) ______________________________________

TELEPHONE/FAX: (Office) _____________________________

E-MAIL: _____________________________________________

PAY TO ADDRESS: (If different from Firm address on Cover Sheet)

__________________________________________________________________

__________________________________________________________________
**Part 1 Floor Covering Pricing Schedule**

Section 'A' (Required to also Bid Sections 'E' 'F' & 'G')

Specifications for **Milliken Carpet Tiles** (Furnish Only)

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Delivery/Installation for IN STOCK items Days After receipt of Order (ARO) (Reference Paragraph 7 of the Special Provisions.) __________ Days

Delivery/Installation for OUT OF STOCK items Days After receipt of Order (ARO) (Reference Paragraph 7 of the Special Provisions.) __________ Days

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq./yd:

Delivery time: __________ Days

Extra Cost: $

For orders of 1,000 sq./yd or more:

Delivery time: __________ Days

Extra Cost: $
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TOTAL for Interface's Carpet Tile: $
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## PRICING SCHEDULE

Section 'C' - Part I (Required to also Bid Sections 'E' "F" & 'G')

Specifications for *Shaw's Commercial Carpet Tiles* (Furnish Only)

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Sub-Total for Shaw’s Commercial Broadloom Carpet (Section II)  

TOTAL FOR SECTION ‘C’ – Part I  

TOTAL FOR SECTION ‘C’ – Part II  

GRAND TOTAL FOR SECTIONS ‘C’ – Part I and II  

Delivery/Installation for IN STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) ______________ Days  

Delivery/Installation for OUT OF STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) ______________ Days  

If a “Quick Ship” program is available, please indicate delivery times and extra costs as follows:  

For orders less than 1,000 sq./yd:  

Delivery time: ______________ Days  

Extra Cost: $_______  

For orders of 1,000 sq./yd or more:  

Delivery time: ______________ Days  

Extra Cost: $_______  

50
## PRICING SCHEDULE

### Section 'D' - Part I (Required to also Bid Sections 'E' "F" & "G")

**Specifications for Patcraft's Commercial Broadloom Carpet (Furnish Only)**

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## PRICING SCHEDULE

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**Section 'D' – Part II (Required to also Bid Sections ‘E’ ‘F’ & ‘G’)**

### Specifications for Patcraft’s Commercial Carpet Tile (Furnish Only)

| 41  | **Entry Collection:**        | 100      | sq./yd|            |           |
|     | Scholastic II Tile           |          |       |            |           |
|     | Socrates II Tile             |          |       |            |           |
|     | Pinstripe Tile               |          |       |            |           |
|     | Tweed Tile                   |          |       |            |           |
|     | Homeroom II 26 Tile          |          |       |            |           |
|     | Color Your World Tile        |          |       |            |           |
| 42  | **Standard Collection:**     | 100      | sq./yd|            |           |
|     | Dazzle Tile                  |          |       |            |           |
|     | In Motion Tile               |          |       |            |           |
|     | Poetry Tile                  |          |       |            |           |
|     | Razzle Tile                  |          |       |            |           |
|     | Splash Tile                  |          |       |            |           |
|     | This Way Tile                |          |       |            |           |
|     | Twist & Shout Tile           |          |       |            |           |
| 43  | **Upgrade Collection:**      | 100      | sq./yd|            |           |
|     | Linea Tile                   |          |       |            |           |
|     | Color Still Matters Tile     |          |       |            |           |
|     | Don’t Run Tile               |          |       |            |           |
|     | Eighth Heaven Tile           |          |       |            |           |
|     | Walk Right In Tile           |          |       |            |           |
| 44  | **Office Collection:**       | 100      | sq./yd|            |           |
|     | Cloisonne Tile               |          |       |            |           |

**Sub-Total for Patcraft’s Commercial Broadloom Carpet (Section II)**

\$
## Pricing Schedule

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<td><strong>TOTAL FOR SECTION 'D' - Part II</strong></td>
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<td><strong>GRAND TOTAL FOR SECTIONS 'D' Part I and II</strong></td>
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Delivery/Installation for IN STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) __________ Days

Delivery/Installation for OUT OF STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) __________ Days

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq./yd:

Delivery time: __________ Days
Extra Cost: $  

For orders of 1,000 sq./yd or more:

Delivery time: __________ Days
Extra Cost: $  

---

53
# PRICING SCHEDULE

Section 'E'; Specifications for Additional Requirements (To be bid with Carpet Sections 'A' - 'D')

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<td>45</td>
<td>(Labor) Installation of carpet tile during regular working hours Monday through Friday 7:00 Am to 5:00 PM</td>
<td>sq./yd</td>
<td>$</td>
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<tr>
<td>46</td>
<td>(Labor) Installation of carpet tile after normal working hours, including weekends and holidays</td>
<td>sq./yd</td>
<td>$</td>
</tr>
<tr>
<td>47</td>
<td>(Labor) Installation of broadloom carpet during regular working hours Monday through Friday 7:00 Am to 5:00 PM</td>
<td>sq./yd</td>
<td>$</td>
</tr>
<tr>
<td>48</td>
<td>(Labor) Installation of broadloom carpet after normal working hours, including weekends and holidays</td>
<td>sq./yd</td>
<td>$</td>
</tr>
<tr>
<td>49</td>
<td>(Labor) Take up existing carpet including carpet tiles during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
<td>sq./yd</td>
<td>$</td>
</tr>
<tr>
<td>50</td>
<td>(Labor) Take up existing carpet including carpet tiles after regular working hours including weekends and holidays</td>
<td>sq./yd</td>
<td>$</td>
</tr>
<tr>
<td>51</td>
<td>(Labor) Take up existing carpet (Broadloom) during regular working hours Monday through Friday 7:00 Am to 5:00 PM</td>
<td>sq./yd</td>
<td>$</td>
</tr>
<tr>
<td>52</td>
<td>(Labor) Take up existing carpet (Broadloom) after regular working hours including weekends and holidays</td>
<td>sq./yd</td>
<td>$</td>
</tr>
<tr>
<td>53</td>
<td>(Labor) Take up existing carpet (Broadloom) that used hot-melt or other premium grade adhesives during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
<td>sq./yd</td>
<td>$</td>
</tr>
<tr>
<td>54</td>
<td>Labor to take up existing carpet (Broadloom) that used hot-melt or other premium grade adhesives after regular working hours including weekends and holidays</td>
<td>sq./yd</td>
<td>$</td>
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<tr>
<td>55</td>
<td>Floor patching and/or repairs to include provision of any necessary materials during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
<td>sq/yr</td>
<td>$</td>
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<tr>
<td>56</td>
<td>Floor patching and/or repairs to include provision of any necessary materials after regular working hours including weekends and holidays</td>
<td>sq/yr</td>
<td>$</td>
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<td>57</td>
<td>4&quot; NAFCO Vinyl Cove-Base, furnish and install</td>
<td>LF</td>
<td>$</td>
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<tr>
<td>58</td>
<td>6&quot; NAFCO Vinyl Cove-Base, furnish and install</td>
<td>LF</td>
<td>$</td>
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<tr>
<td>59</td>
<td>4&quot; Johnsonite Vinyl Cove-Base, furnish and install</td>
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<td>$</td>
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<td>60</td>
<td>6&quot; Johnsonite Vinyl Cove-Base, furnish and install</td>
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<td>$</td>
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<tr>
<td>61</td>
<td>Metal Edge Strip - furnish and install</td>
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<tr>
<td>62</td>
<td>Vinyl Edge Strip - furnish and install</td>
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Delivery Days A/R/O for above material and services: _____ days
(Reference Paragraph 4 of the Special Provisions)
## APPENDIX B

### PRICING SCHEDULE

**SECTION 'F' Office Furniture Moving** - (Reference Technical Specifications, paragraph 6) - Required to be Bid for Sections "A' - 'D')

**Note:** BIDDERS SHALL PROVIDE THE FOLLOWING SERVICES. FAILURE TO OFFERTHIS SERVICE WILL RESULT IN DISQUALIFICATION OF BIDDER.

| 63 | Furniture Moving for light job (Less than or equal to 50% sq/yd of floor area covered with furniture) during regular working hours Monday through Friday from 7:00 AM to 5:00 PM | sq/yd | $ |
| 64 | Furniture Moving for heavy job (Greater than 50% sq/yd of floor area covered with furniture) during regular working hours Monday through Friday from 7:00 AM to 5:00 PM | sq/yd | $ |
| 65 | Furniture Moving for light job (Less than or equal to 50% sq/yd of floor area covered with furniture) after during regular working hours including weekends and holidays | sq/yd | $ |
| 66 | Furniture Moving for heavy job (Greater than 50% sq/yd of floor area covered with furniture) after during regular working hours including weekends and holidays | sq/yd | $ |

**SECTION 'G' Service for the installation of Carpet Tiles in Office Space with Systems Furniture** (Reference Technical Specifications, paragraph 6) - Required to be Bid for Sections "A' - 'D')

**Note:** BIDDERS SHALL PROVIDE THE FOLLOWING SERVICES. FAILURE TO OFFERTHIS SERVICE WILL RESULT IN DISQUALIFICATION OF BIDDER.

| 67 | Labor to take up existing carpet tile, apply pressure sensitive adhesive, and install new carpet tile during regular working hours Monday through Friday 7:00 AM to 5:00 PM | sq/yd | $ |
| 68 | Labor to take up existing carpet tile, apply pressure sensitive adhesive, and install new carpet tile after regular working hours including weekends and holidays | sq/yd | $ |
| 69 | Labor to take up existing carpet (Broadloom), apply pressure sensitive adhesive, and install new carpet tile during regular working hours Monday through Friday 7:00 AM to 5:00 PM | sq/yd | $ |
| 70 | Labor to take up existing carpet (Broadloom), apply pressure sensitive adhesive, and install new carpet tile after regular working hours including weekends and holidays | sq/yd | $ |
| 71 | Labor to take up existing carpet (Broadloom) rubber backed or carpet that used hot-melt or other premium grade adhesives, apply pressure sensitive adhesive, and install new carpet tile during regular working hours Monday through Friday 7:00 AM to 5:00 PM | sq/yd | $ |
| 72 | Labor to take up existing carpet (Broadloom) rubber backed or carpet that used hot-melt or other premium grade adhesives, apply pressure sensitive adhesive, and install new carpet tile after regular working hours including weekends and holidays | sq/yd | $ |
### PRICING SCHEDULE

#### SECTION 'H' - "OPTIONAL ITEMS to be Bid for Sections ‘A’ - ‘D’

'Carpet Appearance Retention/Remedial Action Program':

**NOTE:** BIDDERS MAY CHOOSE TO OFFER THE FOLLOWING SERVICES AT THEIR OWN OPTION. FAILURE TO OFFER THIS SERVICE WILL NOT RESULT IN DISQUALIFICATION OF BIDDER.

<table>
<thead>
<tr>
<th>NO.</th>
<th>METHOD OF CLEANING/OTHER CHARGES</th>
<th>PRICE PER SQ FT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>73</td>
<td>Steam Cleaning (hot water extraction)</td>
<td>$</td>
</tr>
<tr>
<td>74</td>
<td>Shampooing (rotary brush)</td>
<td>$</td>
</tr>
<tr>
<td>75</td>
<td>Dry Compound (Capture, Host, or equivalent)</td>
<td>$</td>
</tr>
<tr>
<td>76</td>
<td>Dry Foam method</td>
<td>$</td>
</tr>
<tr>
<td>77</td>
<td>Absorbent Pad or Bonnet</td>
<td>$</td>
</tr>
<tr>
<td>78</td>
<td>Post-cleaning treatments (deodorants or soil/stain protectors)</td>
<td>$</td>
</tr>
<tr>
<td>79</td>
<td>Minimum Trip Charge - Weekdays</td>
<td>$ /Trip</td>
</tr>
<tr>
<td>80</td>
<td>Minimum Trip Charge – Nights/Weekend/Holiday</td>
<td>$ /Trip</td>
</tr>
<tr>
<td>81</td>
<td>Surcharge (per sq. ft.) Weekends, Holidays, Midnight-6:00 am</td>
<td>$ sq./ft</td>
</tr>
</tbody>
</table>

At the request of the County, Carpet appearance retention and remedial actions may be requested. Services may include, but are not limited to, monthly, bimonthly, quarterly, and annual basis to increase the useful life of carpet purchased. All work must be approved by the County prior to initiating these services. Although pricing above is based upon specific-use, various methods may/will be employed to provide the best end result for each facility. Post-cleaning treatments may be provided if specifically requested by the County and applied according to manufacturer’s instructions. Furniture moving to access carpet underneath shall be considered part of the normal job at no additional expense to the County. Special attention to heavily soiled or stained areas should also be included in the cost above.

**NOTE:** Carpet cleaning and/or remedial action shall be in accordance with the Institute of Inspection, Cleaning & Restoration Certification (IIICC) Carpet Cleaning Standard S001 (Standard Reference Guide for Professional Materials [latest issue]) for all aspects not specifically covered by manufacturer’s recommendations. For more information contact the IIICC at 2715 East Mill Plain Blvd., Vancouver, WA 98661.
### PART II

**Section "I" (Required to also Bid Sections 'P' & 'Q')**

#### Specifications for VCT Flooring

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>82</td>
<td>&quot;Armstrong Standard Excelon Imperial Textures VCT 1/8&quot; - Labor to install during regular working hours, VCT and adhesive included</td>
<td></td>
<td>sq/ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>83</td>
<td>&quot;Armstrong Standard Excelon Imperial Textures VCT 1/8&quot; - Labor to install after regular working hours, VCT and adhesive included</td>
<td></td>
<td>sq/ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>84</td>
<td>Minimum order of $___</td>
<td>1</td>
<td>ea</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL for VCT**

* Sold in full cartons only - Standard carton size 45 sf

Delivery/Installation for IN STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) ___________ Days

Delivery/Installation for OUT OF STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) ___________ Days

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq./ft:
- Delivery time: ___________ Days
- Extra Cost: $

For orders of 1,000 sq./ft or more:
- Delivery time: ___________ Days
- Extra Cost: $

### Section "J" (Required to also Bid Sections 'P' & 'Q')

#### Specifications for Sheet Vinyl Flooring

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>85</td>
<td>&quot;Armstrong Connection Corlon Sheet Vinyl - Sheet Vinyl, S-599 Adhesive and labor to install during regular working hours is included</td>
<td></td>
<td>sq/ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>86</td>
<td>&quot;Armstrong Connection Corlon Sheet Vinyl - Sheet Vinyl, S-599 Adhesive and labor to install after regular working hours is included</td>
<td></td>
<td>sq/ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>87</td>
<td>Minimum order of $___</td>
<td>1</td>
<td>ea</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL for Sheet Vinyl**

$
### PRICING SCHEDULE

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wilsonart Commercial Planks 5&quot;</td>
<td>88</td>
<td>sq./ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wilsonart Commercial Planks 7 3/4&quot;</td>
<td>89</td>
<td>sq./ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wilsonart Commercial Tile 15 1/2&quot;</td>
<td>90</td>
<td>sq./ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wilsonart Commercial Carpet Transitions 8' piece</td>
<td>91</td>
<td>ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wilsonart Commercial End Cap, T-Expansion or Transition Strip - 8' piece</td>
<td>92</td>
<td>ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wilsonart Commercial Quarter Round - 95&quot; piece</td>
<td>93</td>
<td>ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wilsonart Commercial Cushion - 100 sf roll</td>
<td>94</td>
<td>ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wilsonart Commercial Cushion - 600 sf roll</td>
<td>95</td>
<td>ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of Wilsonart Commercial Laminate Flooring and Cushion during regular working hours</td>
<td>96</td>
<td>sq./ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of Wilsonart Commercial Laminate Flooring and Cushion after regular working hours</td>
<td>97</td>
<td>sq./ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of Commercial Transition</td>
<td>98</td>
<td>l/f</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum order of $</td>
<td>99</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL for Wilsonart $

*Sold in Full Cartons - 12.80 sf/ctn
**Sold in Full Cartons - 20 sf/ctn
***Sold in Full Cartons - 15 sf/ctn

For a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

- For orders less than 1,000 sq./ft:
  - Delivery time: ____________ Days
  - Extra Cost: $ ____________

- For orders of 1,000 sq./ft or more:
  - Delivery time: ____________ Days
  - Extra Cost: $ ____________

Section "K" (Required to also Bid Sections 'P' & 'Q')

Specifications for Wilsonart Laminate Flooring
### PRICING SCHEDULE

Delivery/Installation for IN STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) ____________ Days

Delivery/Installation for OUT OF STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) ____________ Days

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

**For orders less than 1,000 sq./ft:**
- **Delivery time:** ____________ Days
- **Extra Cost:** $

**For orders of 1,000 sq./ft or more:**
- **Delivery time:** ____________ Days
- **Extra Cost:** $

Section 'L' (Required to also Bid Sections 'P' & 'Q')

**Specifications for Nora Rubber Flooring (Furnish Only)**

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Norament Tiles - Value/Heavy Traffic:</td>
<td>sq./ft</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>825 Round</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>825 Hammered</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>101</td>
<td>Norament Rolls - Performance/Extra Heavy Traffic</td>
<td>sq./ft</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>925 Round</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>925 Grano Hammered</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>925 Lago Hammered</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>102</td>
<td>Noraplan Tiles &amp; Rolls - Value/Performance Collection:</td>
<td>sq./ft</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Eco Tile</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Eco Roll</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>103</td>
<td>Noraplan Tile &amp; Rolls - Design/Performance Collection:</td>
<td>sq./ft</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Uni Tile</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Uni Roll</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stone Tile</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stone Roll</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Classic Tile</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Classic Roll</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Logic Tile</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Logic Roll</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fossil Tile</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fossil Roll</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# PRICING SCHEDULE

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>104</td>
<td><strong>Norament One-piece Nosing-Tread-Riser</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stair tread 3', 4', 5' or 6' Round</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stair tread 3', 4', 5' or 6' Hammered</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>105</td>
<td>310PU Polyurethane 2 gallon adhesive</td>
<td>ea</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>106</td>
<td>410 Acrylic 4 gallon adhesive</td>
<td>ea</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>107</td>
<td><strong>Stepfix Stairtread adhesive film</strong></td>
<td>ea</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL for Nora Rubber Flooring**

Delivery/Installation for IN STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) ____________ Days

Delivery/Installation for OUT OF STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) ____________ Days

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq./yd:

Delivery time: ____________ Days
Extra Cost: $

For orders of 1,000 sq./yd or more:

Delivery time: ____________ Days
Extra Cost: $

---

Section 'M' (Required to also Bid Sections 'P' & 'Q')

Specifications for **Rexcourt Flooring** (Furnish Only)

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>108</td>
<td><strong>Rexcourt G-6000 Series:</strong></td>
<td>sq./ft</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>*Wood 6.5 mm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>*Solid 6.5 mm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>109</td>
<td><strong>Rexcourt Adhesive 4 gallon</strong></td>
<td>ea</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>110</td>
<td><strong>Welding Rod – 200 if coil</strong></td>
<td>ea</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>111</td>
<td>Minimum order of $_____</td>
<td>1</td>
<td>ea</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL for Rexcourt Flooring**

$
### PRICING SCHEDULE

* Sold in full and 1/2 rolls only - Standard Roll size 5'11"x49'3"

<table>
<thead>
<tr>
<th>Delivery/Installation for IN STOCK items</th>
<th>Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.)</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery/Installation for OUT OF STOCK items</td>
<td>Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.)</td>
<td>Days</td>
</tr>
</tbody>
</table>

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq.yd:

- **Delivery time:** __________ Days
- **Extra Cost:** $

For orders of 1,000 sq.yd or more:

- **Delivery time:** __________ Days
- **Extra Cost:** $

---

61
## Pricing Schedule

Section 'N'; Specifications for Installation of Interceramics Ceramic Tiles (Distributed by Mosaic Tile Company) (Required to also Bid Section 'P' & 'Q')

<table>
<thead>
<tr>
<th>NO.</th>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>112</td>
<td>IC Ultra White 700 - IGMAICU</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>113</td>
<td>IC White 701 - IGMAICW</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>114</td>
<td>IC Bone 710 - IGMAICB</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>115</td>
<td>IC Smoke 724 - IGMAICO</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>116</td>
<td>IC Ultra White 700 - IGMAICU</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>117</td>
<td>IC White 701 - IGMAICW</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>118</td>
<td>IC Bone 710 - IGMAICB</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>119</td>
<td>IC Smoke 724 - IGMAICO</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>120</td>
<td>IC Ultra White 100 - IGBRICU*</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>121</td>
<td>IC White 101 - IGBRICW*</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>122</td>
<td>IC Bone 110 - IGBRICB*</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>123</td>
<td>IC Smoke 124 - IGBRICO*</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>124</td>
<td>IC Ultra White 100 - IGBRICU*</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>125</td>
<td>IC White 101 - IGBRICW*</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>126</td>
<td>IC Bone 110 - IGBRICB*</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>127</td>
<td>IC Smoke 124 - IGBRICO*</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>128</td>
<td>Crossville Porcelain Stone 1&quot; x 1&quot; Mosaics</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>129</td>
<td>VS77 Parisian White UP/PO</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>130</td>
<td>VS78 Congnac UP/PO</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>131</td>
<td>VS81 Palais Taupe UP/PO</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>132</td>
<td>VS85 General's Grey UP/PO</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>133</td>
<td>Crossville Porcelain Stone 3&quot; x 3&quot; Mosaics</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>134</td>
<td>A216 White Diamond</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>135</td>
<td>A260 Pebble</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>136</td>
<td>A370 Featherstone</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>137</td>
<td>A870 Seal Taupe</td>
<td>sq/ft</td>
<td>$</td>
</tr>
</tbody>
</table>

All tile accessory are at cost plus 20% Markup

---

Delivery/Installation for IN STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) ______________ Days

Delivery/Installation for OUT OF STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) ______________ Days

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq./ft:

Delivery time: ______________ Days
Extra Cost: $ ______________

For orders of 1,000 sq./ft or more:

Delivery time: ______________ Days
Extra Cost: $ ______________
### PRICING SCHEDULE

Section ‘O’; Specifications for Installation of *daltile* Ceramic Tiles (Distributed by *daltile* Company) *(Required to also Bid Section ‘P’ & ‘Q’)*

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>136</td>
<td>Matte Arctic White 0790</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>137</td>
<td>Matte White 0799</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>138</td>
<td>Matte Almond X735</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>139</td>
<td>Matte Desert Gray X714</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>140</td>
<td>Matte Arctic White 0790</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>141</td>
<td>Matte White 0799</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>142</td>
<td>Matte Almond X735</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>143</td>
<td>Matte Desert Gray X714</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>144</td>
<td>daltile Semi-Gloss Group 1 size - 4-1/4 x 4-1/4</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>145</td>
<td>Arctic White 0190</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>146</td>
<td>White 0100</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>147</td>
<td>Almond 0135</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>148</td>
<td>Desert Gray X114</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>149</td>
<td>daltile Semi-Gloss Group 1 size - 6 x 6</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>150</td>
<td>Arctic White 0190</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>151</td>
<td>White 0100</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>152</td>
<td>Almond 0135</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>153</td>
<td>Desert Gray X114</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>154</td>
<td>daltile Keystone Colorbody Porcelain price group 1 size - 1 x 1</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>155</td>
<td>Biscuit D317</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>156</td>
<td>Pepper White D037</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>157</td>
<td>Elemental Tan D166</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>158</td>
<td>Desert Gray D014</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>159</td>
<td>daltile Keystone Colorbody Porcelain price group 1 size - 3 x 3</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>160</td>
<td>Biscuit D317</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>161</td>
<td>Pepper White D037</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>162</td>
<td>Elemental Tan D166</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>163</td>
<td>Desert Gray D014</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>164</td>
<td>daltile Keystone Colorbody Porcelain price group 2 size - 1 x 1</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>165</td>
<td>Artic White D617</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>166</td>
<td>Amond D335</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>167</td>
<td>Uptown Taupe D132</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>168</td>
<td>Suede Gray D182</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>169</td>
<td>daltile Keystone Colorbody Porcelain price group 2 size - 3 x 3</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>170</td>
<td>Artic White D617</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>171</td>
<td>Amond D335</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>172</td>
<td>Uptown Taupe D132</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>173</td>
<td>Suede Gray D182</td>
<td>sq/ft</td>
<td>$</td>
</tr>
</tbody>
</table>

All tile accessories are at cost plus 20%
**PRICING SCHEDULE**

Delivery/Installation for IN STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) ________________ Days

Delivery/Installation for OUT OF STOCK items Days After receipt of Order (ARO) (Reference Paragraph 4 of the Special Provisions.) ________________ Days

If a "Quick Ship" program is available, please indicate delivery times and extra costs as follows:

For orders less than 1,000 sq./ft:
- Delivery time: ________________ Days
- Extra Cost: $__

For orders of 1,000 sq./ft or more:
- Delivery time: ________________ Days
- Extra Cost: $__

---

Section 'P'; Specifications for Additional Requirements (To be bid with Part II Sections 'I' - 'O')

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>168</td>
<td>(Labor) Installation of floor covering during regular working hours Monday through Friday 7:00 Am to 5:00 PM</td>
<td>sq./ft.</td>
<td>$</td>
</tr>
<tr>
<td>169</td>
<td>(Labor) Installation of floor covering after normal working hours, including weekends and holidays.</td>
<td>sq./ft.</td>
<td>$</td>
</tr>
<tr>
<td>170</td>
<td>(Labor) Take up existing floor covering including but not limited to VCT, Sheet Vinyl, Laminates (excluding carpet including broadloom and carpet tile) during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
<td>sq/ft</td>
<td></td>
</tr>
<tr>
<td>171</td>
<td>Labor to take up existing floor covering including but not limited to VCT, Sheet Vinyl, Laminates (excluding carpet including broadloom and carpet tile) after regular working hours including weekends and holidays</td>
<td>sq/ft</td>
<td></td>
</tr>
<tr>
<td>172</td>
<td>(Labor) Take up existing carpet including broadloom and carpet tiles during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
<td>sq./yd.</td>
<td>$</td>
</tr>
<tr>
<td>173</td>
<td>(Labor) Take up existing carpet including carpet tiles after regular working hours including weekends and holidays</td>
<td>sq./yd.</td>
<td>$</td>
</tr>
<tr>
<td>174</td>
<td>(Labor) Take up existing carpet including broadloom including rubber backed and carpet tiles that used hot-melt or other premium grade adhesives during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
<td>sq./yd.</td>
<td>$</td>
</tr>
<tr>
<td>175</td>
<td>Labor to take up existing carpet including broadloom including rubber backed and carpet tiles that used hot-melt or other premium grade adhesives after regular working hours including weekends and holidays</td>
<td>sq./yd.</td>
<td>$</td>
</tr>
<tr>
<td>176</td>
<td>Floor patching and/or repairs to include provision of any necessary materials during regular working hours Monday through Friday 7:00 AM to 5:00 PM</td>
<td>sq./ft.</td>
<td>$</td>
</tr>
</tbody>
</table>
## PRICING SCHEDULE

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>178</td>
<td>Floor patching and/or repairs to include provision of any necessary materials after regular working hours including weekends and holidays</td>
<td>sq./ft.</td>
<td>$</td>
</tr>
<tr>
<td>179</td>
<td>4&quot; NAFCO Vinyl Cove-Base, furnish and install</td>
<td>LF</td>
<td>$</td>
</tr>
<tr>
<td>180</td>
<td>6&quot; NAFCO Vinyl Cove-Base, furnish and install</td>
<td>LF</td>
<td>$</td>
</tr>
<tr>
<td>181</td>
<td>4&quot; Johnsonite Vinyl Cove-Base, furnish and install</td>
<td>LF</td>
<td>$</td>
</tr>
<tr>
<td>182</td>
<td>6&quot; Johnsonite Vinyl Cove-Base, furnish and install</td>
<td>LF</td>
<td>$</td>
</tr>
<tr>
<td>183</td>
<td>Metal Edge Strip - furnish and install</td>
<td>LF</td>
<td>$</td>
</tr>
<tr>
<td>184</td>
<td>Vinyl Edge Strip - furnish and install</td>
<td>LF</td>
<td>$</td>
</tr>
</tbody>
</table>

Delivery Days A/R/O for above material and services: _____ days
(Reference Paragraph 7 of the Special Provisions)

---

### Section 'Q'; Specifications for Additional Requirements (To be bid with Part II Sections 'I' - 'O')

#### General Office Moving

<table>
<thead>
<tr>
<th>NO.</th>
<th>Description</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>185</td>
<td>Furniture Moving for light job (Less that 50% sq/yd of floor area covered with furniture) during regular working hours Monday through Friday from 7:00 AM to 5:00 PM</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>186</td>
<td>Furniture Moving for heavy job (50% or greater sq/yd of floor area covered with furniture) during regular working hours Monday through Friday from 7:00 AM to 5:00 PM</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>187</td>
<td>Furniture Moving for light job (Less that 50% sq/yd of floor area covered with furniture) after during regular working hours including weekends and holidays</td>
<td>sq/ft</td>
<td>$</td>
</tr>
<tr>
<td>188</td>
<td>Furniture Moving for heavy job (50% or greater sq/yd of floor area covered with furniture) after during regular working hours including weekends and holidays</td>
<td>sq/ft</td>
<td>$</td>
</tr>
</tbody>
</table>

It is very important that all bidders provide letters from the manufacturers stating the following:

1. They are an approved supplier of the product.
2. They are qualified to install the products in a manner consistent with this solicitation.
BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in: Virginia ☐ Yes ☐ No
  ____________________________________________
  Fairfax County ☐ Yes ☐ No
  ____________________________________________

- Date business began/will begin work in Fairfax County
  ____________________________________________

Provide a detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

__________________________________________  _____________________________
Signature                                      Date

For Office Use Only:

- Company name and address:
  ____________________________________________

- Amount of Contract Award $ __________________________

- Fairfax County Department:
  ____________________________________________

- Department Contact ____________________________  Phone No. __________________________

- Company Contact ____________________________  Phone No. __________________________

- Nature of business
  ____________________________________________

Complete and return this form or a copy of your current Fairfax County Business License with your bid. Contract award may not be made without it.
**Sample Listing of Local Public Bodies**

REFERENCE PARAGRAPH 25 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

<table>
<thead>
<tr>
<th>Alexandria Public Schools, VA</th>
<th>Manassas Park, Virginia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexandria Sanitation Authority</td>
<td>Manassas, Virginia</td>
</tr>
<tr>
<td>Alexandria, Virginia</td>
<td>Manassas City Public Schools, Virginia</td>
</tr>
<tr>
<td>Arlington County, Virginia</td>
<td>Maryland-National Capital Park &amp; Planning Commission</td>
</tr>
<tr>
<td>Arlington Public Schools, Virginia</td>
<td>Metropolitan Washington Airports Authority</td>
</tr>
<tr>
<td>Bowie, Maryland</td>
<td>Metropolitan Washington Council of Governments</td>
</tr>
<tr>
<td>Charles County, Maryland</td>
<td>Montgomery Community College</td>
</tr>
<tr>
<td>Charles County Public Schools, MD</td>
<td>Montgomery County, Maryland</td>
</tr>
<tr>
<td>Chevy Chase Village, MD</td>
<td>Montgomery County Public Schools, MD</td>
</tr>
<tr>
<td>Clark County Administrative Services,</td>
<td>Northern Virginia Community College</td>
</tr>
<tr>
<td>College Park, Maryland</td>
<td>Northern Virginia Regional Commission</td>
</tr>
<tr>
<td>Culpeper County, Virginia</td>
<td>Orange County Public Schools, Virginia</td>
</tr>
<tr>
<td>Culpeper County Public Schools</td>
<td>Prince George's County, Maryland</td>
</tr>
<tr>
<td>District of Columbia</td>
<td>Prince George's County Public Schools, MD</td>
</tr>
<tr>
<td>District of Columbia Courts</td>
<td>Prince William County Public Schools, VA</td>
</tr>
<tr>
<td>DC Water and Sewer Authority</td>
<td>Prince William County, Virginia</td>
</tr>
<tr>
<td>District of Columbia Schools</td>
<td>Prince William County Service Authority</td>
</tr>
<tr>
<td>Fairfax County Water Authority</td>
<td>Rappahannock County Public Schools, VA</td>
</tr>
<tr>
<td>Fairfax, Virginia (City)</td>
<td>Rockville, Maryland</td>
</tr>
<tr>
<td>Falls Church City Public Schools</td>
<td>Shenandoah County Public Schools, VA</td>
</tr>
<tr>
<td>Falls Church, Virginia</td>
<td>Spotsylvania County Schools, Virginia</td>
</tr>
<tr>
<td>Fauquier County, Virginia</td>
<td>Stafford County, Virginia</td>
</tr>
<tr>
<td>Fauquier County Schools, Virginia</td>
<td>Stafford County Public Schools, Virginia</td>
</tr>
<tr>
<td>Fauquier County Water &amp; Sanitation Authority</td>
<td>Takoma Park, Maryland</td>
</tr>
<tr>
<td>Frederick City, Maryland</td>
<td>Vienna, Virginia</td>
</tr>
<tr>
<td>Frederick County Maryland</td>
<td>Upper Occoquan Sewage Authority</td>
</tr>
<tr>
<td>Frederick County Schools, Maryland</td>
<td>Virginia Railway Express</td>
</tr>
<tr>
<td>Gaithersburg, Maryland</td>
<td>Washington Suburban Sanitary Commission</td>
</tr>
<tr>
<td>Greenbelt, Maryland</td>
<td>Washington Metropolitan Area Transit Authority</td>
</tr>
<tr>
<td>Herndon, Virginia</td>
<td>Winchester, Virginia</td>
</tr>
<tr>
<td>Leesburg, Virginia</td>
<td>Winchester Public Schools</td>
</tr>
<tr>
<td>Loudoun County Sanitation Authority</td>
<td>Others</td>
</tr>
<tr>
<td>Loudoun County, Public Schools, VA</td>
<td></td>
</tr>
<tr>
<td>Loudoun County, Virginia</td>
<td></td>
</tr>
<tr>
<td>Madison County Public Schools, VA</td>
<td></td>
</tr>
<tr>
<td>Manassas Park Public Schools, VA</td>
<td></td>
</tr>
</tbody>
</table>

**Complete and return this form with your bid. Contract award may not be made without it.**

______________________________
Vendor Name

67
BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years.

Minority Business – is a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo or Aleut.

Woman-Owned Business – A business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box X on line 3.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

<table>
<thead>
<tr>
<th></th>
<th>SMALL BUSINESS</th>
<th>LARGE BUSINESS</th>
<th>OWNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>___ B</td>
<td>___ Y</td>
<td>Regardless of Ownership</td>
</tr>
<tr>
<td>2</td>
<td>___ C</td>
<td>___ A</td>
<td>Women-Owned</td>
</tr>
<tr>
<td>3</td>
<td>___ X</td>
<td>___ V</td>
<td>Minority-Owned</td>
</tr>
</tbody>
</table>

Complete and return this form with your bid. Contract award may not be made without it.

NAME OF FIRM: _____________________________
Complete and return this form with your bid. Contract award may not be made without it.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Amount</th>
<th>State</th>
<th>City</th>
<th>Street Address</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMALL/MINORITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If you are not using a subcontractor:

Please complete this form and return it to this office with your bid package.

In accordance with the subcontracting paragraph of the Special Provisions for the above-cited contract, you are required to provide the County with the Prime Contractor's classification code and the names, addresses, and dollar amount and small/minority classification code numbers from previous page(s) of each prime-tier subcontractor.

<table>
<thead>
<tr>
<th>Classification Code</th>
<th>Prime Contractor's Name</th>
<th>Contact Number/Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fax: 703-324-3228

Fairfax, Virginia 22035-0013
12000 Government Center Parkway, Suite 427
SMMEPP (SMME Program)
Department of Purchasing & Supply Management