NOTICE OF AWARD OF CONTRACT

TO: 

DATE ISSUED: JANUARY 30, 2013

SEE LIST ATTACHED

CURRENT CONTRACT NO: 607-13

CONTRACT TITLE: SCHOOL BUS BODIES, REPAIR PARTS AND SERVICE

PRIOR CONTRACT NO: 383-10

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

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on OCTOBER 31, 2014. This is the FIRST year award notice of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Rider Agreements No. 607-13-1, 607-13-2, 607-13-3 and 607-13-4 including any exhibits, attached or amendments thereto.

SECONDARY SOURCE LISTED ON THE NOTICE OF AWARD ATTACHED SHALL BE USED ONLY FOR URGENT REQUESTS WHERE THE PRIMARY SOURCE CANNOT MEET THE RESPONSE REQUIREMENT. DOCUMENTATION FROM THE PRIMARY SOURCE STATING THEY CANNOT MEET THE RESPONSE REQUIREMENT MUST BE OBTAINED PRIOR TO CONTACTING THE SECONDARY SOURCE.

CONTRACT PRICING:
REFER TO FAIRFAX COUNTY NOTICE OF AWARD

ATTACHMENTS:
FAIRFAX COUNTY NOTICE OF AWARD

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

VENDOR CONTACT: SEE LIST ATTACHED

COUNTY CONTACT: MATTHEW DAVILA
EMAIL: MDAVILA@ARLINGTONVA.US

TELEPHONE NO.: 703-228-6467

DATE: 1/30/13

DISTRIBUTION

VENDOR: 1

BID FOLDER: 2
K. Neal International Trucks, Inc.
5000 Tuxedo Road
Hyattsville, MD 20781
Contact: Jack Claunch
Telephone: 301-772-4341
JCLAUNCH@KNealInternational.com

Kingmor Supply, Inc.
3400 Cross Keys Road
Harrisonburg, VA 22801
Contact: Mark H. King
Telephone: 800-782-4474
MARK@KINGMORSUPPLY.COM

Parts & More, Inc.
75 Town & Country
Rocky Mount, VA 24151
Contact: J. Todd Mabry
Telephone: 800-581-4734
BusParts4U@gmail.com

Sonny Merryman, Inc.
P.O. Box 495
Rustburg, VA 24588
Contact: Gerald Layne
Telephone: 800-533-1006
Gerald@SonnyMerryman.com
COUNTY OF FAIRFAX, VIRGINIA

NOTICE OF AWARD

Date: NOV 1 2012

CONTRACT TITLE: School Bus Bodies, Repair Parts & Service
CONTRACT NUMBER: See Below
RFX NUMBER: IFB2000000358
NIGP CODE: 06517
CONTRACT PERIOD: November 1, 2012 through October 31, 2014
RENEWALS: Three (3) One-Year Options
SUPERSEDES: RQ09-996183-11A-F

SECONDARY SOURCE - Please note that Secondary source listed below shall be used only for urgent requests where the Primary source cannot meet your response requirement. Documentation from the Primary source stating they cannot meet the response requirement must be obtained prior to contacting the Secondary source.

CONTRACTOR:
K. Neal International Trucks, Inc.
5000 Tuxedo Road
Hyattsville, MD 20781

SUPPLIER CODE: 1000011786

CONTACT:
Jack Claunch
Telephone: 1-800-K2KNEAL/301-772-4341
Fax: 301-772-8397
E-mail: jclaunch@knealinternational.com

Contractor's Name
After Hours Emergency Contact Number: 301-503-6058

CONTRACT NO: 4400003436

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800-828-1140, Fax: (703) 324-3228
Notice of Award  
School Bus Bodies, Repair Parts & Service  
Page 2

**PRICING SCHEDULE**

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>SUPPLIER CODE:</th>
<th>CONTRACT NO:</th>
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<tbody>
<tr>
<td>Kingmor Supply, Inc.</td>
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<td>4400003437</td>
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<tr>
<td>3400 Cross Keys Road</td>
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<td></td>
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<tr>
<td>Harrisonburg, VA 22801</td>
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<td></td>
</tr>
<tr>
<td>Contact:</td>
<td>Mark H. King</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td>800-782-4474 / 800-784-4474</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td>540-433-0099</td>
<td></td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:mark@kingmoresupply.com">mark@kingmoresupply.com</a></td>
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<tr>
<td>After Hours Emergency Contact Number: 540-246-6613</td>
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<tr>
<td>Rocky Mount, VA 24151</td>
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<tr>
<td>Contact:</td>
<td>J. Todd Mabry</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td>800-581-4734 / 800-581-4735</td>
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<tr>
<td>Fax:</td>
<td>540-484-4988</td>
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<tr>
<td>E-mail:</td>
<td><a href="mailto:busparts4u@gmail.com">busparts4u@gmail.com</a></td>
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<td>4400003439</td>
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<td>P.O. Box 495</td>
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</tr>
<tr>
<td>Rustburg, VA 24588</td>
<td></td>
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<tr>
<td>Contact:</td>
<td>Gerald Layne</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td>800-533-1006 / 434-821-1000 ext.318</td>
<td></td>
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<tr>
<td>FAX:</td>
<td>434-821-2621</td>
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<tr>
<td>E-mail:</td>
<td><a href="mailto:Gerald@sonnymerryman.com">Gerald@sonnymerryman.com</a></td>
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<td>After Hours Emergency Contact Number: 703-331-5516</td>
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School Bus Bodies, Repair Parts & Service  
Page 3

PRICING SCHEDULE

TERMS:  
4400003436 - Net 30  
4400003437 - Net 30  
4400003438 - Net 30  
4400003439 - 1% 15 Net 30 Days

FOB:  
Destination

DELIVERY:  
Three (3) Days ARO (after receipt of order)

PRICES:  
See Attached Pricing Schedule

DPSM CONTACT:  
Theresa Carter, Contract Specialist I  
Telephone: (703) 324-3282  
Fax: (703) 324-3228  
E-mail: Theresa.carter@fairfaxcounty.gov

ORDERING INSTRUCTIONS:  
Any county department may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold ($10k) will be routed to DPSM and a purchase order will be executed.

Theresa L. Carter  
Contract Specialist I

DISTRIBUTION:  
Dept. of Finance – Accounts Payable/e  
DVS – Howard Frame/e  
Contract Specialist – T. Carter  
ACS, Team 1 – J. Waysome-Tomlin
# PRICING SCHEDULE

## PART I: OEM MANUFACTURERS

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<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Percentage Discount / Cost Mark Up</th>
<th>Contractor (s)</th>
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<td>Amtran/IC Bus</td>
<td>(-) 42% Retail</td>
<td>PRIMARY - K. Neal International</td>
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<td>(+) 15% Cost</td>
<td>Secondary - Kingmor Supply, Inc.</td>
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<tr>
<td>2.</td>
<td>Arrow Safety Device Company</td>
<td>(-) 30% Retail</td>
<td>Parts &amp; More, Inc.</td>
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<td>3.</td>
<td>Braun Lift</td>
<td>(-) 30% Retail</td>
<td>Kingmor Supply, Inc.</td>
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<td>4.</td>
<td>Bus Boy Mirrors</td>
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<td>Parts &amp; More, Inc.</td>
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<td>5.</td>
<td>Ricon Lift</td>
<td>(-) 20% Retail</td>
<td>Kingmor Supply, Inc.</td>
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<td>6.</td>
<td>Rosco Mirrors</td>
<td>(-) 26% Retail</td>
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<td>7.</td>
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<td>8.</td>
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<td>9.</td>
<td>Sure-Lock</td>
<td>(-) 30% Retail</td>
<td>Kingmor Supply, Inc.</td>
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<td>10.</td>
<td>Thomas Built Buses</td>
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<td>11.</td>
<td>Weldon Inc.</td>
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**PART II: MISCELLANEOUS AFTERMARKET SCHOOL BUS PARTS:**

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<th>Item No.</th>
<th>Fairfax County Part Number</th>
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### PRICING SCHEDULE

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<th>Item No.</th>
<th>Fairfax County Part Number</th>
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<td>1010-1126-10</td>
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<tr>
<th>Item No.</th>
<th>Fairfax County Part Number</th>
<th>Manufacturer</th>
<th>MFG. Part Number</th>
<th>Description</th>
<th>Bidders Part Number</th>
<th>Unit Price</th>
<th>Contractor(s)</th>
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<tbody>
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<td>Filter, Heater</td>
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<td>Secondary - Kingmor Supply</td>
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<tr>
<td>35</td>
<td>89-431538001</td>
<td>Amtran</td>
<td>431538001</td>
<td>Kit, Wiper Arm, Nut</td>
<td>431538001</td>
<td>$145.90</td>
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</tr>
</tbody>
</table>
### PRICING SCHEDULE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Fairfax County Part Number</th>
<th>Manufacturer</th>
<th>MFG. Part Number</th>
<th>Description</th>
<th>Bidders Part Number</th>
<th>Unit Price</th>
<th>Contractor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>89-220040</td>
<td>Radio Engineering Inc.</td>
<td>220040</td>
<td>Speaker, 4&quot;</td>
<td>220040</td>
<td>$7.00</td>
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<td></td>
<td>REI-220040</td>
<td>$6.03</td>
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</tbody>
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### Part III: Labor Rates:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Labor Rate</th>
<th>Contractor (s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>37</td>
<td>Labor per hour for Contractor to provide services</td>
<td>$95.00</td>
<td>K. Neal International</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$115.00</td>
<td>Kingmor Supply, Inc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$105.00</td>
<td>Sonny Merryman Inc.</td>
</tr>
</tbody>
</table>
Sample Listing of Local Public Bodies

REFERENCE PARAGRAPH 23 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>Maryland-National Capital Park &amp; Planning Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexandria Sanitation Authority</td>
<td>Maryland Department of Transportation</td>
</tr>
<tr>
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<td>Bladensburg, Maryland</td>
<td>Montgomery County, Maryland</td>
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<tr>
<td>Bowie, Maryland</td>
<td>Montgomery County Public Schools, MD</td>
</tr>
<tr>
<td>Charles County Public Schools, MD</td>
<td>Northern Virginia Community College</td>
</tr>
<tr>
<td>College Park, Maryland</td>
<td>Omni Ride</td>
</tr>
<tr>
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</tr>
<tr>
<td>District of Columbia Courts</td>
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</tr>
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</tr>
<tr>
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<tr>
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<tr>
<td>Frederick County Maryland</td>
<td>Vienna, Virginia</td>
</tr>
<tr>
<td>Gaithersburg, Maryland</td>
<td>Virginia Railway Express</td>
</tr>
<tr>
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<td>Washington Metropolitan Area Transit Authority</td>
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<tr>
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<td>Washington Suburban Sanitary Commission</td>
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<td>Leesburg, Virginia</td>
<td>Winchester, Virginia</td>
</tr>
<tr>
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</tr>
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<td></td>
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<tr>
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</tr>
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Complete and return this form with your bid. Contract award may not be made without it.

K. Neal International
Vendor Name
TRUCKS, INC.
Sample Listing of Local Public Bodies

REFERENCE PARAGRAPH 23 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:

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| × Arlington Public Schools, Virginia | × Montgomery Community College |
| × Bladensburg, Maryland | × Montgomery County, Maryland |
| × Bowie, Maryland | × Montgomery County Public Schools, MD |
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| × Culpeper County, Virginia | × Potomac & Rappahannock Trans. Commission |
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| × Fairfax County Water Authority | × Prince William County Service Authority |
| × Fairfax, Virginia (City) | × Rockville, Maryland |
| × Falls Church, Virginia | × Spotsylvania County Schools, Virginia |
| × Fauquier County, Virginia | × Stafford County, Virginia |
| × Fauquier County Schools, Virginia | × Takoma Park, Maryland |
| × Frederick City, Maryland | × Upper Occoquan Sewage Authority |
| × Frederick County Maryland | × Vienna, Virginia |
| × Gaithersburg, Maryland | × Virginia Railway Express |
| × Greenbelt, Maryland | × Washington Metropolitan Area Transit Authority |
| × Herndon, Virginia | × Washington Suburban Sanitary Commission |
| × Leesburg, Virginia | × Winchester, Virginia |
| × Loudoun County Sanitation Authority | × Winchester Public Schools |
| × Loudoun County, Public Schools, VA | × Loudoun County, Virginia |
| × Manassas, Virginia | × Manassas City Public Schools, Virginia |
| × Manassas Park, Virginia | |

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Kingmor Supply, Inc.

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Pultz & More, Inc.
Vendor Name
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| Y | Manassas, Virginia  
| Y | Manassas City Public Schools, Virginia  
| Y | Manassas Park, Virginia  

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---

SONNY MERRYMAN, INC  
Vendor Name
RIDER AGREEMENT NO. 607-13-1

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between K. Neal International Trucks, Inc., 5000 Tuxedo Road, Hyattsville, MD, 20781 ("Contractor"), a Delaware 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, Exhibit A (Fairfax County Invitation to Bid IFB2000000358 as amended, now known as Fairfax County Contract No. 4400003436), Exhibit B (Fairfax County acceptance agreement dated November 1, 2011), Exhibit C (Fairfax County Notice of Award dated November 1, 2012 with pricing schedule) together with any exhibits and amendments issued or applicable thereto (collectively, “Contract Documents” or “Contract”).

This Agreement rides a procurement process conducted by Fairfax County. The Contractor desires to extend to the County the same pricing, terms, and conditions as the Contractor’s agreement with Fairfax County, substituting the phrase “Arlington County”, as appropriate, for the phrases “Fairfax County” or “County of Fairfax” wherever those phrases appear in the Contract Documents. The phrases “Fairfax County Board of Supervisors” or “Board of Supervisors” are substituted with “County Board of Arlington County” wherever those phrases appear 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 provision of goods and services for the County (“Work”) shall commence upon execution of this Agreement by the County and shall be completed no later than OCTOBER 31, 2014 ("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, and only if Fairfax County Contract No. 4400003436 is renewed for additional 12 months terms, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than three (3) additional twelve (12) month periods from November 1, 2014 to October 31, 2017 (each such period shall be referred to as a "Subsequent Contract Term").

However, if Fairfax County Contract No. 4400003436 is not renewed, this Agreement shall automatically expire on the date of Fairfax County Contract No. 4400003436’s expiration date.
3. **CONTRACT PRICING**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit C for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. **PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. **SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide repair parts and service for school bus bodies.

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

6. **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.

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

9. **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 this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. **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.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, 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 that term is defined in the federal Immigration Reform and Control Act of 1986.

12. 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.
13. **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.

14. **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.

15. **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.

16. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all aspects 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.

17. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. **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:**

Jack Clauch
K. Neal International Trucks, Inc.
5000 Tuxedo Road
Hyattsville, MD 20781

**TO THE COUNTY:**

Matthew Davila, Project Officer
Arlington County, Virginia
2701 South Taylor Street
Arlington, VA 22206

**AND**

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
19. **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.

20. **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.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

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 Products 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 an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and 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 throughout 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.

h. Garage Liability: $1,000,000 Bodily injury, Property Damage per occurrence

i. Garagekeepers liability: $500,000 comprehensive, $500,000 collision

i. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
C/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: 

NAME: RICHARD D. WARREN, JR. 
TITLE: PURCHASING AGENT 
DATE: 11/29/2012

K. NEAL INTERNATIONAL TRUCKS, INC.

AUTHORIZED SIGNATURE: 

NAME AND TITLE: Jack Cleanch V.P. Parts 
DATE: NOV. 23, 2012

607-13-1
RIDER AGREEMENT NO. 607-13-3

THIS AGREEMENT (hereinafter “Agreement”) is made, on the date of its execution by the County, between Parts & More, Inc., 75 Town & Country, Rocky Mount, VA, 24151 (“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, Exhibit A (Fairfax County Invitation to Bid IFB2000000358 as amended, now known as Fairfax County Contract No. 4400003438), Exhibit B (Fairfax County acceptance agreement dated November 1, 2012), Exhibit C (Fairfax County Notice of Award dated November 1, 2012 with pricing schedule) together with any exhibits and amendments issued or applicable thereto (collectively, “Contract Documents” or “Contract”).

This Agreement rides a procurement process conducted by Fairfax County. The Contractor desires to extend to the County the same pricing, terms, and conditions as the Contractor’s agreement with Fairfax County, substituting the phrase “Arlington County”, as appropriate, for the phrases “Fairfax County” or “County of Fairfax” wherever those phrases appear in the Contract Documents. The phrases “Fairfax County Board of Supervisors” or “Board of Supervisors” are substituted with “County Board of Arlington County” wherever those phrases appear 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 provision of goods and services for the County (“Work”) shall commence upon execution of this Agreement by the County and shall be completed no later than OCTOBER 31, 2014 (“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, and only if Fairfax County Contract No. 4400003438 is renewed for additional 12 months terms, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than three (3) additional twelve (12) month periods from November 1, 2014 to October 31, 2017 (each such period shall be referred to as a "Subsequent Contract Term").

However, if Fairfax County Contract No. 4400003438 is not renewed, this Agreement shall automatically expire on the date of Fairfax County Contract No. 4400003438’s expiration date.
3. **CONTRACT PRICING**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit C for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. **PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. **SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide repair parts and service for school bus bodies.

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

6. **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.

7. **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. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.
8. **NON-APPROPRIATION**

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

9. **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 this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. **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.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, 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 that term is defined in the federal Immigration Reform and Control Act of 1986.

12. 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.
13. **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.

14. **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.

15. **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.

16. **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.

17. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. **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:**

J. Todd Mabry  
Parts & More, Inc.  
75 Town & Country  
Rocky Mount, VA 24151

**TO THE COUNTY:**

Matthew Davila, Project Officer  
Arlington County, Virginia  
2701 South Taylor Street  
Arlington, VA 22206

**AND**

Richard D. Warren, Jr., Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201
19. **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.

20. **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.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

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 Products 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 an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and 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 throughout 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.

h. Garage Liability: $1,000,000 Bodily injury, Property Damage per occurrence

i. Garagekeepers liability: $500,000 comprehensive, $500,000 collision

i. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 11/29/2012

AUTHORISED SIGNATURE:

NAME AND TITLE: Marcy B. Mcbray - Sec./Treas.
DATE: 11/27/12

PARTS & MORE, INC.
RIDER AGREEMENT NO. 607-13-4

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Sonny Merryman, Inc., P.O. Box 495, Rustburg, VA 24588 ("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, Exhibit A (Fairfax County Invitation to Bid IFB2000000359 as amended, now known as Fairfax County Contract No. 4400003439), Exhibit B (Fairfax County acceptance agreement dated November 1, 2012), Exhibit C (Fairfax County Notice of Award dated November 1, 2012 with pricing schedule) together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract").

This Agreement rides a procurement process conducted by Fairfax County. The Contractor desires to extend to the County the same pricing, terms, and conditions as the Contractor's agreement with Fairfax County, substituting the phrase "Arlington County", as appropriate, for the phrases "Fairfax County" or "County of Fairfax" wherever those phrases appear in the Contract Documents. The phrases "Fairfax County Board of Supervisors" or "Board of Supervisors" are substituted with "County Board of Arlington County" wherever those phrases appear 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 provision of goods and services for the County ("Work") shall commence upon execution of this Agreement by the County and shall be completed no later than OCTOBER 31, 2014 ("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, and only if Fairfax County Contract No. 4400003439 is renewed for additional 12 months terms, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than three (3) additional twelve (12) month periods from November 1, 2014 to October 31, 2017 (each such period shall be referred to as a "Subsequent Contract Term").

However, if Fairfax County Contract No. 4400003439 is not renewed, this Agreement shall automatically expire on the date of Fairfax County Contract No. 4400003439's expiration date.
3. **CONTRACT PRICING**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit C for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. **PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. **SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide repair parts and service for school bus bodies.

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

6. **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.

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

9. 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 this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. 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.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, 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 that term is defined in the federal Immigration Reform and Control Act of 1986.

12. 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.
13. **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.

14. **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.

15. **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.

16. **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.

17. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. **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:**

Gerald Layne, Inc.
Sonny Merryman, Inc.
P.O. Box 495
Rustburg, VA 24588

**TO THE COUNTY:**

Matthew Davila, Project Officer
Arlington County, Virginia
2701 South Taylor Street
Arlington, VA 22206

**AND**

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
19. **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.

20. **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.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

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 Products 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 an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
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 throughout 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.

h. Garage Liability: $1,000,000 Bodily injury, Property Damage per occurrence

i. Garageskeepers liability: $500,000 comprehensive, $500,000 collision

j. Certificate Holder - The Certificate Holder must be identified as:

    The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 12/03/12

SONNY MERRIMAN, INC.

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: [Signature]
DATE: 11/30/12

607-13-4
RIDER AGREEMENT NO. 607-13-2

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Kingmor Supply, Inc., 3400 Cross Keys Road, Harrisonburg, VA, 22801 ("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, Exhibit A (Fairfax County Invitation to Bid IFB2000000358 as amended, now known as Fairfax County Contract No. 4400003437), Exhibit B (Fairfax County acceptance agreement dated November 1, 2012), Exhibit C (Fairfax County Notice of Award dated November 1, 2012 with pricing schedule) together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract").

This Agreement rides a procurement process conducted by Fairfax County. The Contractor desires to extend to the County the same pricing, terms, and conditions as the Contractor's agreement with Fairfax County, substituting the phrase "Arlington County", as appropriate, for the phrases "Fairfax County" or "County of Fairfax" wherever those phrases appear in the Contract Documents. The phrases "Fairfax County Board of Supervisors" or "Board of Supervisors" are substituted with "County Board of Arlington County" wherever those phrases appear 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 provision of goods and services for the County ("Work") shall commence upon execution of this Agreement by the County and shall be completed no later than OCTOBER 31, 2014 ("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, and only if Fairfax County Contract No. 4400003437 is renewed for additional 12 months terms, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than three (3) additional twelve (12) month periods from November 1, 2014 to October 31, 2017 (each such period shall be referred to as a "Subsequent Contract Term").

However, if Fairfax County Contract No. 4400003437 is not renewed, this Agreement shall automatically expire on the date of Fairfax County Contract No. 4400003437's expiration date.
3. **CONTRACT PRICING**
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit C for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. **PAYMENT**
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. **SCOPE OF WORK**
The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide repair parts and service for school bus bodies.

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

6. **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.

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

9. 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 this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. 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.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, 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 that term is defined in the federal

12. 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.
13. **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.

14. **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.

15. **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.

16. **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.

17. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. **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:**

Mark H. King  
Kingmor Supply, Inc.  
3400 Cross Keys Road  
Harrisonburg, VA 22801

**TO THE COUNTY:**

Matthew Davila, Project Officer  
Arlington County, Virginia  
2701 South Taylor Street  
Arlington, VA 22206

**AND**

Richard D. Warren, Jr., Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201
19. **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.

20. **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.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

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 Products 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 an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
c. Cancellation - All insurance policies required by this Contract shall be cancelled 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 throughout the Contract term is grounds for termination of the Contract.

d. 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.

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

s. Garage Liability: $1,000,000 bodily injury, property damage per occurrence.

u. Garagkeepers Liability: $500,000 comprehensive, $500,000 collision.

w. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
2200 Clarendon Boulevard, Suite 200
Arlington, VA 22201

WITNESS these signatures:

[Signature]

[Signature]

NAME: EDWARD E. WARE, JR.
TITLE: PURCHASING AGENT
DATE: 12/1/2012

NAME: MARK H. KING
TITLE: PARTS SALES MANAGER
DATE: December 17, 2012