NOTICE OF AWARD OF CONTRACT

TO:
COLLILOWER, INC.
9320 PULASKI HIGHWAY
Baltimore, MD 21220

DATE ISSUED: January 9, 2013
CURRENT CONTRACT NO: 612-13

CONTRACT TITLE: AUTOMOTIVE HYDRAULIC HOSES AND FITTINGS

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MAY 4, 2013.

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

The contract documents consist of the terms and conditions of Rider Agreement No. 612-13, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
1) Refer to Exhibit A (attached)
2) Price adjustments for extension options based on CPI-U. All items. Washington-Baltimore area

ATTACHMENTS:
Rider agreement 612-13

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

VENDOR CONTACT: LINDA TAYLOR
TELEPHONE NO.: 410-686-1266

VENDOR PAYMENT TERMS: NET 30 DAYS
EMAIL: LTAYLOR@COLLILOWER.COM

COUNTY CONTACT: MATTHEW DAVILA
TELEPHONE NO.: 703-228-6467
EMAIL: CMDAVILA@ARLINGTONVA.US

CONSULTANT AUTHORIZATION

Delphine Lambert Date
Buyer
RIDER AGREEMENT NO. 612-13

THIS RIDER AGREEMENT (hereinafter "Agreement") is made on the date of its execution by the County, between Coliflower, Inc., 9320 Pulaski Highway, Baltimore, MD, 21220 ("Contractor"), a Maryland 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:

3. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement and Exhibit A (Attachment D to Montgomery County, MD, Contract No. 1006933), and amendments to this attachment issued or applicable thereto (collectively, "Contract Documents" or "Contract").

This Agreement rides a competitive procurement process conducted by Montgomery County, MD. The Contractor desires to extend to the County the same pricing as the Contractor's agreement with Montgomery County, MD.

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 for the County ("Work") shall commence upon execution of the Agreement by the County and shall be completed no later than MAY 4, 2013 ("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 Montgomery County Contract No. 1006933 is renewed for additional one (1) 12-month term, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than one (1) additional twelve (12) month period from May 5, 2013 to May 4, 2014 ("Subsequent Contract Term"). However, if Montgomery County Contract No. 1006933 is not renewed, this Agreement shall automatically expire on the date of Montgomery County Contract No. 1006933'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 A 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 portion(s) of the Work that has been provided by the Contractor and accepted by the County. The Project Officer will either approve the invoice or require that the Contractor make corrections to it and resubmit it for approval. The number of the County Purchase Order pursuant to which authority goods have been provided shall appear on all invoices.
5. **SCOPE OF WORK**
The Contractor agrees to provide the goods described in the Contract Documents. The primary purpose of the Work is to provide automotive hydraulic hoses and fittings.

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 obtains 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 without a signed County Purchase Order, the Contractor 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 provided under this Contract or substitutes for such goods 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 pursuant to 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 pursuant to 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 pursuant to this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue on balances owed by the Contractor to subcontractors 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 by the County for such interest charge. A cost reimbursement claim submitted by the Contractor to the County 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 the provision of goods 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 a fire, riot, rebellion, natural disaster, war, act 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 makes 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 a
fire, riot, rebellion, natural disaster, war, act of terrorism, or an act of
God beyond the control of the County that makes 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:

Jon Steinberg
Colliflower, Inc.
9320 Pulaski Highway
Baltimore, MD 21220

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, VA 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. 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: 01

COLLIFLOWER, INC.

AUTHORIZED
SIGNATURE: [Signature]

NAME AND TITLE: ACCM MNGR
DATE: 1-2-13
QUOTATION/SIGNATURE SHEET RPO #1006147 cont'd

GROUP II - HOSES ASSEMBLED BY VENDOR

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE: HOSE &amp; FITTINGS</th>
<th>LABOR</th>
<th>EXTENDED PRICE</th>
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<td>1.</td>
<td>H42304 Hose</td>
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Aggregate Total Price for Group II (Sum Total Extended Prices for Items 1 thru 5) $135.90

Contingent Items:

Hoses not listed in Group II will be priced in accordance with Manufacturer Catalog, Price List and Discount identified as:
Manufacturer Catalog No.: 4400  Price List No.: 4400 RL  Discount 9% %

Fittings not listed in Group II will be priced in accordance with Manufacturer Catalog, Price List and Discount identified as:
Manufacturer Catalog No.: 4400  Price List No.: 4400 RL  Discount 9% %

Delivery Schedule: Delivery is required within 48 hours of placement of order. In the event the successful contractor is unable to meet the delivery schedule, notification must be provided to the County by the contractor immediately. Upon such notification, the County reserves the right to rescind the order with no further contractual obligation by the County and the contractor may lay no claim to any proprietary/contractual right to the order.

Parts Warranty Period: Not less than 120 days. If parts warranty period is greater than 120 days, please indicate. 
__ Can Provide Accelerated Emergency Deliveries. __ Can Not Provide Accelerated Emergency Deliveries.

Accelerated Emergency Delivery Fee: 50.00 U.S.

Contact Person for questions concerning your bid: JON STERNBELL
Telephone Number: 310-645-6638  Fax Number: 310-424-7746
E-mail Address: jsternbell@colliflower.com

Contact Person for placing orders: JOHN THAYL
Telephone Number: 910-286-1200  Fax Number: 910-286-7576
E-mail Address: jthayl@colliflower.com

Normal Operating Hours - Weekdays: MONDAY-FRIDAY From: 8:30 A.M. To: 5:00 P.M.
Normal Operating Hours - Weekends: SATURDAY . . . From: 8-12 A.M. To: 5-12 P.M.
Business Website/Email Address: www.colliflower.com
QUOTATION/SIGNATURE SHEET RFQ #100647 cont'd

The County payment terms are net 30 days. Prices must be net, inclusive of all charges for transportation. Prices are to be less Federal, State and Local taxes. The following terms and conditions are hereby incorporated by reference and made part of this award:

1. General Conditions of Contract between County and Contractor
2. Evidence of insurance coverage, if applicable
3. Special Terms and Conditions between County and Contractor
4. Signature Page and Quotation Sheet(s)
5. Specifications Listed in this RFQ

I have read and understand all the clauses and requirements contained herein and any amendment thereto and the prices quoted reflect the conditions stated:

NAME OF FIRM: COLLIFLOWER INC

ADDRESS: 9300 PIMARII HIGHLAND C4T. MD. 21230

AUTHORIZED SIGNATURE: [Signature]

PRINTED NAME AND TITLE OF SIGNER: [Name/Title]

DATE OF BID: 4-5-11 FEDERAL TAX ID NUMBER: 520608335

TELEPHONE NUMBER: 410-696-1300 FAX NUMBER: 410-696-7546

*Firms must use their FULL LEGAL name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (e.g., Inc., Co., Corp., etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "trading as" or "d/b/a" (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of quote.