NOTICE OF AWARD OF CONTRACT

TO: SEE LIST ATTACHED

DATE ISSUED: MAY 17, 2013

CURRENT CONTRACT NO: 691-13

CONTRACT TITLE: OFF-THE-LOT HYBRID VEHICLES

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 SEPTEMBER 10, 2013.

There are ONE (1) 12-month renewal options.

The contract documents consist of the terms and conditions of Rider Agreement No. 691-13, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
1) REFER TO EXHIBIT A TO RIDER AGREEMENT 691-13 (ATTACHED)
2) FIRM PERCENTAGE DISCOUNT

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 ATTACHED

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: LAILA RANGEEN TELEPHONE NO.: 703-228-6591

EMAIL: L_RANGEEN@ARLINGTONVA.US EMAIL ADDRESS:

CONTRACT AUTHORIZATION

Yvette Gonzales Procurement Officer

Date 5/21/13

DISTRIBUTION

VENDOR: 1

BID FOLDER: 2
RIDER AGREEMENT 691-13
VENDORS LIST

691-13-1
FOR CHEVROLET AND NISSAN HYBRID VEHICLES

CRISWELL CHEVROLET, INC.
503 QUINCE ORCHARD ROAD
GAITHERSBURG, MD 20878
CONTACT: SCOTT SILVERMAN
PHONE: 301-948-5460
EMAIL: FLEET-MAN@MSN.COM

691-13-2
FOR FORD HYBRID VEHICLES

LINDSAY FORD, INC.
11250 VEIRS MILL ROAD
SILVER SPRING, MD 20902
CONTACT: DAN PADEROFSKY
PHONE: 240-283-3733
DPADEROFSKY@LINDSAYFORD.COM
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 691-13-2

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between Lindsay Ford, Inc., 11250 Veirs Mill Road, Silver Spring, MD, 20902 ("Contractor"), a Virginia L.L.C. authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement and Exhibit A (Quotation Sheet of Montgomery County, MD, Contract No. 9367000281BD), and amendments to this Quotation Sheet 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 on the date of execution of this Agreement by the County and shall be completed no later than September 10, 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. 9367000281BD 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 September 11, 2013 to September 10, 2014 ("Subsequent Contract Term"). However, if Montgomery County Contract No. 9367000281BD is not renewed, this Agreement shall automatically expire on the date of Montgomery County Contract No. 9367000281BD'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. SCOPE OF WORK
The Contractor agrees to perform the goods described in the Contract Documents. The primary purpose of the Work is to provide Ford hybrid vehicles.

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

5. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. 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.

6. PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. 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) calendar 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 subcontractors, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein 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.

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. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating 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 sole expense.

10. DELIVERY
All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

11. WARRANTY
All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor.
Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

12.  **INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

13.  **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 federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related 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 the 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 $10,000.00, so that these provisions will apply to each subcontractor or vendor.

14. 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, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. 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 marijuana or any other controlled substance 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 $10,000.00 relating to this Contract, 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, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. FAILURE TO DELIVER
In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. At its discretion, the County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

17. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County
shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

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

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.
Except as otherwise directed by the County in the notice, the Contractor
shall stop work on the date of receipt of notice of the termination or other
date specified in the notice, place no further orders or subcontracts for
materials, services, or facilities except as are necessary for the completion
of such portion of the Work not terminated, and terminate all vendors and
subcontracts and settle all outstanding liabilities and claims. Any
purchases after the date of termination contained in the notice shall be the
sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to
be improper or invalid by any court of competent jurisdiction then such
termination shall be deemed to have been a termination for convenience.

18. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of Work under this Contract may be terminated by the County
Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall
determine that such termination is in the County's best interest. Any such
termination shall be effected by the delivery to the Contractor of a written
notice of termination at least fifteen (15) days before the date of
termination, specifying the extent to which performance of the work under
this Contract is terminated and the date upon which such termination becomes
effective. The Contractor will be entitled to receive compensation for all
Contract services satisfactorily performed by the Contractor and allocable to
the Contract and accepted by the County prior to such termination and any
other reasonable termination costs as negotiated by the parties, but no
amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed,
the Contractor shall stop all designated work on the date of receipt of the
notice of termination or other date specified in the notice; place no further
orders or subcontracts for materials, services or facilities except as are
necessary for the completion of such portion of the work not terminated;
immediately transfer all documentation and paperwork for terminated work to
the County; and terminate all vendors and subcontracts and settle all
outstanding liabilities and claims.

19. 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

691-13-2
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.

20. **CONFIDENTIAL INFORMATION**
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

21. **ETHICS IN PUBLIC CONTRACTING**
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

22. **COUNTY EMPLOYEES**
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

23. **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, or an act of God beyond the control of the Contractor and outside 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, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.
24. **AUTHORITY TO TRANSACT BUSINESS**
The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

25. **RELATION TO THE 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 from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. 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.

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

27. **AUDIT**
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

28. **ASSIGNMENT**
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

29. **AMENDMENTS**
Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

30. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.
31. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing 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 claims 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 Purchasing Resolution, which is incorporated herein by 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 a decision of the Project Officer, County Manager, County Board, or a court.

32. **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 hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

33. **ARBITRATION**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

34. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

35. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

36. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

37. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or
governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

38. **SURVIVAL OF TERMS**
In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.

39. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

40. **AMBIGUITIES**
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

41. **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 to 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:**

Dan Paderofsky, Project Manager  
Lindsay Ford  
11250 Veirs Mill Road  
Silver Spring, MD 20902

**TO THE COUNTY:**

Laila Rangeen, Project Officer  
Arlington County, Virginia  
Equipment Bureau Division  
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

11  
69:13-2
42. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT

DATE: [Date]

LINDSAY FORD, L.L.C.

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: DAVE PASSERUSKY FLEET MANAGER

DATE: 5.17.13
PART I: SOLICITATION (Invitation for Bid ("IFB"))

SEAL BIDS IN ORIGINAL AND 1 COPY TO FURNISH THE SUPPLIES AND SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO 11:00 A.M., LOCAL TIME ON 5/18/2009. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER. THE FOLLOWING ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The "General Conditions of Contract Between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation quotation sheet(s).

PART II-BID

The Bidder, by signing this solicitation, agrees that the County has up to 120 calendar days from the bid opening date and time in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications and amendments of this solicitation shall remain firm for the above time period prior to contract award.

The County's Standard Payment Terms are Net 30 Days. An optional prompt payment term is not required, but may be offered conditioned on the following basis:

Only a prompt payment discount conditioned on a 30-day or greater payment basis will be utilized to recalculate bid prices for method of award purposes. Prompt payment discounts may be offered on a shorter payment basis and accepted by the County at time of award, but will not be considered for method of award purposes. Optional prompt payment terms: 8% Net 80 Days (please insert, if any)

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

The correct legal business name of the bidder must be used. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The bidder's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

BIDDER'S CORRECT LEGAL BUSINESS NAME: LINDSAY FORD LLC

ADDRESS: 11250 WEST MILLS RD FORT WASHINGTON MD 20744

REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)

TELEPHONE NO.: 240.283.3733

TOLL FREE NO.: 877.793.5333

FAX NO.: 301.946.9410

ACKNOWLEDGEMENT OF AMENDMENTS

The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:

<table>
<thead>
<tr>
<th>Amendment No./Date</th>
<th>Amendment No./Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1: 4/24/09</td>
<td></td>
</tr>
<tr>
<td>2: 5/11/09</td>
<td></td>
</tr>
</tbody>
</table>

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):

[Signature]

DAN PADCROFSKY, FLEET MANAGER

SIGNATURE OF ABOVE PERSON:

DATE: 5/14/09

PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT:

YOUR CONTRACT NUMBER IS: 9367000281-001

MONTGOMERY COUNTY, MARYLAND

BY

PRINTED NAME OF CONTRACTING OFFICER

YOUR CONTRACT NUMBER IS: 9367000281-60

MONTGOMERY COUNTY, MARYLAND

BY

PRINTED NAME OF CONTRACTING OFFICER

AWARD DATE: 9/1/09

PMDO-56 Rev. 9/04 THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY
The bidder must offer a "**Gross Dollar +/- Bid From Invoice**" bid for manufacturer(s) for which the bidder is a dealer in good standing (See SECTION C, Paragraph 53 AUTHORIZED DEALERS). If bidder represents a manufacturer(s) not listed, bidder may add manufacturer(s) as "Other." "**Gross Dollar +/- Bid From Invoice**" is the dollar amount that, when added or subtracted from the invoice price with manufacturer-to-dealer destination costs, minus the greatest sum of any and 100% of all available concessions, additional concessions, manufacturer's government bid concession(s), marketing discounts, component discounts, dealer cash incentive programs, rebates, invoice adjustments, available tax credits or any and all discounts, listed or otherwise, is the amount the County will pay the Contractor for a vehicle. All such discounts shall be passed on to the County as itemized line item credit(s).

Please state your **Gross Dollar +/- Bid From Invoice** for HYBRID vehicles here.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Gross Dollar +/- Bid From Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1 Chevrolet, except pickup trucks</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>#2 Chevrolet pickup trucks</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>#3 Ford</td>
<td>$ - 200$</td>
</tr>
<tr>
<td>#4 GMC, except pickup trucks</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>#5 GMC pickup trucks</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>#6 Honda</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>#7 Hyundai</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>#8 Kia</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>#9 Mahindra</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>#10 Phoenix</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>#11 Saturn</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>Line Item</td>
<td>Gross Dollar +/- Bid From Invoice</td>
</tr>
<tr>
<td>-----------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>#12 Toyota</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>#13 Volkswagen</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>#14 Other</td>
<td>$</td>
</tr>
<tr>
<td>#15 Other</td>
<td>$</td>
</tr>
<tr>
<td>#16 Other</td>
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</tr>
<tr>
<td>#17 Other</td>
<td>$</td>
</tr>
<tr>
<td>#18 Other</td>
<td>$</td>
</tr>
<tr>
<td>#19 Other</td>
<td>$</td>
</tr>
<tr>
<td>#20 Other</td>
<td>$</td>
</tr>
</tbody>
</table>