



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

CONTRACT AWARD COVERPAGE

TO: DPF SERVICES LLC	DATE ISSUED:	1/31/2022
11812 MAIN STREET, UNIT C-112	CONTRACT NO:	22-DES-R-585
FREDERICKSBURG, VIRGINIA 22408	CONTRACT TITLE:	OEM PARTS & SERVICES

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 documents consist of the terms and conditions of AGREEMENT No. 22-DES-R-585 including any attachments or amendments thereto.

EFFECTIVE DATE: 1/31/2022
EXPIRES: 6/30/2022
RENEWALS: THREE RENEWALS REMAINING
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 22-DES-R-585
ATTACHMENT A – STAFFORD COUNTY PUBLIC SCHOOLS CONTRACT 22-SCPS-004B

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

<u>VENDOR CONTACT:</u> RICHARD REHBERG	<u>VENDOR TEL. NO.:</u> (540) 412-5611
<u>EMAIL ADDRESS:</u> INFO@DPFSERVICESLLC.COM	
<u>COUNTY CONTACT:</u> CARMEN RIVERA (DES-EB)	<u>COUNTY TEL. NO.:</u> (703) 228-6465
<u>COUNTY CONTACT EMAIL:</u> CRIVERA@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

<i>Lucas Alexander</i>	Procurement Officer	1/31/2022
<small>DocuSigned by:</small>	Title	Date



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

RIDER AGREEMENT NO. 22-DES-R-585

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between DPF Services LLC ("Contractor"), a Virginia Limited Liability Company with a place of business at 11812 Main Street, Unit C-112, Fredericksburg, Virginia 22408, 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 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 Stafford County Public Schools Contract 22-SCPS-004B, dated 11/30/2021 together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Stafford County Public Schools and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Stafford County Public Schools. 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 the execution of the Agreement by the County" and shall be completed no later than 6/30/2022 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if Stafford County Public Schools renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for three (3) one-year renewal periods from 7/1/2022 until 6/30/2025 ("Subsequent Contract Term"). However, if Stafford County Public Schools does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. 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.

4. 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 furnish Original Equipment Manufacturer (OEM) vehicle parts.

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 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.

6. 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.

7. 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.

8. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

9. 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.

10. 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:

Richard Rehberg
DPF Services LLC
11812 Main Street, Unit C-112
Fredericksburg, Virginia 22408
Email: info@dpfservicesllc.com
Phone: (540) 412-5611

TO THE COUNTY:

Carmen Rivera, Project Officer
Arlington County Equipment Bureau
2701 S. Taylor Street
Arlington, Virginia 22206
Email: crivera@arlingtonva.us
Phone: (703) 228-6465

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294

Email: slewis1@arlingtonva.us

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

11. 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, or e-mail business@arlingtonva.us.

12. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

DPF SERVICES LLC

AUTHORIZED DocuSigned by:
SIGNATURE: *Lucas Alexander*
5D2342428F9D4B4
NAME: Lucas Alexander
TITLE: Procurement officer
DATE: 1/31/2022

AUTHORIZED DocuSigned by:
SIGNATURE: *Richard Rehberg*
DE5EEC67725A483...
NAME: Richard Rehberg
TITLE: Owner
DATE: 1/28/2022

**THE SCHOOL BOARD OF STAFFORD COUNTY
D/B/A STAFFORD COUNTY PUBLIC SCHOOLS
STANDARD CONTRACT
CONTRACT # 22-SCPS-004B**

This Standard Contract for Goods and Services (“Standard Contract”) is entered into this 29th day of November, 2021, by and between the School Board of Stafford County d/b/a Stafford County Public Schools (“SCPS”) Stafford, Virginia, or its authorized agents, and the Contractor identified below for the goods and services identified herein, on the following terms and conditions.

1. Definitions.

As used in this Standard Contract, the term “SCPS” shall mean the School Board of Stafford County d/b/a Stafford County Public Schools and its officers, agents, volunteers and employees. As used in this Standard Contract, the term “Contractor” shall mean:

CONTRACTOR NAME: DPF Services, LLC
ATTENTION: Richard Rehberg
ADDRESS: 11812 Main St., Unit C-112
Fredericksburg, VA 22408
PHONE: (540) 412 – 5611
EMAIL: info@dpfservicesllc.com

2. Contract Documents.

The Contract Documents consist of this Standard Contract, together with exhibits and amendments issued or applicable thereto (collectively, “Contract Documents” or “Contract”). The following exhibit(s) shall be part of the Contract Documents:

- a. Exhibit A: Request for Proposal (RFP) # 22-SCPS-004, OEM Vehicle Parts and all addenda
- b. Exhibit B: Contractor’s proposal dated 9/13/2021
- c. Exhibit C: Discount Pricing

Where the terms of this Standard Contract vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Standard Contract shall take precedence over any other Contract Document. The Contract is not valid unless executed by a duly-authorized agent of the Contractor and SCPS.

3. Provision of Goods and Services.

The Contractor shall provide OEM Vehicle Part services as described in Exhibit A in accordance with the terms and conditions of the Contract Documents.

No aspect of the Goods and Services shall be deemed complete until it is accepted by the using SCPS department (“Department”). For the purposes of the Contract the using Department shall be Fleet Services.

4. Contract Term.

The period of the Contract shall be from November 29, 2021 through June 30, 2022.

Upon the written agreement of both parties, the Contract may be renewed for up to three (3) additional successive one-year periods.

Upon a determination by SCPS to renew this contract for an additional term, written notification will be given to the Contractor. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases may be negotiated only at the time of renewal. If the SCPS elects to exercise the option to renew

the contract for an additional renewal term, the contract price(s) for the renewal term shall not exceed the contract price(s) of the most recent contract term by more than the percentage increase of the U.S. City Average, Other Services ID #CWUR0000SAS367 category Urban Wage Earners and Clerical Workers section of the Consumer Price Index (CPI-W) of the United States Bureau of Labor Statistics for the previous renewal period for which statistics are available. The source for this index shall be the Bureau of Labor Statistics Consumer Price Index available at the following link: <http://www.bls.gov/cpi>.

5. Compensation

The Contractor shall provide OEM Vehicle Parts at the discount pricing as specified in Exhibit C, Discount Pricing.

The Contractor shall not invoice SCPS for shipping for parts and/or special ordered parts shipped via ground services. If SCPS requests parts to be expedited and shipped overnight, the Contractor may invoice SCPS shipping fees not to exceed \$150. If SCPS requests parts be expedited and shipped overnight and that order requires delivery via freight services, the Contractor shall provide SCPS a quote for shipping costs. The Contractor shall receive written approval from SCPS for any shipping costs for orders delivered via freight services.

The Contractor shall not invoice SCPS a restocking fee for returned parts with the exception of filters. The Contractor may invoice SCPS a restocking fee up to 35% for filters.

The Contractor shall maintain and pass the warranty of all OEM vehicle parts from their distributors to SCPS.

6. Purchase Orders.

Any SCPS purchases made pursuant to the Contract are authorized only if a SCPS Purchase Order is issued in advance of the transaction. SCPS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the SCPS Purchasing Agent or designee. If the Contractor provides Goods and Services without a signed SCPS Purchase Order, it does so at its own risk and expense.

7. Delivery and Inspection

The Goods and Services delivered under the Contract shall comply with the requirements of the Contract. The Goods and Services delivered under the Contract shall comply with the requirements of the Contract. Upon delivery and/or completion of the work, SCPS will inspect the work and if approved, will accept the work and process payment as per the Contract. If SCPS rejects the work, the Contractor must correct the work at the Contractor's own expense. If the Contractor fails to correct the work within SCPS's schedule requirements, SCPS may take action as needed to complete the work, and the Contractor shall reimburse SCPS the price difference between the contract price and cost incurred by SCPS to satisfactorily complete the work. Inspection is the close and critical examination of goods or services delivered to determine conformance with applicable contract requirements or specifications. SCPS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

Acceptance or rejection of the Goods and Services shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject Goods and Services shall neither relieve the Contractor from responsibility for such Goods and Services that are not in accordance with the Contract requirements nor impose liability on SCPS. The inspection and test by SCPS of the Goods and Services does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.

8. School Contractor Certification

Contractor acknowledges that this Contract may require Contractor, Contractor's employees, subcontractors, or other persons within Contractor's control to have direct contact with Stafford County Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the Contractor's authorized signature on this document, Contractor hereby certifies to the School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Section 19.2-392.02 of the Code of Virginia; any offense involving the sexual molestation, physical, or sexual abuse or rape of a child; or any crime of moral turpitude.

Contractor confirms that it conducts criminal background checks on employees at the time of hire and requires that its subcontractors conduct background checks on employees at the time of hire by subcontractor. Further, Contractor certifies to the School Board that its policy and that of its subcontractors is not to hire or continue to employ any individuals convicted of any violent felony set forth in the definition of barrier crime in subsection A of Section 19.2-392.02 of the Code of Virginia; any offense involving the sexual molestation, physical, or sexual abuse or rape of a child; or any crime of moral turpitude. Contractor shall promptly report to the School Board any change that would make this certification no longer accurate.

Contractor further understands and acknowledges (1) that if Contractor makes a materially false statement regarding any of the above offenses, Contractor will be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction is grounds for the revocation of this Agreement and, when relevant, the revocation of any license required to provide such services and (2) that before any person is permitted to provide such services subsequent to this certification, Contractor must complete a new certification regarding such person.

9. Assignability of Contract.

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

10. Non-Appropriation of Funds.

Any obligation of SCPS to pay compensation due to the Contractor pursuant to the Contract are subject to appropriations by the School Board of Stafford County to satisfy payment of such obligations. SCPS's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such appropriation is not made for any fiscal year, the Contract shall terminate effective at the end of the fiscal year for which funds were appropriated and SCPS shall not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. SCPS will provide Contractor with written notice of non-appropriation of funds 30 days after action is completed by the School Board of Stafford County, but failure to give such notice shall be of no effect and SCPS shall not be obligated under the Contract beyond the date of termination specified in SCPS's written notice.

11. Contract Modification.

The contract shall not be amended, modified, or otherwise changed except by the written consent of the contractor and SCPS given in the same manner and form as the original signing of the contract.

12. Termination.

SCPS may terminate this Contract at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

13. Payment by SCPS

- (A) SCPS shall pay for completed services and delivered goods, on or before the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of this contract for the delivery of goods or the completion of services; or (ii) if such date is not established by this contract, not more than forty-five days after goods or services are received or not more than forty-five days after an invoice in a form acceptable to SCPS is rendered, whichever is later.
- (B) Invoices and other requests for payment must be supported by documentation acceptable to SCPS, in its sole discretion, confirming that the goods or services referenced within the invoice have been delivered or performed in accordance with this Contract. Within twenty days after the receipt of an invoice from the Contractor for goods delivered or services completed, SCPS shall notify the Contractor of any defect or impropriety which would prevent payment by the required payment date. Contractor must submit an invoice for final payment within 30 days after completion and acceptance by SCPS of the services to be performed or after SCPS's acceptance of the goods or services, whichever is applicable.
- (C) Contractor shall submit a completed W-9 form with the signed contract. SCPS requires this information prior to issuing task orders/purchase orders and payments the Contractor.
- (D) SCPS agrees to promptly pay the Contractor upon the satisfactory completion of each task order made against this Contract, in lawful money of the United States in accordance with Virginia Code Section 2.2-4352.

14. Payment to Subcontractors.

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

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from SCPS for work performed by the subcontractor under the Contract, except for amounts withheld as allowed in subparagraph (b), above. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent 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 paragraph may not be construed to be an obligation of SCPS. 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.

All Contractors, if a proprietorships, partnerships, and/or corporations, shall provide SCPS with its federal employer identification number, or if an individual contractor, their social security number.

15. Examination of Records.

(a) The Contractor agrees that SCPS, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy pertinent books, documents, papers, and records of the Contractor involving transactions related to the Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of the Contract, a provision to the effect that the subcontractor agrees that SCPS or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy pertinent books, documents, papers and records of such sub-contractor involved in transactions related to such subcontract, or the Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of the Contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

16. Authorization to Conduct Business in the Commonwealth.

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Any business entity described above that enters into a contract with SCPS shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. SCPS may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this paragraph.

17. Employment Discrimination Prohibited.

During the performance of the Contract, the Contractor agrees to not discriminate against the Contractor's employees or applicants for employment in accordance with the requirements of Virginia Code § 2.2-4311, as amended, said requirements are incorporated herein as if stated in their entirety.

18. Employment of Unauthorized Aliens Prohibited.

In accordance with Virginia Code § 2.2-4311.1, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the Federal Immigration Reform and Control Act of 1986.

19. Drug-Free Workplace.

During the performance of the Contract, the Contractor agrees to provide a drug-free workplace for the Contractor's employees in accordance with the requirements of Virginia Code § 2.2-4312, as amended, said requirements are incorporated herein as if stated in their entirety.

20. Nondiscrimination Clause.

In accordance with Virginia Code § 2.2-4343.1, as amended, SCPS does not discriminate against faith-based organizations. SCPS does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.

21. Contractor Status.

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants, partners, or agents of SCPS except for such purposes as may be specifically enumerated herein, nor shall anything contained in the Contract be construed to create any partnership or joint venture between the parties. The Contractor is

solely responsible for the employment, selection, management, and supervision of its own participants and for ensuring that its participants abide by all applicable rules for security, safety and general conduct. The Contractor shall maintain exclusive control over its operations. SCPS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by SCPS for its employees.

22. General Warranty.

The Contractor agrees to:

- (a) Save SCPS, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- (b) Warrant that when the Contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to SCPS the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- (c) Protect SCPS against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- (d) Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- (e) Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of SCPS.
- (f) Protect SCPS from loss or damage to SCPS owned property while it is in the custody of the Contractor.

23. Service Warranty.

The Contractor agrees to:

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

24. Insurance.

(a) In addition to any other forms of insurance for bonds required in the Contract Documents, the Contractor shall provide and maintain the following insurance.

- (i) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of not less

than \$500,000 (each employee) or a maximum limit of \$1,000,000, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

(ii) **Automobile Liability:** A minimum of \$2,000,000 combined single limit for each occurrence for property damage liability and bodily injury liability including death in Automobile Liability coverage. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under a standard Automobile Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

(iii) **Comprehensive General Liability:** Comprehensive General Liability insurance at a minimum \$1,000,000 per occurrence, written on an occurrence basis, including ongoing and completed contractual liability; and \$2,000,000 general aggregate. In addition, Comprehensive General Liability policy shall include a per project aggregate endorsement. Completed project aggregate endorsement shall continue in force for three years following completion of the Contract.

(b) Additional insurance provisions that apply to all Contracts include:

(i) Additional Insured: The School Board of Stafford County, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the Insurance Certificate that this coverage "is primary and non-contributory to all other coverage SCPS may possess."

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

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub contractor's work under the Contract, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

(iii) Excess or Umbrella Liability Policy: Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

(d) All Contractors shall provide shall provide thirty days (30) notice of cancellation of any insurance policy. Each of the policies shall include a waiver of subrogation against SCPS, its officers, employees, agents and volunteers.

(e) The insurance specified herein shall be with an insurance company acceptable to the parties hereto and licensed to do business in the Commonwealth of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.

(f) Current insurance certificates documenting compliance with these coverage requirements shall be provided to SCPS Purchasing Agent prior to the award of any Contract.

25. Indemnification.

(a) General Indemnification. Contractor must indemnify, keep and save harmless, and defend SCPS, its agents, officials, employees, and volunteers against Claims that may accrue or arise against SCPS as a

result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Paragraph 25, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by SCPS, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against SCPS or a settlement reached that requires SCPS to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend SCPS as provided in this Contract.

(b) Intellectual Property Indemnification. In addition to the General Indemnification, Contractor will indemnify SCPS for and defend SCPS against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify SCPS for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim. In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 25, Contractor must at its expense and within a reasonable time: (a) obtain a right for SCPS to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify SCPS and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to SCPS the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing this paragraph, however, relieves the Contractor of liability to SCPS for damages sustained by SCPS by virtue of any breach of contract related to a third-party infringement claim.

(c) Right to Participate in Defense. SCPS may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires SCPS to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain SCPS's prior written consent before entering into such settlement or resolution.

(d) No Indemnification by SCPS. The parties agree that under applicable law SCPS cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by SCPS, that promise or term is stricken from this Contract and of no effect. Further, the School Board cannot lawfully enter into an indemnification or hold harmless provision or agreement to arbitrate. Accordingly, any provision in the Agreement purporting to require the School Board to indemnify or hold harmless Contractor for any act of omission or to enter into binding arbitration shall not have any effect or be enforceable against the School Board. This Agreement satisfies all notice requirements as required by the Contract Documents owed by School Board to Contractor that it is opting out of arbitration and alternative dispute resolution processes. Further this Agreement serves as notice that School Board does not wish to resolve disputes utilizing arbitration or any other alternative dispute resolution process. Under no circumstances does School Board waive applicable statutes of limitations, legal or equitable remedies, or its right to a jury trial to resolve a legal dispute filed in a court of competent jurisdiction. In addition, School Board is under no obligation to abide by any alternative dispute resolution provisions once the Contract is terminated.

26. Disputes.

Any dispute concerning a question of fact as a result of the Contract shall be decided by a duly authorized representative of SCPS, who shall render his/her decision in writing and mail or otherwise forward a copy to the Contractor within 90 days of the receipt of the claim. The decision of the duly authorized representative of SCPS, or designee, shall be final and conclusive unless the Contractor appeals the decision as provided in the Code of Virginia (1950, as amended). The Contractor may not institute a legal action, prior to receipt of SCPS's decision on the claim, unless the duly authorized representative of SCPS fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the SCPS Purchasing Agent, or designee, no later than 60 days after the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the Goods and Services. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

27. Governing Law, Venue, Jurisdiction.

The Contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with the Contract or its performance must be brought in the applicable court of Stafford, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

28. Entire Agreement.

The Contract Documents set forth the entire agreement between SCPS and the Contractor. The SCPS 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. Neither this Standard Contract nor any of the other Contract Documents may be amended unless in writing, signed by the duly authorized representatives of the parties hereto.

29. Notices.

Questions pertaining to the Contract shall be directed to the SCPS Procurement Office. Otherwise, the individual named below will serve as the Contract Administrator for SCPS and will be SCPS's point of contact for day-to-day operations under this Contract. SCPS's Contract Administrator cannot approve amendments or price changes to this contract.

Jeffery Jeter
Director of Fleet Services
Stafford County Public Schools
40 Transfleet Drive
Fredericksburg, VA 22406
PHONE: (540) 373 – 0055, FAX: (540) 373 – 6076
jeterejl@staffordschools.net

Unless otherwise provided herein, all notices and other communications required by the 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:

SCPS reserves the right to change its Contract Administrator, upon notice to the Contractor.
Contact information for the Contractor:

CONTRACTOR NAME: DPF Services, LLC
ATTENTION: Richard Rehberg
ADDRESS: 11812 Main St., Unit C-112
Fredericksburg, VA 22408
PHONE: (540) 412 – 5611
EMAIL: info@dpservicesllc.com

Contact information for SCPS’s Procurement Office:

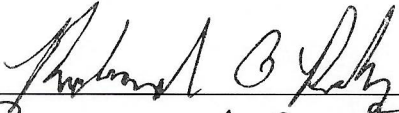
Stafford County Public Schools
31 Stafford Avenue
Stafford, Virginia 22554
Phone: 540-658-6000/Fax: 540-658-6600
Email: procurement@staffordschools.net

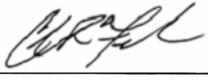
30. Counterparts.

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

DPF SERVICES, LLC

STAFFORD COUNTY PUBLIC SCHOOLS

By: 
Name: Richard A Rehberg
Title: Owner
Date: 11/22/2021

By: 
Name: Chris Fulmer
Title: Assistant Superintendent of Finance and Administration
Date: 11/30/2021