

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

NOTICE OF RIDER CONTRACT

TO: KINGMOR SUPPLY, INC
11850 LIVINGSTON ROAD
SUITE 139
MANASSAS, VA 20109

DATE ISSUED:

AUGUST 14, 2019

CURRENT REFERENCE NO:

20-040-R-2

CONTRACT TITLE:

DES - SCHOOL BUS PARTS
AND REPAIR SERVICES

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

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

LEAD AGENCY NAME: COMMONWEALTH OF VIRGINIA

LEAD AGENCY CONTRACT NUMBER: E194-73321-MA2057

EFFECTIVE DATE: AUGUST 14, 2019

EXPIRES: MAY 15, 2020

RENEWALS: ONE (1) ONE (1) YEAR RENEWAL OPTION FROM MAY 16, 2020 TO MAY 15, 2021

COMMODITY CODE(S): 07100

LIVING WAGE: N

ATTACHMENTS:

ATTACHMENT A - COMMONWEALTH OF VIRGINIA CONTRACT NUMBER E194-73321-MA2057

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: JIM HOLBERT

VENDOR TEL. NO.:

(703) 335-9970

EMAIL ADDRESS: JIM.HOLBERT@KINGMORSUPPLY.COM

COUNTY CONTACT: CARMEN RIVERA (DES - AUTO
EQUIPMENT)

COUNTY TEL. NO.:

(703) 228-6465

COUNTY CONTACT EMAIL: CRIVERA@ARLINGTONVA.US

CONTRACT SUMMARY
E194-73321- MA2057
Collins and IC School Buses
Modifications are in Red

1	CONTRACT PERIOD	May 16, 2019 – May 15, 2020
2	PURPOSE	Contract Renewal
3	RENEWAL OPTIONS REMAINING	1
4	COMMODITY CODE	07100
5	AUTHORIZED USERS	See Section II
6	CONTRACTOR'S eVA VENDOR ID#	E2826
7	CONTRACTOR	Kingmor Supply, Inc.
8	CONTRACTOR CONTACT	Steve Mitchell (800) 782-4474 steve@kingmorsupply.com
9	PRICING	See Section V
10	F.O.B.	Destination
11	DPS CONTRACTING OFFICER	Dell Forehand 804-786-4068 Orsdell.forehand@dgs.virginia.gov

I. ORDERING INSTRUCTIONS

- A. **Ordering Method:** This is an optional use Contract. To ensure maximum transparency and public access to the Commonwealth's procurement opportunities and consistent with Code of VA §2.2-1110, all Authorized Users must submit orders directly with the Contractor through the Commonwealth's electronic procurement website www.eva.virginia.gov. The orders will be governed under this agreement and the terms contained in the separate agreement for participation in eVA executed by the Contractor.
- B. **Purchase Order Information:** When placing an eVA non-catalog order, each line of the requisition must be identified with the correct Contractor Name and Location (eVA Vendor ID#), contract item number, full item description and the contract unit price. The exact Contract Number must be inserted in the Contract Number field for each line item of the eVA requisition. **Purchase orders not bearing the correct contract number in the appropriate location will be non-compliant and may not be considered a purchase against this contract.**
- C. No minimum order limits apply.

II. AUTHORIZED USERS

This Contract is available for use by all Commonwealth of Virginia public school divisions or entities, state agencies, educational institutions, and other public bodies and entities as defined in Section 2.2-4301 entitled "Definitions" of the Virginia Public Procurement Act (VPPA), as amended. In addition, private institutions of higher education chartered in Virginia as defined in Code of Virginia §2.2-1120 and granted tax-exempt status under Internal Revenue Code §501(c)(3).

III. GENERAL INFORMATION

- A. All orders shall be F.O.B. Destination and prices include all standard freight costs.
- B. Contractor must adhere to any and all security requirements at any facilities that are served.
- C. Delivery of buses must be within 180 days after receipt of order (ARO) but a typical delivery is usually within 90-120 days ARO. Equipment and services should be within 30 days ARO.
- D. Maintenance and repair products ordered incorrectly by an Authorized User may incur a restocking fee if required by the manufacturer.
- E. Authorized User Acceptance: Inspection and acceptance upon delivery, and approval of Contractor's invoice are the responsibility of the Authorized User.
- F. Product Availability / Substitution: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the DPS Contracting Officer or the Authorized User submitting an order. An Authorized User may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to Authorized User's written approval, for a price no greater than the Contract price, if the product for which a Contract Order was issued becomes unavailable to the Contractor.
- G. Products judged by the Authorized User to be unacceptable may be rejected, with documented cause. All costs associated with rejection are the responsibility of the Contractor. Over-shipments of maintenance and repair products will be accepted at the Authorized User's discretion. The Contractor will be responsible for the disposition of all defective, damaged or rejected over-shipped products of maintenance and repair products. Return authorization shall be provided by the Contractor within 14 calendar days of verbal notification.

IV. INVOICING AND METHODS OF PAYMENT

A. Invoices

All invoices shall be rendered promptly to the Authorized User after all Products and/or

services covered by the invoice have been provided. Contractor shall submit invoices for any Authorized User in accordance with the invoice mailing instructions and other instructions contained in the Order. No invoice may include any cost other than those identified in the Contract or individual Order referencing this Contract. Invoices shall provide at a minimum:

1. Name of Authorized User (the ordering entity);
2. Authorized User point of contact name;
3. Description of the Products and/or services provided;
4. Invoice number;
5. Invoice date;
6. Monthly charges;
7. Contract number; and
8. Purchase order number.

B. Methods of Payment

1. Payment will be made forty-five (45) days after receipt of Product / or services or a valid invoice, whichever is later.
2. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold of the Authorized User, Contractor shall accept payment using an Authorized User's purchasing card or any other order / payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, under contract for the use by the Authorized User. Contractor agrees that they shall not accept any Charge Card Order that exceeds the minimum amount (e.g., \$5,000, etc.) or any other card limitation established and authorized for use with the Contractor by an Authorized User. Contractor shall accept payment by the Commonwealth's Gold Card if it is offered for payment.
3. Payment may be made by any other duly authorized official payment method or card as mutually agreed upon between the Authorized User and the Contractor.

C. Credit (Equipment)

Contractor will accept and provide full credit for Equipment based on the manufacturer's decision regarding such return and credit. Contractor will act as an advocate for the Authorized User in all instances.