



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

CONTRACT AWARD COVERPAGE

TO: KINGMOR SUPPLY, INC. 6187 SOUTH VALLEY PIKE MT. CRAWFORD, VIRGINIA 22841	DATE ISSUED: <u>2/7/2022</u> CONTRACT NO: <u>22-DES-R-584</u> CONTRACT TITLE: <u>SCHOOL BUSES AND RELATED PARTS AND SERVICE</u>
---	--

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-584 including any attachments or amendments thereto.

EFFECTIVE DATE: 2/7/2022
EXPIRES: 9/30/2023
RENEWALS: THREE RENEWALS REMAINING
LIVING WAGE: N

ATTACHMENTS:
 AGREEMENT No. 22-DES-R-584
 EXHIBIT A – FAIRFAX COUNTY CONTRACT 4400008995

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> FLOYD MORRIS	<u>VENDOR TEL. NO.:</u> <u>(703) 335-9970</u>
<u>EMAIL ADDRESS:</u> FLOYD@KINGMORSUPPLY.COM	
<u>COUNTY CONTACT:</u> CARMEN RIVERA (DES-EB)	<u>COUNTY TEL. NO.:</u> <u>(703) 228-6465</u>
<u>COUNTY CONTACT EMAIL:</u> CRIVERA@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

<i>Lucas Alexander</i>	Procurement Officer	2/7/2022
<small>Title</small>	<small>Date</small>	



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

RIDER AGREEMENT NO. 22-DES-R-584

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Kingmor Supply, Inc. ("Contractor"), a Virginia corporation with a place of business at 6187 South Valley Pike, Mt. Crawford, Virginia 22841 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 Fairfax County Contract 4400008995, dated 2/5/2019 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 Fairfax County and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Fairfax County. 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 9/30/2023 ("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 Fairfax County 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 10/1/2023 until 9/30/2026 ("Subsequent Contract Term"). However, if Fairfax County 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 school buses and related parts and service.

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:

Floyd Morris, President
Kingmor Supply, Inc.
6187 South Valley Pike
Mt. Crawford, Virginia 22841
Email: floyd@kingmorsupply.com
Phone: (703) 335-9970

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.

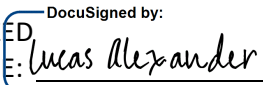
12. COUNTERPARTS

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

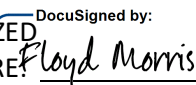
KINGMOR SUPPLY, INC.

AUTHORIZED SIGNATURE:  _____
5D2342428F9D4B4...

NAME: Lucas Alexander _____

TITLE: Procurement Officer _____

DATE: 2/7/2022 _____

AUTHORIZED SIGNATURE:  _____
AD9A931D68E34FB...

NAME: Floyd Morris _____

TITLE: President _____

DATE: 2/7/2022 _____



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

FEB 05 2019

Kingmor Supply, Inc.
Attn: Floyd Morris, President
6187 South Valley Pike
Mt. Crawford, VA 22841
Reference: RFP2000002611; School Buses and Related Parts & Services

Dear Mr. Morris:

Acceptance Agreement

Contract Number: 4400008995

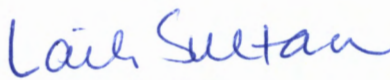
This acceptance agreement signifies a contract award to Kingmor Supply, Inc. for School Buses and Related Parts & Services. The period of the contract shall be from the date of award through September 30, 2023 with three (3) additional one-year periods.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The Terms and Conditions of RFP2000002611; School Buses and Related Parts & Services, and all addenda;
3. Your Proposal dated August 15, 2018; and
4. The signed Memorandum of Negotiations.

Please note that this is not an order to proceed. A purchase order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions Paragraph 23 within ten (10) days after receipt of this letter.

Sincerely,


for Michelle R. Pratt
Director

MRP/ae

*50-11
2/5/19*

Acceptance Agreement
4400008995
Page 2 of 2

PRICING SCHEDULE

Item No.	Item Description	Unit Price
Base Unit Buses		
1.	53 Passenger Bus	\$111,250.00
2.	77 Passenger Bus	\$107,200.00
Options		
3.	Onspot Automatic Snow Chains	\$1,800.00
4.	Driver's Overhead Storage Compartment	\$250.00
5.	42,000 BTU Webasto Heater	\$2,460.00
6.	AGM Batteries (3)	\$500.00
7.	Automatic Emergency Braking System – Wingman Advanced	\$1,350.00
8.	Automatic Emergency Braking System – Wingman Fusion	\$2,550.00
Parts		
9.	Discount from Manufacturer's List Pricing	34%



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

MEMORANDUM OF NEGOTIATION


RFP2000002611, School Buses and Related Parts & Services

The County of Fairfax, Fairfax County Public Schools (hereinafter called the County or FCPS) and Kingmor Supply (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400008995. The final contract contains the following items:

- a. Fairfax County's Request for Proposal #2000002611 and all Addenda;
- b. Kingmor Supply Technical and Business proposal as amended by this Memorandum of Negotiations;
- c. Attached Response to Clarifications letter dated December 13, 2018;
- d. Attached Summary of Negotiations dated January 8, 2019;
- e. The Memorandum of Negotiations; and
- f. All subsequent amendments to the contract.

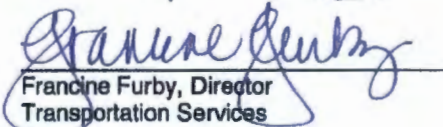
All other prices, terms, and conditions remain the same.

ACCEPTED BY:



 Floyd Morris, President
 Kingmor Supply

January 28, 2019
Date



 Francine Furby, Director
 Transportation Services

1.31.2019
Date



 Michelle R. Pratt, Director
 Office of Procurement Services

2/5/2019
Date

fr



Kingmor Supply, Inc.
Transportation Products

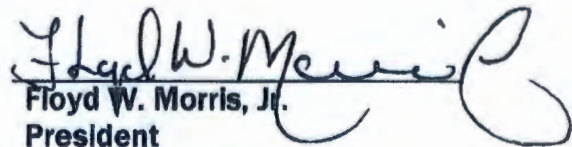
Clarification:

1. Provide a breakdown of the coverage provided under your five-year warranty.

Please find attached: Attachment A - IC school bus body & chassis warranty. Attachment B - Cummins engine warranty. Attachment C - Allison transmission warranty. All 3 warranties comply with your 5-year warranty requirement in your RFP. In addition to the 5 years, the Allison transmission warranty also provides an additional 2 years, making a total of 7 years on the transmission. Both covered and non-covered items are outlined in these warranties.

2. Clarify the percentage discount notated in Appendix B, Section V11: Parts Pricing. The inclusion of a minus symbol made it unclear whether Kingmor intends to provide a 34% discount or a 34% markup.

It is Kingmor's understanding that under Virginia Code § 2.2-4331 markup/cost plus is prohibited; Merriam-Webster defines the - minus symbol as used in mathematics to indicate subtraction. According to Appendix B, Section V11: Parts Pricing, Kingmor offers a discount (subtraction) off Manufacturer's List Pricing.


Floyd W. Morris, Jr.
President
Kingmor Supply, Inc.



415 Rotary Street
Hampton VA 23661
Phone: (833) 639-4609
Fax: (757) 224-5108

6187 South Valley Pike
Mt. Crawford VA 22841
Phone: (800) 782-4474
Fax: (540) 433-0099

11850 Livingston Road
Manassas, VA 20109
Phone: (703) 335-9970
Fax: (703) 335-9973

January 8, 2019

RFP 2000002611 – School Buses and Related Parts & Services

Summary of Negotiations – Kingmor Supply

FCPS Points of Discussion and Clarification

1. Please explain the \$350.00 "eVA fee" referenced in Kingmor Supply Cost Proposal, "Breakdown of Total Unit Costs"
 - a. Offeror clarified that this is a supplier cost incurred via Department of General Services, and not a fee charged through/by eVA.

FCPS understands and accepts the justification behind the cost.

2. Please explain what is included in the Tulsa to Harrisonburg \$2900.00 delivery fee
 - a. Offeror clarified that this cost includes, at a minimum, transportation between three sites, driver cost, insurance, and quality assurance technicians.

FCPS understands and accepts the justification behind the cost.

3. Please explain the increased cost for side mounted traffic warning lights.
 - a. The manufacturer will no longer install the lights fitting FCPS' specifications; as such, Offeror must install as an after market customization which has resulted in a cost increase.

FCPS understands and accepts the justification behind the cost.



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

APR 16 2019

AMENDMENT NO. 1

CONTRACT TITLE: School Buses and Related Parts & Services

CONTRACTOR

Kingmor Supply, Inc.
6187 South Valley Pike
Mt. Crawford, VA 22841

SUPPLIER ID

1000009611

CONTRACT NO.

4400008995

By mutual agreement, Contract 4400008995 is amended to incorporate the following:

1. Add customized video system installation per the attached revised Pricing Schedule.

All other prices, terms and conditions remain unchanged.

ACCEPTANCE:

BY:

Signature

Floyd W. Morris, Jr.

Printed Name

President

Title

April 16, 2019

Date

Michelle R. Pratt
Director

MRP/ae

DISTRIBUTION:

Contractor
FCPS –Transportation – Joey Welborn

JO
4-23-19

Contract #4400008995

Amendment 1

Page 2 of 2

PRICING SCHEDULE

Item No.	Item Description	Unit Price
Base Unit Buses		
1.	53 Passenger Bus	\$111,250.00
2.	77 Passenger Bus	\$107,200.00
Options		
3.	Onspot Automatic Snow Chains	\$1,800.00
4.	Driver's Overhead Storage Compartment	\$250.00
5.	42,000 BTU Webasto Heater	\$2,460.00
6.	AGM Batteries (3)	\$500.00
7.	Automatic Emergency Braking System – Wingman Advanced	\$1,350.00
8.	Automatic Emergency Braking System – Wingman Fusion	\$2,550.00
10.	Video Install in Driver's Overhead Storage	\$743.00
Parts		
9.	Discount from Manufacturer's List Pricing	34%