



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

INVITATION TO BID NO. 24-DES-ITB-635

ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 2:00 P.M. ON THE 25TH DAY OF JUNE 2024.

FOR THE PROVISION OF HEAVY EQUIPMENT TOWING SERVICES

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.

The County will conduct a virtual bid opening via Microsoft Teams Application (APP). Bidders interested in viewing the public bid opening must download the APP and join the meeting via the Microsoft Teams APP and enable audio, video or both. The link to join the virtual bid opening is provided below:

[Join the meeting now](#)

Meeting ID: 271 853 250 239 Passcode: LwnKhy
[+1 347-973-6905](#) Phone conference ID: 951 606 541#

NOTICE: ANY BIDDER ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA BEFORE CONTRACT AWARD (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent

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Procurement Officer
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I. INFORMATION FOR BIDDERS

1. QUESTIONS AND ADDENDA

BIDDERS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS INVITATION TO BID.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **ITB No. 24-DES-ITB-635**. Prior to the award of a contract resulting from this solicitation, Bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY JUNE 12, 2024, AT 5:00 PM EASTERN TIME TO BE CONSIDERED FOR AN ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL BIDDERS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Bidders are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. INTEREST IN MORE THAN ONE BID AND COLLUSION

Reasonable grounds for believing that a Bidder is interested in more than one bid for a solicitation, including both as a Bidder and as a subcontractor for another Bidder, or that collusion exists between two or more Bidders, will result in rejection of all affected bids. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on bids of two or more different Bidders. Bidders rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

3. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that a bidder or contractor submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke VFOIA protection clearly and in writing on the Bid Form for County review. The Bid Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

4. DEBARMENT STATUS

The Bidder must indicate on the Bid Form whether it or any of its principals is currently debarred, enjoined, or suspended from submitting bids to the County or to any other state or political subdivision and whether the Bidder is an agent of any person or entity that is currently debarred, enjoined or suspended from submitting bids to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

5. AUTHORITY TO TRANSACT BUSINESS

Any Bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia 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. The proper and full legal name of the entity and the identification number issued to the Bidder by the Virginia State Corporation Commission must be included on the Bid Form. Any Bidder that is not required to be authorized to transact business in the Commonwealth must include in its bid a statement describing why the Bidder is not required to be so authorized. The County may require a Bidder to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a Bidder to provide such documentation will be a ground for rejection of the bid or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

The County reserves the right to waive this requirement at any time, for any reason.

6. ARLINGTON COUNTY BUSINESS LICENSES

The successful Bidder 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 solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail business@arlingtonva.us.

7. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items during the Contract Term. Any quantities that are included in the contract documents are the present expectations the County has for the period of the contract, and the County is under no obligation to the estimated quantity, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation over the unit prices and/or rates specified in the contract.

The items covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items through such other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods covered by the resulting contract.

8. BID FORM SUBMISSION

The submitted Bid Form must be signed and fully executed. The Bid Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept bids after the close date and time. The County will not accept emailed or faxed bid

The Bidder name on the electronic bid submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid bid. **ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO BID SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Bidder. The Vendor Registry System will not accept applications after the publicly posted date and time. A bid may be rejected if the Bid Form is not signed in the designated space by a person authorized to legally bind the Bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may request the bidder to withdraw or modify any such modifications or additions, if it does not affect quality, quantity, price, or delivery.

Bids and all documents uploaded/submitted to Arlington County by a Bidder become the property of the County upon receipt.

9. BIDDER CERTIFICATION

Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with the County, and that it will accept any award made to it as a result of the submission.

10. ERRORS IN EXTENSION

If the unit price and the extension price differ, the unit price will prevail.

11. EXCEPTIONS AND NONCONFORMING TERMS AND CONDITIONS

If a bid contains exceptions to the solicitation or alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for non-responsiveness. The County reserves the right to permit a Bidder to withdraw such exceptions or nonconforming terms and conditions from its bid prior to the County's determination of non-responsiveness.

12. DISCOUNTS

Discounts for the County's on-time payment of invoices are allowed, but the County will not consider the discount when evaluating bid prices or awarding the contract.

13. BIDDERS' RESPONSIBILITY TO INVESTIGATE

Before submitting a bid, each bidder must make all investigations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the bidder will rely. No pleas of ignorance of such conditions and requirements will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim for any monetary consideration on the part of the successful bidder.

14. BIDDER'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy or error in the solicitation documents.

15. QUALIFICATION OF BIDDERS

The Purchasing Agent may require a Bidder to demonstrate that it has the necessary facilities, ability and financial resources to furnish the materials or goods specified herein. A Bidder may also be required to provide past history and references.

16. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive.

17. BID WITHDRAWAL PRIOR TO BID OPENING

The Bidder may withdraw a bid from Vendor Registry before the opening date and time. It is the sole responsibility of the Bidder to remove and/or resubmit a bid before the bid deadline.

18. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give an electronic written notice to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

19. METHOD OF AWARD

The County will award the contract to the lowest responsive and responsible Bidder determined by the Grand Total Bid Price submitted in Attachment 1 – Pricing Schedule. All line items in the pricing schedule must be completed in order to be considered a responsive bid.

20. INFORMALITIES

The County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the goods being procured. If insufficient information is submitted for Arlington County to properly evaluate a bid or a bidder; the County may request such additional information after bid opening, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods being procured.

21. INSURANCE REQUIREMENTS

Each bidder must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to do so, it may propose alternate insurance coverage for consideration by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least 10 working days prior to bid due date. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

22. LIVING WAGE CONTRACT

If this solicitation and the resulting contract are subject to the Service Contract Wage (also called “Living Wage”) provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of any contractor or subcontractor working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid an hourly wage no less than the Living Wage published on the County’s website. By submitting a bid, the Bidder certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well. (Refer to draft Contract Terms and Conditions for further Living Wage details specific to this solicitation/contract.)

23. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post a Notice of Award or Intent to Award to [Vendor Registry](#).

24. EXPENSES INCURRED IN PREPARING BID

The Bidder is responsible for all expenses related to its bid.

25. RIDER CLAUSE

The Bidder will have the option to extend any contract resulting from this solicitation as follows:

A. Extension to Other Jurisdictions

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

B. Inclusion of Governmental & Nonprofit Participants

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

C. Contract Agreement

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

26. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

If the bid by the lowest responsive and responsible bidder exceeds available funds, the County reserves the right to negotiate with the apparent low bidder to obtain an acceptable price. Negotiations with the apparent low bidder may involve discussions of reduction of quantity, quality, or other cost saving mechanisms. The final negotiated contract shall be subject to final approval of the County, in its sole discretion.

27. ELECTRONIC SIGNATURE

If awarded, the Bidder may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

II. SCOPE OF SERVICES

1. HEAVY TOWING SERVICES: The Contractor shall provide heavy vehicle towing and related services as described below at the request of a County Authorized User.
 - i. The Contractor will provide heavy vehicle towing services. Heavy vehicle towing services will be for vehicles that are Class 3, 4, 5, 6, 7, and 8.
 - ii. The Contractor shall have at least two (2) heavy tow trucks, including an 85-ton capacity and a 60-ton capacity tow truck.
 - iii. The Contractor will have licensed operators available at all times to respond to requests from Authorized Users, on a 24-hours-a-day, 7-days-a-week basis.
 - iv. Tow Trucks used for heavy towing will comply with Heavy Truck Standards from the U.S. Department of Transportation. Details on vehicle regulations can be found at [FMCSA Regulations and Interpretations – 49 CFR Parts 300-399 | FMCSA \(dot.gov\)](#)
 - v. The appropriate equipment shall arrive at the location requested by the Authorized Users within thirty (60) minutes of request. The response time begins upon receipt by the Contractor of notification of the need for the services.
 - 1) Contractor tow truck equipment shall have the capacity to tow Class 3 medium duty vehicles to class 8 heavy duty vehicles.
 - 2) A boom capacity and individual power winch pulling capacity not less than the manufacturer's specifications with the capacity to pull class 3 medium to class 8 heavy duty vehicles.
 - 3) Two-hundred and fifty feet (250') or more of manufacturer recommended cable to pull class 3 medium and class 8 heavy duty vehicles.
 - 4) Wheel lift or under lift with the capabilities to tow class 3 medium to class 8 heavy duty vehicles.
 - 5) A wheelbase sufficient to safely handle towed vehicles with fifty percent (50%) of the front axle weight on the ground at all times.
 - 6) At least one (1) five (5) pound carbon dioxide (CO₂) fire extinguisher.
 - 7) At least two (2) amber 360-degree emergency lights, or one large amber light bar mounted on the highest part of the vehicle. All amber warning lights shall be in good working order at all times.
 - 8) One (1) air tank, when not equipped with air brakes. Rollback trucks are exempt from this requirement.
 - 9) One (1) heavy duty street broom and one (1) shovel.
 - 10) Gas and oil-absorbent material.
 - 11) Each vehicle shall be equipped with its own two-way radio that is capable of communications with the Contractor's base station.
 - 12) At least one (1) truck trailer capable of recovering and transporting off-road equipment, such as skid steers, front loaders, and other earth moving equipment equivalent in size to a John Deere 644L.
 - vi. Any vehicles which are County owned and towed under the contract and remain at the Contractor's storage facilities upon termination of the contract will be returned to the County's facility. Upon expiration or termination of the contract, the Contractor shall submit to the County an inventory of all remaining vehicles covered by the contract and do so monthly thereafter until all such vehicles are no longer under the control of the Contractor.
 - vii. The Contractor shall pick up or move any debris, trash, and any other non-vehicular related items from an accident scene at no charge to the County. Only items or equipment related to the vehicle accident scene are required to be picked up or moved. The Contractor is not expected to provide any site restoration services.
 - viii. The County assumes no responsibility for any costs resulting from administrative errors made by authorized contract users, as determined by the County's Project Officer.
 - ix. The Contractor shall comply with the provisions of Code of Virginia § 46.2-1202, Notice to owner of vehicle taken into custody. Absent any information return from the Virginia Department of Motor Vehicles, the Contractor shall send written notice to any owner(s) listed on the Arlington County Police Department impound form by means of certified mail with return receipt requested.
 - x. All equipment utilized shall comply in all respects with the contract requirements.

- xi. Authorized users are defined as an employee or agent of the Arlington County Police Department, Arlington County Fire Department, Arlington County Department of Environmental Services (Equipment Bureau), Arlington Public Schools, and Arlington County Treasurer's Office.
2. INCLUSIVE SERVICE RATES: The tow rate shall include, by way of illustration and not limitation, the hook-up, vehicle opening, use of equipment such as extension cables, flatbed, dollies, winches, and cleanup of accident debris.
- i. Towing (Operational Services): this includes hook-up winch, dolly charge, flat bed, or any means necessary to tow or remove a vehicle as a result of or for the purpose of:
 - 1. Accident
 - 2. Owner's request
 - 3. Seizure
 - 4. Evidence
 - 5. Arrest
 - 6. Safekeeping
 - 7. 30-day immobilization
 - 8. Recovered stolen automobile
 - 9. Improperly registered vehicle
 - 10. Parking violations
 - 11. Defective equipment determined by Officer to cause safety hazard
 - 12. Towing of vehicles to Contractor's facility for storage
 - 13. Towing of vehicles to impound lot
 - 14. Towing of vehicle assisted by the Police within Arlington County to another location
 - ii. Vehicle Recovery: If a recovered vehicle needs to be towed from the location of the recovery, the contract tow rate shall be charged in addition to the vehicle recovery charge. If the recovered vehicle is not towed from the location of the recovery, only the vehicle recovery charge shall apply. Recovery includes:
 - 1) Recovery and removal of any vehicle that is in a non-upright position; and
 - 2) Recovery and removal of a vehicle not located on a driving surface
 - 3) Vehicle recovery shall be at an hourly rate
 - iii. Storage Charge: The first calendar day from the time the tow operator has towed the vehicle is included in the tow fee. The calendar day is defined from 00:00 EST to 23:59 EST. The contract rate for storage and towing shall apply for all tows initiated at the request of an Authorized User. This shall include vehicles with assigned Police Impound/Incident numbers and shall also include and not be limited to the following scenarios:
 - 1) Towing of vehicle disabled on the road determined by Police to be causing a traffic obstruction.
 - 2) Towing of vehicles determined by Police to cause a hazard.
 - 3) Other cases as determined by the requesting Authorized User.
 - 4) Towing of vehicle involved in minor or major vehicular accident(s).
 - 5) Towing of vehicle on owner's request assisted by an Authorized User.
 - iv. Hourly Rate: for additional services, not covered above:
 - 1) Relocation/moving of vehicles at Police Impound Lot
 - 2) Relocation/moving of vehicles directed by Police
 - 3) Miscellaneous towing services, such as relocating a generator.
 - v. Mileage Charge: for tows terminating outside of Arlington County, not to vendor's location if it is located outside of Arlington County. The contract mileage rate shall not apply to towing of vehicles to Contractor's storage facility if such facility is located outside of Arlington County.
 - vi. Subsequent Tows: For tows of a vehicle after the initial tow to the Contractor's storage lot, in addition to any applicable initial tow and storage fees, only a mileage fee may be charged in addition to the Subsequent Tow fee. The mileage fee is applicable whether or not the tow terminates outside of Arlington County.
 - vii. Administrative Fee: The Contractor may charge the owner a one-time administrative fee applicable after the first seventy-two (72) hours of tow and/or impoundment. This amount will be applied toward the cost of a mandatory Department of Motor Vehicles mechanics lien request which may be filed on the third (3rd) day after the tow.
 - 1) MAXIMUM OF \$75.00

- viii. The Contractor shall present to the owner or operator of a vehicle towed or stored under the terms of the contract an itemized bill containing the following:
 - 1) Vehicle owner's name, address, and telephone number
 - 2) Vehicle description including manufacturer, color, model, license tag information and VIN
 - 3) Date and time vehicle was towed, location from which the vehicle was towed and the reason for the tow
 - 4) Police Impound Number (if applicable)
 - 5) Location, date, and time the vehicle was released
 - 6) Itemized list of all charges applicable to the tow and storage
 - 7) First and last name of the person who authorized the tow.
 - 8) Contact phone number of the person who authorized the tow.
- ix. Upon request, the Contractor shall provide each owner or operator of a towed vehicle a written copy of the contract unit price schedule, the Contractor's insurance carrier name, telephone number, and policy number, and information about how to file a complaint with the Arlington County Police

3. LICENSES:

The Contractor shall have all required business and operating licenses (such as business, professional and occupational, zoning, motor carrier, Commercial Driver's Licenses, etc.)

4. AREA COVERED:

The Contractor shall provide towing services for vehicles located in all areas of Arlington County. The Contractor may be required to provide towing services outside of Arlington County as directed by an Authorized User of the Contract.

5. EQUIPMENT SPECIFICATIONS AND CONDITION:

- i. The Contractor shall use only equipment that has been inspected and approved by the County as described herein unless circumstances of a specific emergency warrant the use of unapproved equipment. Continued unauthorized use by the Contractor of any unapproved equipment will be considered a breach of contract and may result in termination of the contract. The Contractor shall maintain all equipment approved by the County for use under the Contract in good operation condition. The Contractor shall make the equipment and all Virginia vehicle registrations and proof of local jurisdictional property tax registrations available for inspection by the County at any time.
- ii. All equipment used by the Contractor in the performance of the contract must meet all requirements of the contract whether the equipment is owned, hired, leased, or subcontracted.
- iii. All equipment used under the contract shall be registered in accordance with all applicable provisions of the Code of Virginia and/or the Arlington County Code.
- iv. The Contractor shall provide any equipment and work that is necessary to move a motor vehicle designated by the County, including, but not limited to using dollies, winches, and cable extensions and off-road work.
- v. The Contractor shall have the capability of managing all tows occurring during the contract term, either through the use of owned, leased, or subcontracted equipment, at no additional charge to the County. Any equipment acquired after the issuance of the contract and used under the contract is subject to County approval and inspection prior to being placed into contract service. The Contractor shall notify the Project Officer when placing additional equipment in service.
- vi. In extreme circumstances or conditions, Authorized Users shall have the authority to obtain the equipment or services necessary to handle the incident in the most expeditious manner possible. This includes the use of towing firms other than the Contractor. If the Contractor is unexpectedly unable to provide the number of tow trucks required under the contract, or if additional equipment beyond is needed to handle an incident, the following shall apply:
 - 1) The Contractor may obtain additional equipment and provide service at the contract rate.

- 2) If the Contractor declines to provide additional equipment, the County will obtain the necessary equipment at market rates. Any charges paid by the County in excess of the contract rate will be deducted from any payment due to the Contractor.
6. STORAGE FACILITIES: To ensure adequate control by the County or the Police and for convenience of the public, the Contractor shall provide acceptable storage facilities for vehicles towed under the contract. The Contractor shall have a properly zoned, fenced, and secured facility to store vehicles towed under the terms of the contract.
- i. THE CONTRACTOR SHALL OWN OR LEASE THE STORAGE FACILITY TO BE USED AND MUST MEET ALL APPLICABLE REQUIREMENTS CONTAINED HEREIN.
 - ii. The Contractor shall possess a storage facility or facilities that comply with the following criteria:
 - 1) No less than one-half (½) acre usable storage capacity.
 - 2) Properly zoned according to jurisdictional authority
 - 3) Fencing or other structures that will provide reasonable twenty-four (24) hour secured storage for vehicles that the Contractor has on its lot, including, but not limited to, a chain link fence, solid fencing, cinder block wall or razor wire.
 - 4) Well illuminated. The Contractor's facilities shall be adequately illuminated at all times to ensure lighting despite the time of year, weather conditions, etc.
 - 5) Twenty-four (24) hour access.
 - 6) In Virginia not further than three (15) miles from the Arlington County line.
 - 7) The Contractor shall have office space subject only to its employees' control at each storage facility, which shall have an attendant on duty twenty-four (24) hours a day, seven (7) days per week.
 - 8) Signs readily identifying the Contractor's name and telephone number shall be installed at conspicuous locations at each storage facility. Signs must be in compliance with local zoning ordinances.
 - 9) The Contractor shall ensure that a working public telephone is located within twenty (20) yards of the storage facility.
 - 10) A sign at least 20" by 20" in size containing fee schedule and Contractor's insurance company information and telephone number, shall be posted in a conspicuous place near the entrance and exit of any facility used by the Contractor.
 - iii. If the storage facility is leased from another party, a copy of said lease shall be provided to the Project Officer upon demand. Notwithstanding the language contained in the paragraph headed INTEREST IN MORE THAN ONE BID AND COLLUSION section contained in the Instructions to Bidders for this solicitation, for the purpose of meeting the storage facility requirements contained herein the County will permit bidders to lease a storage facility(or facilities) from another firm submitting a bid in response to this solicitation.
 - iv. If the Contractor leases any part of a storage facility to be used under the contract to a third party, the Contractor shall submit a copy of that lease to the Project Officer within ten (10) days of its execution. Any such lease or leases to third parties shall not reduce the combined storage capacity provided to the County below the required one-half (½) acre usable storage capacity.
 - v. The Contractor shall notify the Project Officer in writing of any changes in the Contractor's storage facilities used under the contract. The Contractor must obtain the County's written approval prior to any changes in the storage facility lease/contract. Changes must comply with the terms of the contract.
 - vi. The Contractor, upon demand, shall grant the Police access to vehicles in any storage facility used under the contract.
 - vii. All storage facilities shall comply with all applicable federal, Virginia, and local laws.
 - viii. All vehicles will be stored at the Contractor's facilities, except for the following:

Seizure	Police impound lot
Evidence	Police impound lot
Operational purposes	As directed
County vehicles	As directed
7. INSPECTIONS: The Contractor shall allow the Project Officer or designee to inspect all equipment, documentation, and facilities at any time prior to contract award or during the contract term.

- i. The Contractor shall, upon inspection and receipt of a written notice by the Project Officer, immediately remove from service any facilities or equipment deemed to pose an immediate danger to public safety. Such facilities and equipment shall not be used under the contract until replaced, repaired, or otherwise corrected and inspected by the County Project Officer.
 - ii. For circumstances not deemed to pose an immediate danger to public safety, the Contractor shall, upon inspection and receipt of written notice from the Project Officer, replace, repair or otherwise correct facilities and equipment, which are in violation of the terms of the contract. Said equipment cannot be used under the terms of the contract until replaced, repaired, or otherwise corrected and inspected by the County Project Officer.
 - iii. Upon request, the Contractor shall provide the Project Officer with a list of all employees involved in the performance of the contract.
 - iv. The County Project Officer, or designee, may conduct an inspection of the Contractor's business records related to the contract at any time, without notice, during the contract period.
8. **CONTRACTOR'S EMPLOYEES:**
 - i. All tow truck operators working under the contract must be certified by the Towing & Recovery Association of America (TRAA) to at least an Entry Level rating. Documentation of this training shall be forwarded to the Project Officer on the Contractor's letterhead, containing the name of the person who is the operator and a copy of the certification documentation provided by TRAA. An updated list shall be provided every six (6) months during the contract term or as employees are added.
 - ii. All TRAA training must be completed prior to performing services under the terms of the contract. This training is at the expense of the Contractor.
 - iii. The Contractor shall have at minimum an annual mandatory drug testing policy that is in accordance with the code of Virginia §2.2-4312. The Contractor shall maintain complete documentation on all testing for the duration of the contract term.
 - iv. The Contractor shall, at its own expense, provide training to all its employees and subcontractors regarding the terms of the contract. Training shall be completed within ten (10) days of employment. The Contractor shall submit the documentation of the training to the Project Officer in writing.
 - v. The Contractor shall have all employees registered and licensed with the Department of Criminal Justice Services and each driver shall always have such license on their personage while operating under this contract.
9. **CONTRACTOR RESPONSIBILITY:** The Contractor shall be responsible for each vehicle towed and its contents from the time it is towed until one of the following is obtained or occurs:
 - i. The vehicle is delivered to a location, specified by the respective Authorized User, other than the Contractor's storage facilities used pursuant to the contract.
 - ii. The vehicle is delivered to a location designated by the owner or operator of the towed vehicle, other than the Contractor's storage facilities used under the contract, provided such direction is not in conflict with the instruction of the respective Authorized User.
 - iii. The vehicle is released from the Contractor's storage facility and accepted by the owner.
 - iv. The vehicle is otherwise disposed of according to the provisions of the Code of Virginia or a court order.
10. **STORAGE OR IMPOUNDMENT OF VEHICLES:**
 - i. The Contractor shall tow vehicles at the direction of the respective Authorized User to any of the following destinations, depending upon the instruction given by the respective Authorized User at the scene:
 - 1) Police impound lot.
 - 2) Contractor's approved storage facility.
 - 3) Arlington County's Equipment Bureau
 - 4) To a location designated by the owner or operator of the vehicle, without delay or interim parking, if such direction does not conflict with directions given to the tow-operator on the scene by the Authorized User.
 - ii. The County and the Authorized Users reserve the right, during the contract term, to direct tows for any reason to any destination in accordance with current need, or to change designated storage destinations for types of towing assignments.

- iii. Vehicles impounded and stored at the designated Police impound lot or Equipment Bureau shall be parked by the Contractor's operators in a fashion to facilitate easy parking, moving, and releasing of vehicles. When possible, Police impound lot attendants or Equipment Bureau employees will designate spaces to park towed vehicles by utilizing traffic cones. Vehicles that are parked contrary to this County employee instructions will be required to be moved by the Contractor in accordance with instructions from the County at no additional cost.
- iv. Re-arranging the lot or moving vehicles for the convenience of the County may be charged to the County at a rate not to exceed the hourly rate for additional services.
- v. The Contractor, at the request of the County, shall tow, store, and dispose of abandoned or inoperable vehicles from both public and private property. It is the Contractor's responsibility to dispose of such abandoned or inoperable vehicles in compliance with the provisions of Title 46.2, Chapter 12 of the Code of Virginia, and similar provisions of the Arlington County Code. The Contractor may, as allowed by the referenced statutes and ordinances, keep any proceeds from disposal of such vehicles; however, no charges of any kind shall accrue to the County.
- vi. All tows with assigned Police Incident numbers must be accompanied with a completed copy of the impound form, placed inside the vehicle, defining the reason for the tow, the tow truck operator's name, the registered vehicle owner's name, address and telephone number, the identification of a specific lot for vehicle storage, and complete vehicle information: tag, vehicle identification number ("VIN"), model, body style, year of make and color.

11. DISPOSITION OF UNCLAIMED VEHICLE(S):

- i. The Contractor shall submit to the Project Officer a list of unclaimed vehicles scheduled for auction or salvage at least two (2) weeks prior to the date of disposal. The Contractor also shall provide to the Project Officer a copy of all necessary, appropriate, and required paperwork, including, but not limited to, the certified letter notifying the owner(s) of the vehicle's disposition, as required by the Code of Virginia and the Arlington County Code. Vehicles will not be held by the Contractor for longer than 60 (sixty) days from date of tow without written permission from the Project Officer.
- ii. The Contractor's disposal of an unclaimed vehicle either by auction or salvage will signify a full and final settlement of storage and towing charges and all other claims. This final settlement will release a vehicle owner/lien holder from any financial responsibility for any storage and towing or other charges. The tow/storage bill will be marked "paid in full by auction/salvage" and a copy sent to the Project Officer.
- iii. If the Contractor accepts assignment of a vehicle title from the owner in lieu of payment of outstanding charges relating to the tow, this will signify a full and final settlement of storage and towing charges and all other claims. This final settlement will release a vehicle owner/lien holder/mechanic's lien from any financial responsibility for any storage and towing charges. The tow/storage bill will be marked "paid in full by auction/salvage" and a copy sent to the Project Officer.
- iv. Prior to vehicle disposal, in compliance with the Code of Virginia, the Contractor shall collect all vehicle license tags with corresponding list of vehicles with description and Police Incident Number and give them to the Project Officer in a format to be determined by the Project Officer.
- v. The County and the Authorized Users will not be liable for any towing or storage charges related to any unclaimed vehicles disposed of as described above.

12. RELEASE OF VEHICLES: The Contractor shall have an attendant on duty twenty-four (24) hours, seven (7) days per week at the Contractor's storage facility to release any vehicle towed under the contract. County personnel may request the Contractor to release any vehicle towed under the contract, and it must be released within thirty (30) minutes. The 30-minute time period begins when the Contractor is requested to release a vehicle. The Contractor shall not release any vehicle impounded by the Police and stored at the Contractor's storage facility, including releasing of vehicles towed on owner's request, until the Contractor obtains written permission from the Police.

13. KEYS: Unless otherwise directed by the Police, keys to vehicles impounded under the terms of this contract will be given to the Contractor and noted on the signed impound form. The Contractor will be solely responsible for returning keys to vehicle owners upon release. If the Contractor loses a vehicle key, the vehicle owner will not be liable for any additional days of storage resulting from the loss of the key. The Contractor is responsible for key replacement.
 - i. Keys for vehicles impounded as evidence, thirty (30) day immobilization or otherwise directed by Police, will be retained, and stored by the impounding officer.

14. PERSONAL PROPERTY: The Contractor shall release personal property from an impounded motor vehicle to a person showing proof of ownership of said vehicle and written authorization from the Police. The person is entitled to only that property that is not a part of or affixed to the vehicle. The Contractor shall retain the written authorization and have the person claiming personal property sign a receipt for all items released.

15. COMPLAINTS:
 - i. Any owner of an impounded vehicle who believes that he or she has been unfairly treated by the Contractor or its personnel may file a complaint against the Contractor. Complaints shall be addressed to the Project Officer.
 - ii. Upon receipt of a complaint, the Project Officer will notify the Contractor as to the nature of the complaint, unless doing so would compromise a criminal investigation. The Contractor shall, within seven (7) calendar days from notification, submit to the Project Officer a written response as to the merits of the complaint. Failure of the Contractor to submit the response within seven (7) calendar days will be considered an admission that the complaint is true.
 - iii. The Project Officer will investigate all complaints made against the Contractor and, if necessary, make a written recommendation for resolution of the complaint. The recommendation shall be binding on the Contractor.

16. ADMINISTRATIVE PROCEDURES:
 - i. The Project Officer will establish administrative procedures to assure compliance with the contract or to implement any new laws or County policies that may be applicable.
 - ii. The Project Officer will establish policies and procedures governing the method and manner in which the Contractor may bill Authorized Users for services rendered under the contract.
 - iii. The Project Officer will review and approve all form letters, notices, and other general documentation which the Contractor sends to the owners or operators of vehicles towed or stored under the terms of the contract.

17. REPORTS AND RECORDS:
 - ix. The Contractor shall provide the Project Officer a report of all records of all vehicles towed, stored, or disposed. This report shall be submitted monthly in a format approved by the Project Officer.
 - x. The Contractor shall keep, for a period of five (5) years from the date of the tow to which each record relates, the records of all vehicles towed, stored, and disposed of under the terms of the contract, including payment, receipts of money collected from customers, including for the purposes of accident and owner's request tows. These records shall include:
 - 1) Date, time, and location of tow.
 - 2) Impound number (if applicable).
 - 3) Vehicle registration (tag number and state).
 - 4) Vehicle identification number (VIN).
 - 5) Vehicle year, make, model and color.
 - 6) Vehicle disposition.
 - 7) All itemized charges or a copy of the itemized bill associated with the vehicle.

18. OTHER REQUIREMENTS: The Contractor shall comply with all federal, Virginia, and County laws and regulations applicable to operations covered by the contract including those previously identified and, by way of illustration and not limitation, the following:
- i. All amber warning lights on equipment shall be maintained in good working order at all times.
 - ii. All drivers shall wear a reflective safety vest when working.
 - iii. The Contractor shall comply with zoning requirements of the jurisdiction in which the storage facility is located.
 - iv. The Contractor shall comply with Federal Communications Commission regulations in their utilization of two-way radios.
 - v. The Contractor shall comply with the above requirements and any other applicable laws or regulations of any of the states, cities, counties, and other political subdivisions having legal jurisdiction over the operations and facilities used under this contract. Failure to comply with this requirement may result in termination of the contract and enforcement of the Performance Bond.

FOLLOWING THIS PAGE IS THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE CONTRACTOR. THE AGREEMENT IS PART OF THIS SOLICITATION. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR CONTRACTOR'S SIGNATURE.

III. AGREEMENT AND CONTRACT TERMS AND CONDITIONS



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

AGREEMENT NO. 24-DES-ITB-635

THIS AGREEMENT is made, on _____, between Contractor's name,
Contractor's address ("Contractor") a name of state type of entity
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 along with the submitted pricing schedule, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 24-DES-ITB-635.

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 party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to Heavy Equipment Towing Services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on _____, 20____ and must be completed no later than _____20____ ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than _____ additional 12-month periods, from _____, 20____ to _____, 20____ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm for the initial term ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

6. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment 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 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 will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

9. NON-APPROPRIATION

All 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 ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

11. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

12. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

All work is 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 of the work by the County. 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.

13. DAMAGE TO PROPERTY

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

14. CLEANING UP

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

15. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or-controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

16. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

17. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

18. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the contract.

19. FAILURE TO DELIVER

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

20. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

21. PROJECT STAFF

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and its subcontractors is the sole responsibility of the Contractor.

22. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract and shall not employ on the Work any person not reasonably proficient in the work assigned.

23. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

24. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must 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.

25. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating 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 more than \$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, "workplace" means the site(s) for the performance of the work required by this Contract.

26. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

27. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. 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 them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for

termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

28. INDEMNIFICATION

The Contractor covenants for itself, its employees and its 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 Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure 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 Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

29. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

30. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

31. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the 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 bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, 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.

32. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

33. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

34. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

35. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

36. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

37. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

38. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

39. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

40. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

41. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. 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 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law

42. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

43. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

44. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

45. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

46. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

47. 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.

48. ATTORNEY’S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County’s reasonable attorney’s fees and expenses.

49. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY’S FEES, AND CONFIDENTIAL INFORMATION.

50. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections’ scope.

51. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

52. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

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

53. 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.

54. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

55. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

56. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

57. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

58. 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

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 24-DES-ITB-635

B I D F O R M

SUBMIT ONE FULLY COMPLETED AND SIGNED BID FORM ELECTRONICALLY VIA VENDOR REGISTRY

BIDS WILL BE OPENED AT 2:00 P.M., ON JUNE 25, 2024

FOR PROVIDING HEAVY EQUIPMENT TOWING SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE BIDDER, OR THE BID MAY BE REJECTED.

SUBMITTED BY:

(legal name of entity as listed on W-9)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL ADDRESS:

THIS ENTITY IS INCORPORATED IN:

THIS ENTITY IS A:

(check the applicable option)

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA?

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC:

Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: *(if available):* _____

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED, ENJOINED, OR SUSPENDED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS? YES NO

HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST THREE YEARS? YES NO

HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR SUSPENDED IN THE PAST THREE YEARS? YES NO

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE PAST TEN YEARS? YES NO

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS, TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS, ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION WAS THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY OTHER PENALTY IN THE AMOUNT OF \$5000 OR MORE? YES NO

IS YOUR FIRM PREQUALIFIED BY THE VIRGINIA DEPT. OF TRANSPORTATION? YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:

<HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088>.

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. **NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.**

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The Contractor must have access to all equipment required for towing operations to meet the needs of the County. The successful Bidder will provide a list of all equipment at the time of submitting their bid.

1. Please provide a list of all vehicles the Contractor will use as part of this agreement.
2. Complete the attachment 1 – Pricing schedule and submit as part of your bid. All line items must be completed to have a responsive bid.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: _____ INITIAL: _____

ADDENDUM NO. 2 DATE: _____ INITIAL: _____

ADDENDUM NO. 3 DATE: _____ INITIAL: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-112 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the specific data or materials to be protected and state the reasons why protection is necessary. Please note that designation of an entire bid, proposal, or prequalification application or of line-item prices or the total bid amount is prohibited.

Please mark one:

- No, the bid that I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the bid that I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers of the bid that contain such data or materials:

BIDDER NAME: _____

State the specific reason(s) why protection is necessary:

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: _____

PRINCIPAL ADDRESS: _____
(SUPPLIER SITE)

CONTACT PERSON E-MAIL: _____

REFERENCES

Bidders should provide 3 references for similar services that have been provided by the Bidder within the past 5 years. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE 1: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project
Description: _____

REFERENCE 2: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project
Description: _____

REFERENCE 3: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project
Description: _____

BIDDER NAME: _____