

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

NOA CONTRACT EXTENSION

TO: REDMAN FLEET SERVICES	CONTRACT ISSUED DATE:	June 1, 2015
7300 TELEGRAPH SQUARE Dr	CURRENT REFERENCE NO:	660-15-ITB
LORTON, VIRGINIA 22079		LIGHT DUTY TOWING ARLINGTON COUNTY POLICE DEPT
	CONTRACT TITLE:	

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

This is your notice that the above referenced contract has been renewed. The contract documents consist of the terms and conditions of AGREEMENT No. 660-15-ITB including any attachments or amendments thereto.

EFFECTIVE DATE: May 22, 2020

EXPIRES: November 22, 2020

RENEWALS: No Renewal Options Left

LIVING WAGE: N

This extension is dated through November 22, 2020 while a competitive solicitation will be in process. At the award time, anticipated early 2021. Arlington County would like to extend this Contract to the Police Department with the same terms and conditions.

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: JON REDMAN

VENDOR TEL. NO.: (703) 550-0080

EMAIL ADDRESS: REDMANFLEET@AOL.COM

VENDOR SIGNATURE: 

DATE: 5/22/2020

COUNTY CONTACT: IGOR SCHERBAKOV

CONTACT TEL NO: (703) 228-0709

COUNTY CONTACT EMAIL:

ISCHERBAKOV@ARLINGTONVA.US

Contract Authorization:

Francine Morris,
Procurement Officer

Date: May 22, 2020

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

NOTICE OF AWARD OF CONTRACT

TO: Redman Fleet Services
7300 Telegraph Square Dr
Lorton, Virginia 22079

DATE ISSUED: June 1, 2015

CURRENT CONTRACT NO: 660-15

CONTRACT TITLE: Light Duty Towing

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

Your firm is awarded the above referenced contract in accordance with the response submitted by you on A. The contract term covered by this Notice of Award is effective June 1, 2015 and expires on May 31, 2020.

This is the FIRST year award notice of a possible FIVE year contract.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 660-15 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

- 1) REFER TO EXHIBIT A - PRICING SHEET 660-15 (ATTACHED)
- 2) PRICING FIRM FOR CONTRACT TERM

ATTACHMENTS:
ITB 660-15

EMPLOYEES NOT TO BENEFIT:

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

CONFLICT OF INTEREST:

PRIOR TO PLACING AN ORDER FOR GOODS OR SERVICES UNDER THIS CONTRACT, EMPLOYEES ARE RESPONSIBLE FOR ENSURING THAT THEY NOT PROHIBITED FROM PARTICIPATING IN THE CONTRACT UNDER THE RULES SET FORTH IN ARTICLE 9-103 OF THE ARLINGTON COUNTY PURCHASING RESOLUTION.

VENDOR CONTACT: Jon Redman TELEPHONE NO.: 703-550-0080
VENDOR PAYMENT TERMS: NET 30 DAYS EMAIL ADDRESS: Redmanfleet@aol.com
COUNTY CONTACT: Sergeant Steven Meincke TELEPHONE NO.: 703-228-4254
EMAIL ADDRESS: smeincke@arlingtonva.us

CONTRACT AUTHORIZATION

DISTRIBUTION


Guinevere Bruner, CPPB
Procurement Officer

6/1/15
Date

VENDOR: 1
BID FOLDER: 2

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 660-15

B I D F O R M

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON April 23, 2015

FOR PROVIDING LIGHT TOWING SERVICES FOR THE ARLINGTON COUNTY POLICE DEPARTMENT, ARLINGTON COUNTY OFFICE OF THE SHERIFF, ARLINGTON COUNTY FIRE DEPARTMENT, ARLINGTON COUNTY OFFICE OF THE TREASURER, VIRGINIA STATE POLICE, ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES - EQUIPMENT BUREAU, AND THE ARLINGTON COUNTY SCHOOL BOARD, FOR UP TO A FIVE (5) YEAR PERIOD, WITH A ONE (1) YEAR RENEWAL OPTION PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

PLEASE COMPLETE THE PRICING SHEET (ATTACHMENT A) PROVIDED WITH THE BID DOCUMENTS AS ATTACHMENT A TO ITB NO. 660-15 AND SUBMIT IT WITH YOUR BID.

FAILURE TO SUBMIT THE PRICING SHEET WITH THE BID WILL DEEM THE BIDDER NONRESPONSIVE.

NOTE: The lowest responsive and responsible bidders will be determined by a pre-determined, sealed formula based on the price for towing services and storage fees and the price for additional services indicated on the bid form. This formula will be unsealed at the bid opening, and become a public record at that time.

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County, and documents obtained from all other sources.

BIDDER NAME: Redman Fleet Services, Inc

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

Redman Fleet Services, Inc. deems all information provided relative to the company including but not limited to equipment, contract associations, employees and financial documentation to be included as proprietary information. None of the documents contained in this proposal is for further disclosure, dissemination, distribution, or copying to any entity without express written permission of Redman Fleet Services, Inc. and is intended only for the purpose of this proposal.

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

Making public any of the proprietary information contained in this Invitation to Bid would jeopardize Redman Fleet Services, Inc.'s future bidding results and would put the company at a disadvantage for success in future bidding.

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of 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, any act of collusion with another person (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

BIDDER NAME: Redman Fleet Services, Inc.

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

Jon Redman, President

7300 Telegraph Square Dr.

Lorton, Va 22079

Jon Redman

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE *Jon Redman*

PRINT NAME AND TITLE Jon Redman, President

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (I.E. PROJECT MANAGER):

NAME (PRINTED): Jon Redman TITLE: President

E-MAIL ADDRESS: Redmanfleet@aol.com TEL. NO.: 703-550-0080

SUBMITTED BY: (LEGAL NAME OF ENTITY) <u>Redman Fleet Services, Inc.</u>			
ADDRESS: <u>7300 Telegraph Square Dr.</u>			
CITY/STATE/ZIP: <u>Lorton, Virginia 22079</u>			
TELEPHONE NO: <u>703-550-0080</u>		FACSIMILE NO.: <u>703-372-5902</u>	
THIS FIRM IS A: • INSERT NAME OF STATE <u>Virginia</u> CORPORATION, GENERAL PARTNERSHIP, LIMITED PARTNERSHIP, UNINCORPORATED ASSOCIATION, LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP			
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?			<u>yes</u>
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:		<u>0187232-4</u>	
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED			
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?			<u>NO</u>
BIDDER STATUS:	MINORITY OWNED:	WOMAN OWNED:	NEITHER: <input checked="" type="checkbox"/>

I HAVE INCLUDED ALL BELOW DOCUMENTATION AS REQUIRED:

1. **Proof of the bidder's registration and good standing with the Virginia State Corporation Commission (see page 6)**
2. **Business License.**
3. **For all tow truck operators employed by the bidder:**
 - a. valid driver's license with their privilege to drive in Virginia not suspended;
 - b. certification from the Towing and Recovery Association of America ("TRAA") or Wreckmaster Levels 1 and 2; and,
 - c. as necessary, a Commercial Driver's License with appropriate endorsements;
 - d. Copy of each driver's registration/certificate with Department of Criminal Justice Services.
4. **For all vehicles:**
 - a. Virginia Department of Motor Vehicles registration; and
 - b. Proof of local jurisdictional property tax registration.
Experience: Documentation that the bidding entity has a minimum of three (3) years of experience in Police contract towing in providing services of a similar nature and scope to those required by this solicitation; and
5. **Storage Facility:** The bidder must submit written documentation demonstrating a lease or proof of ownership or the right of, or the option to right of possession of property that is in compliance with the contract for the storage facility to be available at the time of bid documenting the availability of that space for the term of the contract contemplated by this solicitation.

BIDDER NAME: Redman Fleet Services, Inc.

PROVISION OF LIGHT DUTY TOWING SERVICES

The County will award this solicitation to the bidder deemed to have the lowest responsive and responsible bid.
*Note that the numbers and letters in parenthesis under each item description correspond to the location of that service and description in the Scope of Services (page 10) of the Solicitation
Please sign Pricing Sheet after it is printed and include with bid response

The lowest responsive and responsible bidders will be determined by a pre-determined, sealed formula based on the price for towing services and storage fees and the price for additional services indicated on the bid form. This formula will be unsealed at the bid opening, and become a public record at that time.

PLEASE PROVIDE PRICES IN ALL CELLS HIGHLIGHTED IN BLUE

ITEM NO.	ITEM DESCRIPTION	YEAR 1 - UNIT PRICE	YEAR 2 - UNIT PRICE	YEAR 3 - UNIT PRICE	YEAR 4 - UNIT PRICE	YEAR 5 - UNIT PRICE
1	One-Time fee for Towing - Operational Services (II.4.1)	135.00 \$	135.00 \$	135.00 \$	135.00 \$	135.00 \$
2	Vehicle Recovery (II.4.11)	75.00 \$	75.00 \$	75.00 \$	75.00 \$	75.00 \$
3	Storage Charge - cost per day (II.4.111)	50.00 \$	50.00 \$	50.00 \$	50.00 \$	50.00 \$
4	Special Services - Flat Rate (II.4.147)	65.00 \$	65.00 \$	65.00 \$	65.00 \$	65.00 \$
5	Hourly Rate for Additional Services (relocation/moving) (II.4.14)	100.00 \$	100.00 \$	100.00 \$	100.00 \$	100.00 \$
6	Mileage Charge (II.4.141)	4.00 \$	4.00 \$	4.00 \$	4.00 \$	4.00 \$
7	Subsequent Tows - Flat Rate (II.4.141)	135.00 \$	135.00 \$	135.00 \$	135.00 \$	135.00 \$
8	Administrative Fee - One-time Charge (II.4.141)	75.00 \$	75.00 \$	75.00 \$	75.00 \$	75.00 \$

COMPANY NAME: Redman Fleet Services, Inc. BIDDER'S SIGNATURE: [Signature] DATE: 04/23/15

BIDDER'S NAME: Redman Fleet Services Inc.

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

INVITATION TO BID NO. 660-15

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00 P.M. ON THE 23RD DAY OF APRIL, 2015 FOR:

THE PROVISION OF LIGHT TOWING SERVICES FOR THE ARLINGTON COUNTY POLICE DEPARTMENT, ARLINGTON COUNTY OFFICE OF THE SHERIFF, ARLINGTON COUNTY FIRE DEPARTMENT, ARLINGTON COUNTY OFFICE OF THE TREASURER, VIRGINIA STATE POLICE, ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES - EQUIPMENT BUREAU, AND THE ARLINGTON COUNTY SCHOOL BOARD, FOR UP TO A FIVE (5) YEAR PERIOD, WITH A ONE (1) YEAR RENEWAL OPTION.

At the time, date and place stated above, bids will be publicly opened.

NOTE: ARLINGTON COUNTY MOVED TO A NEW SUPPLIER REGISTRATION SYSTEM (BIDDER LIST) ON JUNE 15, 2012. ALL SUPPLIERS, INCLUDING THOSE WHO WERE REGISTERED IN OUR CURRENT SYSTEM, MUST REGISTER IN THE NEW SYSTEM, AND PROVIDE A VALID E-MAIL ADDRESS, TO RECEIVE NOTICES OF BID OPPORTUNITIES. FOR ADDITIONAL INFORMATION AND REGISTRATION LINK PLEASE VISIT WWW.ARLINGTONVA.US/PURCHASING.

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. A bidder's submission of a bid indicates acceptance of these terms.

Arlington County, Virginia
Office of the Purchasing Agent

Guinevere Bruner, CPPB
Procurement Officer
gbruner@arlingtonva.us

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I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION

All questions relating to this solicitation shall be submitted via e-mail to Guinevere Bruner in the Office of the Purchasing Agent, at gbruner@arlingtonva.us. For a question to be considered, the subject line of the e-mail must state the following: **ITB No. 660-15 Questions**. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN THE SEVEN (7) CALENDAR DAYS IMMEDIATELY PRECEDING THE DEADLINE FOR RECEIPT OF BIDS.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal amendment only. Bidders are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent.

2. COMPETITION INTENDED

It is the County's intent that this solicitation promotes competition. It shall be the bidder's responsibility to advise Arlington County if any language, requirements or specifications restrict or limit the purchase to a single source. Such notification must be received by the Arlington County Purchasing Agent not later than fifteen (15) calendar days prior to the date and time set for bid opening. A review of such notifications will be made and the bidder notified of the results of the review.

3. BID FORM SUBMISSION

The required Bid Form is provided in the solicitation. One (1) fully-completed Bid Form with an original longhand signature, and a photocopy of the signed original (two (2) copies total), shall be submitted by hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the date and time deadline specified in the Invitation to Bid above. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the bidder, the scheduled bid opening date and time, and the number of the Invitation To Bid. Bids submitted by facsimile or electronically will not be accepted.

A bidder's failure to submit a bid with a fully-completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid. A bid will be rejected if its corresponding 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, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to Arlington County by a

bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

4. 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.

5. EXCEPTIONS

Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Scope of Services, the Special Conditions, and any attachments or references hereto or thereto, shall indicate such exceptions on the Bid Form. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.

6. NONCONFORMING TERMS AND CONDITIONS

If a bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for unresponsiveness. Arlington County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the County of unresponsiveness as a result of the submission of nonconforming terms and conditions.

7. EQUIVALENT EXPERIENCE AND REFERENCES

If a bidder is unable to meet the experience and/or reference qualifications required under this solicitation, the bidder may submit a résumé indicating the experience and reference qualifications of the proposed project manager for the work contemplated by this solicitation which were acquired under the proposed project manager's prior employer(s). The resume shall include a description of the project(s) identified, the name and telephone number of a responsible contact person who can verify the information provided, and the name, address, and telephone of the prior employer(s) for each identified project and the name, address, and telephone of the project owner.

Arlington County may request additional information, if necessary, and will make a determination in its sole discretion as to the acceptability of the experience and reference qualifications of the proposed project manager as a substitute to part or all of the reference and/or experience qualifications required in the solicitation.

If a contract is awarded based on documents and information submitted pursuant to this section, the Contractor may not change the named project manager for the duration of the contract unless a substitute project manager with equivalent qualifications is approved by Arlington County.

8. ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail.

9. DISCOUNTS

Discounts contingent on payment of invoices by Arlington County within a stipulated period of time will be accepted as a component of a bid, but will not

be considered by Arlington County when evaluating bid prices or when making an award.

10. EXPENSES INCURRED IN PREPARING BID

Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.

11. BIDDER INVESTIGATIONS

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

12. INCOMPLETE DOCUMENTS

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation 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, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential bidder downloaded an electronic version of the solicitation documents, that potential bidder is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington County Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder's sole expense and at no additional cost to Arlington County.

13. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent 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. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will result in bid rejection by Arlington County.

14. DEBARMENT STATUS

The bidder shall indicate in the space provided on the Bid Form, whether or not it, or any of its principals, is/are currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

15. 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 and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

16. INFORMALITIES

Arlington 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 services being procured. If insufficient information is submitted for Arlington County to properly evaluate the bid by a bidder; Arlington County reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

17. 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, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

18. 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 shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

19. BID WITHDRAWAL PRIOR TO BID OPENING

No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

20. 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 notice in writing to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all original 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 Arlington 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.

21. PARKING

At most Arlington County government facilities, parking for contractors' vehicles is not provided by Arlington County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).

22. REQUIREMENTS CONTRACT ACKNOWLEDGEMENT

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will be a requirements contract. Arlington County will have no obligation to the successful bidder if no items or services are required. Any quantities which are included in this solicitation are the present expectations of those who are planning for Arlington County for the period of the contract. The amount is only an estimate and each bidder understands and agrees that Arlington County is under no obligation to the successful bidder to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Each bidder further understands that Arlington County may require items or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in the contract. For any items or services required, the County will treat the Contractor as the exclusive provider of such items or services, and it will use its best efforts to ensure that all orders for the items or services specifically described in the contract will be placed with the contractor.

23. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that is submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials to be protected and state the reasons why protection is necessary or falls within the exception to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

24. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one (1) bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing

that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

25. METHOD OF AWARD

Arlington County will award this solicitation to the lowest responsive and responsible bidder. However, Arlington County reserves the right to make the award to multiple bidders if guidelines for assigning orders to multiple awardees are provided in the specifications contained in this solicitation.

A pre-determined, sealed formula will be used to select the low bidder. The formula will weigh the bid prices for towing, storage fees and additional services indicated on the bid form. The County's intention in developing the scoring formula is to ensure that this contract is awarded to the bidder whose towing and related prices are the most reasonable for members of the public whose vehicles are towed. This formula will be unsealed at the bid opening, and become a public record at that time.

26. MANDATORY DOCUMENTATION

The County will review the bids to confirm that the following mandatory documentation has been provided:

1. Proof of the bidder's registration and good standing with the Virginia State Corporation Commission (see page 5);
2. Business License.
3. For all tow truck operators employed by the bidder:
 - a. valid driver's license with their privilege to drive in Virginia not suspended;
 - b. certification from the Towing and Recovery Association of America ("TRAA") or Wreckmaster Levels 1 and 2; and,
 - c. as necessary, a Commercial Driver's License with appropriate endorsements;
 - d. Copy of each driver's registration/certificate with Department of Criminal Justice Services.
4. For all vehicles:
 - a. Virginia Department of Motor Vehicles registration; and
 - b. Proof of local jurisdictional property tax registration.
5. Experience: Documentation that the bidding entity has a minimum of three (3) years of experience in Police contract towing in providing services of a similar nature and scope to those required by this solicitation; and
6. Storage Facility: The bidder must submit written documentation demonstrating a lease or proof of ownership or the right of, or the option to right of possession of property that is in compliance with the contract for the storage facility to be available at the time of bid documenting the availability of that space for the term of the contract contemplated by this solicitation.

If the bidder does not provide the above mandatory documentation with their bid, the bid will be rejected.

At the time of bid evaluations, bidders will be notified to provide the following information for background checks of all employees. This information must be provided within two (2) business days of the request or the bidder will be deemed unresponsive. Bidders must provide for all employees: full legal name, date of birth, social security number and a photocopy of a valid driver's license.

27. INSURANCE REQUIREMENTS

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. 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. The insurance requirements herein shall neither operate as a limitation of the Contractor's liability to the County nor as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting Contract.

28. PERFORMANCE BOND

The Contractor shall post performance bond in an amount equal to seventy-five thousand dollars (\$75,000.00) and provide a copy of the bond to Authorized user within (10) days of execution of this Agreement. In the event that the Contractor or any subcontractor or any officer, director, employee or agent of the Contractor or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this Agreement, including without limitation the Contractor's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

29. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), an e-mail with a Notice of Decision to Award will be sent to all bidders, using the email address provided in the Bid Form.

II. SCOPE OF SERVICES

1. GENERAL INFORMATION:

The County Board of Arlington County, Virginia ("County"), is soliciting bids from qualified bidders for the provision of towing services for the Arlington County Police Department, Arlington County Sheriff's Office and Virginia State Police ("Police") and any authorized user.

2. AUTHORIZED USERS:

Authorized users are defined as an employee or agent of the Arlington County Fire Department, Arlington County Department of Environmental Services (Equipment Bureau), Arlington Public Schools, and Arlington County Treasurer's Office.

3. LICENSES:

The Contractor shall have all required business and operating licenses (i.e. business, professional and occupational, zoning, motor carrier, etc.)

4. RATES:

Bidders shall state in the bid form the rates they propose to charge for the services described in this solicitation. These rates shall include, but are not limited to the items listed below:

- 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 auto
 - (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, specified in Section 4.1 above, 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
- iii) Storage Charge Bid: 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.
- iv) Special Services: Flat Rates, include the following:
 - (1) Disable vehicle alarm;
 - (2) Flat tire change;
 - (3) Jumpstart;
 - (4) Lockouts;
 - (5) Tarp-Fee
- v) 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
- vi) Mileage Charge: for tows terminating outside of Arlington County, not to vendor's location if it is located outside of Arlington County.
- vii) 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.
- viii) 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**

5. 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.

6. EQUIPMENT:

At least seventy percent (70%) of all equipment required for each bidder's towing operations must be owned or leased at the time of the submission of the bid. If the bidder proposes to lease property or hire additional equipment to fulfill the proposed contract, the bidder shall indicate so in the bid.

Equipment not in compliance with these specifications shall not be approved for use under the contract. The Contractor shall have all equipment in compliance with the contract requirements before the effective date of the contract; failure to comply with this requirement may result in termination of the contract and enforcement of the performance surety.

Leased, hired, or subcontracted equipment proposed by a bidder shall comply in all respects with the contract requirements. All agreements covering non-owned equipment shall be in writing and shall be presented on demand for inspection and approval by the County. The successful bidder shall assume complete responsibility for the compliance of non-owned equipment and its operators with the terms of the contract.

7. TOW ACTIVITY ESTIMATES:

The following estimates are based on available data and forecasts of the County (including vehicular accident/disabled vehicles towed for the Virginia State Police, Arlington County Sheriff's Office, Arlington County Public Schools, Arlington County Department of Environmental Services (Equipment Bureau), Arlington County Treasurer's Office, the Arlington County Police Department, and Arlington County Fire Department), and are provided for bidder information only. This contract will be a requirements contract, as defined elsewhere in this solicitation.

Total number of tows	7,000 Per Year
Tows of County equipment	(Unknown)
Average storage time charged per vehicle	4 days
Tows to storage facility	3,500 Per Year
Tows to Police impound Lot	200 Per Year
Tows related to accidents	200 Per Year

8. CHANGES:

If the Contractor changes ownership or goes out of business during the term of the contract, ninety (90) days advance written notice of such change shall be provided to the County. If the Contractor changes ownership or goes out of business and fails to comply with this provision, the County may terminate the contract immediately and enforce the Performance Surety.

In the event the Contractor gives ninety (90) days advance notice to the County of change of ownership, the County, at its sole discretion, may terminate the contract at the end of the ninety (90) day notice period, or may continue the contract with the new owner(s) under the same terms and conditions. The new owner(s) shall not have the right to unilaterally terminate the contract.

9. SCOPE OF SERVICES:

The Contractor shall provide towing and related services, as described below, at the request of any Authorized User. The rates included in the contract shall determine the financial charges for these services. The Contractor shall furnish, at its expense, a direct tie-line telephone between the Contractor and the Arlington County Emergency Communication Center.

- i) Any vehicles which are towed under the contract and remain at the Contractor's storage facilities upon termination of the contract will continue to be covered by the contract terms and conditions. The disposal of such vehicles will be authorized in the same manner as if the contract were still in effect. Upon expiration or termination of the contract, the Contractor shall submit to the Police an inventory of all remaining vehicles covered by contract, and do so monthly thereafter until all such vehicles are no longer under the control of the Contractor.
- ii) 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. For the purposes of these specifications, the County's Project Officer will be the commander of the Systems Management Division of the Arlington County Police Department, unless someone else is appointed by the Chief of Police or his representative ("Project Officer").
- iii) 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. (See section 23.C. below)

10. REQUESTS FOR SERVICE: The Contractor shall respond to requests for towing services issued by any Authorized User, twenty-four (24) hours per day, and seven (7) days per week.

- i) A majority of the services under this contract will be requested by the Police. While the other Authorized Users will be authorized to request towing services under the contract, any disputes regarding the applicability of any section of the contract shall be resolved by the County Project Officer.
- ii) The Contractor shall tow vehicles covered by the contract to various destinations, as directed by the Authorized User and/or the owner or operator of the vehicle.
- iii) In the event of an emergency as declared by federal, Virginia or County officials, the Contractor shall make available to the exclusive use of the County all tow trucks scheduled to be available for towing

under the contract, to render services as requested by the Police. Any tows by the Contractor pursuant to an emergency request shall be charged to the County at a rate not to exceed the hourly rate for special services (item 4 of the Bid Form).

- iv) At the request any Authorized User, additional services, not otherwise specified in the contract shall be provided by the Contractor at the hourly rate for special services (item 4 of the Bid Form).
- v) 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.
- vi) All employees of the Contractor shall wear a uniform when responding to Police tows. Uniforms shall display the Contractor's business name.

11. RESPONSE:

- i) If the Contractor or an employee thereof arrives at a location without having been requested, the Police may direct the Contractor or its employee to leave. However, the Police reserve the right to direct the Contractor or its employee(s) to provide services in such instances when immediate assistance is necessary to protect persons or property.
- ii) If the Police have been summoned to an accident scene but have not arrived, the Contractor and/or its employee shall not solicit towing services from the parties to the accident.

12. EQUIPMENT SPECIFICATIONS AND CONDITION:

- i) The Contractor shall use only equipment that has been inspected and approved by the Police 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 and enforcement of the Performance Bond.

The Contractor shall maintain all equipment approved by the Police for use under the contract in good operating 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 Police 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 sub-contracted.
- 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 Police, including, but not limited to using dollies, winches, and cable extensions and off-road work.
- v) The Contractor shall have the capability of handling all tows occurring during the contract term, either through the use of owned, leased or subcontracted equipment, at no additional charge to Authorized Users. Any equipment acquired after the issuance of the contract and used under the contract is subject to Police 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.
- vii) If the Contractor is unexpectedly unable to provide the number of tow trucks required under the contract, or if additional equipment above and beyond are 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.

13. LIGHT TOWING:

- i) The Contractor shall have at least twelve (12) tow trucks and licensed operators available at all times to respond to requests from Authorized Users, on a 24-hours-a-day, 7-days-a-week basis. Four (4) of the twelve (12) trucks must be 4-wheel drive. The Contractor must have at least two (2) or more of each type of light-duty tow truck (boom, wheel lift and flatbed) to meet the number of trucks required for the contract.
- ii) The appropriate equipment shall arrive at the location requested by the Police or other Authorized Users within thirty (30) minutes of request. The response time begins upon receipt by the Contractor of notification of the need for the services.
- iii) Tow trucks used for light towing shall comply with Light Truck Standards from the US Department of Transportation - For towing passenger cars, pick-up trucks, small trailers, etc., up to Class 2:
 - 1) Tow truck chassis for tow trucks shall have a minimum manufacturer's capacity of 10,000 pounds GVWR;
 - 2) A boom capacity and individual power winch pulling capacity not less than the manufacturer's specifications;
 - 3) One-hundred feet (100') or more of 3/8 inch or larger cable;
 - 4) Dual rear wheels;
 - 5) Dollies, scotch blocks, and snatch block;
 - 6) Wheel lift or under lift;
 - 7) A wheel base sufficient to safely handle towed vehicles with thirty-three percent (33%) to forty percent (40%) of the front axle weight on the ground at all times;
 - 8) All-weather tires on the rear wheels;
 - 9) At least one (1) five (5) pound carbon dioxide (CO₂) fire extinguisher;
 - 10) Lock-picking tools suitable for unlocking cars;
 - 11) At least two (2) amber revolving 360-degree emergency lights, mounted on the highest part of the vehicle;
 - 12) One (1) air tank, when not equipped with air brakes. Rollback trucks are exempt from this requirement;
 - 13) One (1) heavy duty street broom and one (1) shovel;
 - 14) Gas and oil-absorbent material; and
 - 15) Each vehicle shall be equipped with its own two-way radio that is capable of communications with the Contractor's base station.

14. STORAGE FACILITIES: To ensure adequate control by 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 lighted. The Contractor's facilities shall be adequately lighted at all times to ensure lighting despite the time of year, weather conditions, etc.
 - 5) Twenty-four (24) hour access; and
 - 6) In Virginia not further than three (3) 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(ies) 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:

1) Seizure	Police impound lot
2) Evidence	Police impound lot
3) Operational purposes	As directed
4) County vehicles	As directed

15. INSPECTIONS: The Contractor shall allow the Project Officer or designee to inspect all equipment, documentation and facilities at any time.

- i) The Contractor shall, upon inspection and receipt of a verbal 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.

16. 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 a Level 1 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 Virginia regulations. The Contractor shall maintain complete documentation on all testing for the period of the contract.
- iv) The Contractor shall, at its own expense, provide training to all of 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 have such license on their personage at all times while operating under this contract.

17. 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.

18. 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; or
 - 3) 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 shall be parked by the Contractor's operators in a fashion so as to facilitate the easy parking and releasing of vehicles. When possible, Police impound lot attendants will designate spaces to park towed vehicles by utilizing traffic cones. Vehicles that are parked contrary to this general rule will be required to be moved by the Contractor in accordance with instructions from the Police at no additional cost to the County and/or the Authorized Users.
- iv) Re-arranging the lot or moving vehicles for the convenience of the Police may be charged to the County at a rate not to exceed the hourly rate for additional services (paragraph 2.E. herein under "Rates").
- v) The Contractor, at the request of the Police, 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.

19. CHARGES TO OWNER OR OPERATOR:

- i) 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;
- ii) A one-time administrative fee may be charged after the first seventy-two (72) hours of storage for storage of the vehicle after the vehicle is towed.
- iii) Recovery charges may be applied when a vehicle is towed from a non-upright position, from a non-driving surface, or requires the use of special equipment for unusual or extensive operations. The Contractor shall inform the Police Officer in charge of the scene of such charges in advance of the operation.

- iv) Pursuant to Arlington County Code § 14.3-9.E, the Contractor may charge a vehicle owner or operator a drop fee not to exceed \$25.00 after a vehicle is hooked-up (lifted, hooked, secured, lowered) and the owner or operator shows up at the scene and is able to operate the vehicle while in process of towing during recovery.
- v) The Contractor shall charge the owner or operator of a towed vehicle the rates identified in the contract for all services rendered under the contract, regardless of the type of equipment or time required to perform the services. If the owner or operator directs that the Contractor bill a third party (i.e. an insurance company) for services rendered under the contract, the Contractor shall also charge that individual or firm the rates identified in the contract. UNDER NO CIRCUMSTANCES SHALL ANY CHARGES BE LEVIED TO THE OWNER OR OPERATOR, OR ANY OTHER INDIVIDUAL OR FIRM, IN EXCESS OF THE CONTRACT RATE.
- vi) If the owner or operator of a vehicle directs that it be towed to another designated location within Arlington County, and such direction does not conflict with directions given to the Contractor by the Authorized User, the Contractor shall perform such tow at the contract rate(s), and no additional charge shall be incurred by the owner or operator. In such cases, the vehicle owner or operator and the Contractor must agree on the method of payment. If such an agreement cannot be reached, the vehicle shall be towed to the Contractor's storage facility.
- vii) If the owner or operator of a vehicle directs that it be towed to another designated location outside Arlington County, and such direction does not conflict with directions given to the Contractor by the respective Authorized User, the Contractor may charge the owner or operator the contract mileage rate for travel outside Arlington County, in addition to the contract tow rate. The charge shall be calculated from the Arlington County boundary line to the requested location. There shall be no charge for travel when not towing a vehicle. In such cases, the vehicle owner or operator and the Contractor must agree on the method of payment. If such an agreement cannot be reached, the vehicle shall be towed to the Contractor's storage facility.
- viii) 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.
- ix) 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); or
 - 5) Towing of vehicle on owner's request assisted by an Authorized User.
- x) 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 first calendar day of storage is included for all vehicles towed under the terms of the contract if the vehicle is picked up within seventy-two (72) hours. If the vehicle is picked up after seventy-two (72) hours all days of storage may be charged. The time periods mentioned in this paragraph begin at the time of the tow operator tows the vehicle.
- xi) The Contractor must accept payment for all charges billed under the terms of the contract, by cash, personal check, certified check, or

Visa or MasterCard. The Contractor may elect to accept other credit cards or methods of payment, in addition to those stated above, and shall notify the Project Officer in writing of such additional payment methods available to customers. The County and the Authorized Users assume no liability for nonpayment or stopped payment on any form of payment accepted by the Contractor.

- xii) 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) 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.
- xiii) Whenever the County is responsible for a payment to the Contractor for towing, storage charges, or other services rendered or when the County requests to be billed for such services, the charge shall be 50% of the contract rates.
- xiv) If the vehicle was towed to the Contractor's storage facility due to an administrative error made by the County or an Authorized User and it is determined that a vehicle must be released from the Contractor's storage facility for any other reason, the Contractor shall release or tow such vehicle to the Police impound lot at no charge to the County, any Authorized User, vehicle owner or lien holder.

SUMMARY OF APPLICABLE TOWING CHARGES

Reason	Storage Destination	Towing Charge	Hours With No Storage Charge
Seizure	Police Impound Lot	Contract Rate	Not Applicable
Evidence	Police Impound Lot	Contract Rate	Not applicable
Non-Evidence	Police Impound Lot	Contract Rate	Not applicable
Thirty (30) Day Immobilization	Contractor's Storage Facility	Contract Rate	Charged from 1st day of tow
Safekeeping	Contractor's Storage Facility	Contract Rate	24 hours after tow
Parking Violation	Contractor's Storage Facility	Contract Rate	24 hours after tow
Arrest	Contractor's Storage Facility	Contract Rate	24 hours after tow
Recovered Stolen	Contractor's Storage Facility	Contract Rate	24 hours after tow
Booted	Contractor's Storage Facility	Contract Rate	24 hours after tow
Traffic Hazard	Contractor's Storage Facility	Contract Rate	24 hours after tow
Abandoned	Contractor's Storage Facility	Contract Rate	24 hours after tow
Defective Equipment	Contractor's Storage Facility	Contract Rate	24 hours after tow
Accident	Contractor's Storage Facility	Contract Rate	24 hours after tow
Property Owner Request	Contractor's Storage Facility	Contract Rate	24 hours after tow
Obstruction from Private Property	Contractor's Storage Facility	Contract Rate	24 hours after tow
Operational Purposes	As directed by Police or Chief of Equipment Bureau	Contract Rate	Not Applicable
County Vehicles	As directed by Police or Chief of Equipment Bureau Or Designee	Contract Rate	Not Applicable

20. 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.

21. RELEASE OF VEHICLES:

- i) 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. Law enforcement 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.

- 22. 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.

Keys for vehicles impounded as evidence, thirty (30) day immobilization or otherwise directed by Police, will be retained and stored by the impounding officer.

- 23. 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.

24. 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.

25. 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.

26. REPORTS AND RECORDS:

- i) 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.
- ii) 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; and
 - 7) All itemized charges or a copy of the itemized bill associated with the vehicle.

27. 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.

28. UNSATISFACTORY PERFORMANCE BY THE CONTRACTOR:

- i) General - If service provided by the Contractor, as determined by the County, under the contract is determined to be unsatisfactory or unacceptable, the Contractor may either be assessed liquidated damages or the contract may be terminated for cause and the Performance Bond enforced.
- ii) The County may terminate the contract for cause, in accordance with the paragraph entitled "TERMINATION FOR CAUSE" in the Agreement herein. The County may elect to suspend the Contractor from performing services under the contract, for a period of up to three (3) months, in lieu of terminating the contract. Grounds for termination for cause or suspension shall include, but are not limited to, the following:
 - 1) Failure to respond to requests from an Authorized User for services covered by the contract;
 - 2) Failure to maintain equipment in accordance with the requirements of the contract and with all applicable laws;
 - 3) Lack of proper insurance as required under the contract;
 - 4) Charging customers fees in excess of those listed in the contract;
 - 5) Inefficient or unsafe practices in providing towing services;
 - 6) Allowing unlicensed persons to operate any equipment under this contract;
 - 7) Storing a vehicle at a location other than storage facilities listed in the contract;
 - 8) Failure to park impounded and stored vehicles at the Police Impound Lot in a fashion allowing easy parking and releasing of other vehicles;
 - 9) Involvement in criminal offenses or activity and/or failure to comply with all laws, ordinances, codes and regulations applicable to the operation of a motor vehicle towing and storing business;
 - 10) Other actions which impact unfavorably on the faithful performance of the contract; and;
 - 11) Failure to maintain and provide proper documentation of tows and other services provided by the tow company at the request of the Project Officer. This information must be made available for immediate inspection during regular business hours. Proper documentation is to include but is not limited to itemized billing of all charges applicable to the tow and other services.
- iii) Evaluation of performance under the contract will include, without limitation, the performance standards listed below. The County will assess, for each incident of the Contractor's failure to comply with a stated performance standard, liquidated damages in the amount identified in the third column ("Liquidated Damages Per Reported Incident"). The Contractor will be assessed liquidated damages within thirty (30) days of receipt of notice from the County. The standards listed in the table below to be assessed are guidelines. The County may, in addition to assessment of liquidated damages, terminate the contract or suspend the Contractor from performing services under the contract for a period of up to three (3) months, as described herein, based on a single failure or omission if such failure or omission is determined by the County to be a material breach of the contract.

PERFORMANCE STANDARDS AND ASSOCIATED LIQUIDATED DAMAGES

PERFORMANCE INDICATOR	ACCEPTABLE PERFORMANCE STANDARDS	LIQUIDATED DAMAGES AWARDED PER INCIDENT	RATING OF UNACCEPTABLE PERFORMANCE
Failure to respond to request for services covered by this contract	No failure to Respond	\$500.00	More than 2 failures to respond within any calendar month or more than 8 failures in any 180 day period
Late response to services covered by this contract	No incidents	\$100.00	More than 15 incidents in any calendar month or more than 60 incidents in any 180 day period
Failure to maintain equipment according to this contract	No violations	\$200.00	More than 3 violations in any 180 day period.
Lack of required insurance coverage	Full coverage During Agreement	N/A	Allowing coverage to lapse will result in termination of contract
Charging excessive and/or unnecessary fees for towing and/or storage	No incidents	\$400.00	More than 1 incident within each contract year.
Providing unsafe service, or allowing unlicensed person to operate equipment	No incidents	\$200.00	More than 1 incident within each contract year
Storing vehicles at other than approved storage facility	No incidents	\$400.00	More than 5 incidents in any 180 day period
Improper parking of vehicle at Police Impound Lot	No incidents	\$100.00	More than 10 incidents per month, or 40 incidents in any 180 day period
Involvement in felony Criminal offenses or activity	No incidents	N/A	Any incident during contract term will result in termination of the contract.
Improper Sale/disposal of vehicle	No incidents	Reimburse NADA value of vehicle	More than 1 incident within each contract year.
Failure to maintain proper documentation	No incidents	\$200.00	More than 3 incidents within each contract year.

29. VEHICLES SEIZED BY THE SHERIFF:

- i) The Contractor shall tow and store vehicles seized by the Arlington County Sheriff's Office ("Sheriff"). Whenever the Sheriff requests the Contractor to tow a seized vehicle, the vehicle shall be stored in the Contractor's storage facility. Procedures for release of vehicles by the Sheriff shall be identical to those set forth for the release of vehicles towed for the Police, except that the written permission for release of vehicles towed for the Sheriff shall be issued by the Sheriff.

- ii) Some vehicles may be seized outside of Arlington County, Virginia (within the Washington, D.C., metropolitan area). The Contractor shall, for such tows, in addition to the tow rate, charge the Sheriff the contract rate for mileage beyond the Arlington County line for the actual miles the vehicle is towed beyond the line.
- iii) The charges for towing and storage of vehicles seized by the Sheriff shall be paid by the owner of the vehicle prior to the release of the vehicle, unless otherwise indicated on the vehicle release form.
- iv) Unclaimed vehicles will be disposed of by the Sheriff. The Contractor shall permit, at no charge, access to their storage facility to an outside agency or Contractor with a written authorization from the Sheriff, for pickup of vehicles to be disposed of by the Sheriff. The Contractor may charge the Sheriff, for towing and storage of unclaimed vehicles, fifty percent (50%) of the outstanding towing and storage charges for such vehicles as full and final settlement of all claims of the Contractor for such vehicles.
- v) Records of vehicles seized by the Sheriff shall be kept separate from records of other vehicles towed under the contract. All terms and conditions of the contract, which are not specifically modified above, apply to this section. The services covered by this section will be managed by the Sheriff.

III. CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 660-15.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the "Contract" or "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide light duty towing for Arlington County. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM

The term of this Agreement will commence on or about May 16, 2015, and shall be completed no later than MAY 15, 2020 subject to any written modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor, the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor for not more than 1 (one) additional twelve (12) month periods from May 16, 2020 to May 15, 2021.

4. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the services covered in the County's Invitation to Bid No. 660-15 at the prices provided in the bid of the Contractor.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PROJECT STAFF

The Project Officer will, throughout the Initial Contract Term and Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the Project officer reasonably rejects staff or subcontractors pursuant to this section, the Contractor must 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 employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

7. BACKGROUND CHECK

Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at the County's site or remotely as determined by the County Project officer, shall be subject to a County standard background check, including fingerprinting by the County Sheriff's Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County. Within two (2) business days any vendor must provide background check information to the Arlington County Police Department Project Officer, such employee or subcontractor shall provide full name, date of birth, copy of valid Driver's License and Social Security Number for each employee or subcontractor.

8. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the Work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must notify the Project Officer immediately after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County Purchase Order is issued covering the cost of the services to be provided pursuant to the amendment.

9. PAYMENT TERMS

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

10. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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

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

11. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the services provided under this Contract or substitutes for such services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

12. REQUIREMENTS CONTRACT

During the Contract Term, the Contractor shall furnish all of the items or services described in the Contract Documents required by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, 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 Contractor further understands that the County may require items and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract. In addition, for any items or services required, the County will treat the Contractor as the exclusive provider of such items or services, and it will use its best efforts to ensure that all orders for the items or services specifically described in the contract will be placed with the contractor.

13. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient

funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides services without a signed County Purchase Order, it does so at its own risk and expense.

14. 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 Contractor shall be deducted from the Contractor's final payment.

15. 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.

16. 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.

17. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or Virginia

law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

18. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

19. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

20. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work, material, goods, or equipment and replace it

with suitable and satisfactory work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

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

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

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

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

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the contractor

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

22. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

23. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

24. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask work and trademark) of

third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the work hereunder. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

25. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

26. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor

shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section.

27. CONFIDENTIAL INFORMATION

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

28. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other 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.

29. COUNTY EMPLOYEES

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

30. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond

the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

31. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

32. RELATION TO THE COUNTY

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

33. ANTITRUST

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

34. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on **at least thirty percent (30%) recycled-content** and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and

- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

35. AUDIT

The Contractor shall secure an independent certified public accountant's audit of its finances and program operation after the close of each fiscal year (which ends on June 30), but no later than September 15 of each such year, and shall forward to the County the findings of such audit in whole, including the management letter or other ancillary audit components, and permit the County to make such review of the records of the contractor as may be deemed necessary by the County to satisfy audit purposes. In instances where a management letter was not prepared as an audit function, the Contractor must so certify in writing to the County at the time the audit report is submitted. All accounts of the Contractor are subject to such audit, regardless whether the funds are used exclusively for specific program activities or mingled with funds for other agency activities.

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

36. ASSIGNMENT

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

37. AMENDMENTS

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

38. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

39. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the

Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

40. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

41. ARBITRATION

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

42. NONEXCLUSIVITY OF REMEDIES

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

43. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.,

44. SEVERABILITY

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

45. 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.

46. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; AND CONFIDENTIAL INFORMATION.

47. HEADINGS

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

48. AMBIGUITIES

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

49. INSURANCE AND PERFORMANCE BONDS

The Contractor shall maintain the required insurance coverage and performance bonds through the completion of the Contract, including all warranty and guarantee periods.

50. NOTICES

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

TO THE CONTRACTOR: REFER TO BID FORM OF CONTRACTOR

TO THE COUNTY:

The County Project Officer (refer to section headed Project Officer) under the Contract Terms and Conditions section (Contractor shall request address from Project Officer);

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

51. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

52. ADA COMPLIANCE

Compliance with the Americans with Disabilities Act of 1990 ("ADA") shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance therewith. The Contractor's responsibilities related to ADA compliance shall include, but not be limited to, the following:

- a. Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.
- b. Effective Communication: The Contractor, upon request, shall provide appropriate aids and services to facilitate effective communication with qualified persons with disabilities so that such persons can participate equally in the Contractor's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.
- c. Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.

- d. The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.
- e. Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.
- f. Responding to inquires from the U.S. Department of Labor.

IV. INSURANCE REQUIREMENTS

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See the Insurance Checklist (part of the Bid or Proposal Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the work entered into between the County and the Contractor.

1 General

1.1 The Contractor shall provide insurance as specified in the Insurance Checklist found on the last page of the bid or proposal form.

1.2 The Contract with the Contractor will not be executed by the County until the Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the County; additionally, the Contractor shall not allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. The Contractor shall submit to the County Purchasing Agent copies of all required endorsements and documentation of coverage consistent with the requirements herein or, alternately, at the County's request, certified copies of the required insurance policies in compliance with the insurance requirements. All endorsements and documentation shall state this Contract's number and title.

1.3 The Contractor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation, Employers' Liability insurance, or any other insurance required by the Contract in the same manner and form as specified for the Contractor. The Contractor shall furnish subcontractors' evidence of insurance and copies of endorsements to the County Purchasing Agent immediately upon request by the County and/or prior to the subcontractor's performance of work related to this Contract.

1.4 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

1.5 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, any surety, or any bond, from any liability or obligation imposed under this Agreement.

1.6 Arlington County, and its officers, elected and appointed officials, employees, and agents are to be named as additional insureds under all coverages except Workers' Compensation, Professional Liability, and Automobile Liability, and the endorsement must clearly identify the County as an additional insured permitted to enjoy all the benefits under the applicable policy of insurance. The certified policy, if requested, must so state coverage afforded under this paragraph shall be primary as respects the County, its officers, elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract and to all applicable endorsements:

"The County Board of Arlington County and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers."

1.7 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and 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 contracted work.

1.8 The insurance coverage required shall remain in force throughout the Contract Term or as otherwise stated in the Contract Documents or these Insurance Requirements. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor.

1.9 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the work as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

1.10 If any policy contains a warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the work, such policy shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.

1.11 All policies shall include the following language: "The insolvency or bankruptcy of the insured or of the insured's estate will not relieve the insurance company of its obligations under this policy."

1.12 All policy forms must "Pay on behalf of" rather than "Indemnify" the insured.

1.13 Nothing contained in these Insurance Requirements or the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be 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 directly employed by it.

1.14 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its work under the Contract.

1.15 For any claims related to this work, The Contractor's insurance shall be deemed primary and non-contributory to all other applicable coverage and in particular with respect to Arlington County, its representatives, officials, employees, and agents. Any insurance or self-insurance maintained by Arlington County shall be excess and noncontributory of the Contractor's insurance. The Contractor shall waive its right of subrogation for all insurance claims.

1.16 If the Contractor does not meet the insurance requirements set forth by the Contract Documents, alternate insurance coverage or self-insurance, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages including the Contractor's most recent actuarial report and a copy of its self-insurance resolution to determine the adequacy of the insurance funding must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

1.17 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders' with a rating of "A-VII" in the latest edition of the A.M. Best Co.'s Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described in 1.16 above.

1.18 The Contractor shall be responsible for payment of any deductibles applicable to the coverages.

1.19 The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

2 Contractor's Insurance:

2.1 The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Insurance Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

- i. General aggregate limit is to apply per project;
- ii Premises/Operations;

- iii. Actions of Independent Contractors;
- iv. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
- v. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract;
- vi. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;
- vii. Explosion, Collapse, or Underground (XCU) hazards.

2.1.2 Business Automobile Liability, including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists coverage, and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage. The policy shall not contain any provision or definition which would serve to eliminate third party action over claims, including exclusion for bodily injury to an employee of the insured, employees of the premises owner, or employees of the general contractor to which the insured is subcontracted; or employees of the insured's subcontractor.

2.1.4 Property Insurance - Motor Cargo - The Contractor shall maintain insurance on goods in its care, custody, or control, while such property is being loaded, while in transit, and until such time the property is unloaded and set in place at its final destination. Such insurance shall be written at limits acceptable to the County.

2.1.5 Garage and Garagekeepers' Liability - Garage liability coverage may be substituted for commercial general liability and business automobile liability forms. All extensions as shown in § 2.1.1(i) - (vii) and in the Bid Form insurance checklist shall be provided. Garagekeepers liability insurance providing primary comprehensive and collision coverage on vehicles belonging to others, whether on or off Contractor's property, and while being towed, must be provided in an amount acceptable to the County. Garagekeepers insurance is to apply even though the automobile owner's permission to tow, if applicable, has not been granted to the Contractor.

2.1.5 Contractors Pollution Liability (CPL) Policy

- i. Minimum liability limits required shall be \$1,000,000 Per Loss and \$2,000,000 Total All Losses, including, but not limited to, property damage, bodily injury, loss of use, and clean up costs.
- ii. Limits must be dedicated to work performed under this Contract only, unless prior approval by the Arlington County Risk Manager has been obtained. The policy of insurance shall contain or be endorsed to include the following:
 - a. Pollution coverage as respects asbestos, lead, and PCB's.
 - b. "Covered Operations" designated by the CPL policy must specifically include all work performed under this contract. (This would include and not be limited to excavation, off-site incineration of soils, demolition, asbestos abatement, drum removal and disposal, in-situ vapor extraction, etc.) and exclusions or limitations affecting work performed under this contract must be deleted. (i.e., lead, asbestos, pollution, testing, underground storage tanks, radioactive matter, etc.)

- c. Contractor must comply with all applicable DOT and EPA requirements.
- d. Premises/Operations.
- e. Broad form property damage.
- f. Products/Completed Operations coverage for a minimum of five (5) years after Final Payment.
- g. Contractual liability coverage in accordance with ISO policy form CG 00 01 11 85. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
- h. Cross liability/severability of interest.
- i. The scope of work and all related activities under this Contract shall be scheduled as "Covered Operations" under this policy.
- j. Coverage is included on behalf of the insured for covered claims arising out of the actions of independent contractors. If insured is utilizing subcontractors, the CPL policy must use "By or On behalf of" language with regards to coverage.
- k. Loading and unloading exclusions must be amended so as to include coverage for mobile equipment and automobiles.

3. Commercial General or other Liability Insurance - Claims-made Basis:

3.1 If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist remain the same. The Contractor must either:

- i. Agree to provide insurance, copies of the endorsement and certified documentation evidencing the above coverages and naming the County as an additional insured for a period of five (5) years after final payment under the Contract. Such documentation shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this Contract, or
- ii. Purchase an extended (minimum five [5] years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a copy of the endorsement itself. The extended reporting period will begin upon final payment under the Contract.

V. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 660-15

B I D F O R M

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON April 23, 2015

FOR PROVIDING LIGHT TOWING SERVICES FOR THE ARLINGTON COUNTY POLICE DEPARTMENT, ARLINGTON COUNTY OFFICE OF THE SHERIFF, ARLINGTON COUNTY FIRE DEPARTMENT, ARLINGTON COUNTY OFFICE OF THE TREASURER, VIRGINIA STATE POLICE, ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES - EQUIPMENT BUREAU, AND THE ARLINGTON COUNTY SCHOOL BOARD, FOR UP TO A FIVE (5) YEAR PERIOD, WITH A ONE (1) YEAR RENEWAL OPTION PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

PLEASE COMPLETE THE PRICING SHEET (ATTACHMENT A) PROVIDED WITH THE BID DOCUMENTS AS ATTACHMENT A TO ITB NO. 660-15 AND SUBMIT IT WITH YOUR BID.

FAILURE TO SUBMIT THE PRICING SHEET WITH THE BID WILL DEEM THE BIDDER NONRESPONSIVE.

NOTE: The lowest responsive and responsible bidders will be determined by a pre-determined, sealed formula based on the price for towing services and storage fees and the price for additional services indicated on the bid form. This formula will be unsealed at the bid opening, and become a public record at that time.

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County, and documents obtained from all other sources.

BIDDER NAME: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

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

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of 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, any act of collusion with another person(as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

BIDDER NAME: _____

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (I.E. PROJECT MANAGER):

NAME (PRINTED): _____ TITLE: _____

E-MAIL ADDRESS: _____ TEL. NO.: _____

SUBMITTED BY: (LEGAL NAME OF ENTITY)			
ADDRESS:			
CITY/STATE/ZIP:			
TELEPHONE NO:		FACSIMILE NO.:	
THIS FIRM IS A: • INSERT NAME OF STATE _____ CORPORATION, GENERAL PARTNERSHIP, LIMITED PARTNERSHIP, UNINCORPORATED ASSOCIATION, LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP			
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?			
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:			
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED			
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?			
BIDDER STATUS:	MINORITY OWNED:	WOMAN OWNED:	NEITHER:

I HAVE INCLUDED ALL BELOW DOCUMENTATION AS REQUIRED:

1. **Proof of the bidder's registration and good standing with the Virginia State Corporation Commission (see page 6)**
2. **Business License.**
3. **For all tow truck operators employed by the bidder:**
 - a. valid driver's license with their privilege to drive in Virginia not suspended;
 - b. certification from the Towing and Recovery Association of America ("TRAA") or Wreckmaster Levels 1 and 2; and,
 - c. as necessary, a Commercial Driver's License with appropriate endorsements;
 - d. Copy of each driver's registration/certificate with Department of Criminal Justice Services.
4. **For all vehicles:**
 - a. Virginia Department of Motor Vehicles registration; and
 - b. Proof of local jurisdictional property tax registration.
Experience: Documentation that the bidding entity has a minimum of three (3) years of experience in Police contract towing in providing services of a similar nature and scope to those required by this solicitation; and
5. **Storage Facility: The bidder must submit written documentation demonstrating a lease or proof of ownership or the right of, or the option to right of possession of property that is in compliance with the contract for the storage facility to be available at the time of bid documenting the availability of that space for the term of the contract contemplated by this solicitation.**

BIDDER NAME: _____

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".

COVERAGES REQUIRED

COVERAGE MINIMUM(S)

- XXX 1. Workers' Compensation Statutory limits of Virginia
- XXX 2. Employer's Liability \$100,000 accident, \$100,000 disease,
\$500,000 disease policy limit
- XXX 3. Commercial General Liability \$1,000,000 CSL BI/PD each occurrence,
\$2 Million annual aggregate
- XXX 4. Premises/Operations \$500,000 CSL BI/PD each occurrence
\$1 Million annual aggregate
- XXX 5. Automobile Liability \$1 Million BI/PD each accident, Uninsured Motorist
- XXX 6. Owned/Hired/Non-Owned Vehicles \$1 Million BI/PD each accident, Uninsured Motorist
- XXX 7. Independent Contractors \$500,000 CSL BI/PD each occurrence,
\$1 Million annual aggregate
- XXX 8. Products Liability \$500,000 CSL BI/PD each occurrence,
\$1 Million annual aggregate
- XXX 9. Completed Operations \$500,000 CSL BI/PD each occurrence,
\$1 Million annual aggregate
- XXX10. Contractual Liability (Must be shown on Certificate) \$500,000 CSL BI/PD
each occurrence, \$1 Million annual aggregate
- XXX11. Personal and Advertising Injury Liability \$1 Million each offense,
\$1 Million annual aggregate
- XXX12. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- XXX13. Per Project Aggregate
- ___ 14. Professional Liability
 - ___ a. Architects and Engineers \$1 Million per occurrence/claim
 - ___ b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - ___ c. Medical Malpractice \$1 Million per occurrence/claim
 - ___ d. Medical Professional Liability .. \$ Limits as set forth in VA Code 8.01.581.15
- ___ 15. Miscellaneous E&O \$1 Million per occurrence/claim
- ___ 16. Motor Carrier Act End. (MCS-90) ... \$1 Million BI/PD each accident, Uninsured Motorist
- XXX17. Motor Cargo Insurance
- ___ 18. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- XXX19. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- ___ 20. Inland Marine-Bailee's Insurance \$ _____
- ___ 21. Moving and Rigging Floater Endorsement to CGL
- ___ 22. Crime and Employee Dishonesty Coverage \$ _____
- ___ 23. Builder's Risk. Provide Coverage in the full amount of Contract, incl. any amendments
- ___ 24. XCU Coverage Endorsement to CGL
- ___ 25. USL&H Federal Statutory Limits
- XXX26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
- XXX27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- XXX28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- XXX29. Certificate of Insurance shall show Bid Number and Bid Title.
- XXX30. Certificate Holder shall be: The County Board of Arlington County, VA c/o The Purchasing Agent, 2100 Clarendon Blvd., Suite 500, Arlington, VA 22201
- ___ 31. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.

AGENCY NAME: _____ AUTH. SIGNATURE: _____

BIDDER'S STATEMENT:

If awarded the Contract, I will comply with all Contract insurance requirements.

BIDDER NAME: _____ AUTH. SIGNATURE: _____

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FLEET SERVICES, INC.

7300 Telegraph Square Drive

Lorton, Virginia 22079

Phone: 703-550-0080 - Fax: 703-550-8098

www.RedmanFleet.com

May 14, 2020

Igor Scherbakov, CPPB
Public Safety Procurement Specialist
Arlington County, Virginia

Via: Electronic Mail to: ischerbakov@arlingtonva.us

Thank you for your response regarding our request to exercise a revision of the current contract rates. Although I can appreciate where the percentage rate of our request may seem high when looking at the numbers, I would like to explain the reasons behind the requested increase.

First let's take a realistic look into the immediate effect the pandemic has taking on Redman Fleet Services, Inc. in Arlington. Below are the actual tow figures to date for 2020:

January	421
February	353
March	246
April	76 (Exactly a 75% loss of income since January 2020)

Please keep in mind that we do not get paid by customers for any vehicles that we tow that are "abandoned" or vehicles that are not picked up by the owner. That number is approximately 15% of our monthly tows on a regular basis.

I am certain that you can understand with these numbers why a considerable increase would be necessary at this time. Please keep in mind that since this contract started, and because it is a low bid contract for far less than other county's allow to charge, (*Fairfax charges \$175 for an impound tow and \$300 for an accident and Prince William County charges \$215 for an impound and \$300 for an accident tow with no free storage days*) Redman Fleet has had to "make up" financially in other areas to perform the contract to the level of professional service Arlington has come to expect and deserves. We would appreciate the same courtesy and consideration in this matter.

Igor Scherbakov, CPPB

May 14, 2020

Page Two

Our insurance renewal in May of 2020 brought a 33% increase, lot rent has increased no less than 25% then when we began this contract in 2015. Redman Fleet continues to afford the Arlington lot payroll, truck insurance, utilities, repair & maintenance, health insurance and of course fuel, none of which decreased with the severe decrease in income. These figures do not include everything, but give you a realistic idea of what we are facing in deciding if we can even continue to afford to service Arlington County under this towing contract for the sixth-year extension.

This pandemic may make it impossible to recover from the devastating financial crippling we and others are experiencing. It is highly unlikely that Redman Fleet will see the recovery before this 6th year of the contract is completed. Currently we are using the generous funds of the Small Business Administration, Payroll Protection Program to make payroll costs.

I realize that under normal conditions the requested increase would be hard to justify in terms of procurement regulations. In these times of critical assessment, the numbers we put down to increase the 6th year, with careful consideration, are in line with actually being able to perform for Arlington with the same professionalism we have extended throughout the contract. It is indeed one of those times when drastic times call for more drastic measures, even if it is outside of the normal.

I ask that you take all of these factors into consideration and accept the original pricing we requested as a way to ensure that Arlington and its community continues to receive the professional service they have come to expect and deserve. Thank you.

Respectfully,

Electronic Transmission Signature

Jon Redman

President

Redman Fleet Services, Inc.

PRICING SHEET

ITEM DESCRIPTION	UNIT PRICE
One-Time fee for Towing - Operational services (II.4.i)	\$ 175.00
Vehicle Recovery (II.4.ii)	\$ 100.00
Storage Charge - cost per day (II.4.iii)	\$ 65.00
Special Services - Flat Rate (II.4.iv)	\$ 75.00
Hourly Rate for Additional Services (relocation/moving) (II.4.v)	\$ 100.00
Mileage Charge (II.4.vi)	\$ 4.00
Subsequent Tows - Flat Rate (II.4.vii)	\$ 135.00
Administrative Fee - One-time charge (II.4.viii)	\$ 75.00