

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

CONTRACT AWARD COVERPAGE

TO: REDMAN FLEET SERVICES, INC.	DATE ISSUED:	<u>2/18/2021</u>
7300 TELEGRAPH ROAD	CONTRACT NO:	<u>21-POL-ITB-399</u>
ALEXANDRIA, VIRGINIA 22312	CONTRACT TITLE:	<u>LIGHT DUTY TOWING SERVICES</u>

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

The contract documents consist of the terms and conditions of AGREEMENT No. 21-POL-ITB-399 including any attachments or amendments thereto.

EFFECTIVE DATE: 2/1/2021
EXPIRES: 1/31/2022
RENEWALS: 4 RENEWALS REMAINING
COMMODITY CODE(S): 96810
LIVING WAGE: N

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

<u>VENDOR CONTACT:</u> JON REDMAN	<u>VENDOR TEL. NO.:</u>	<u>(703) 550-0080</u>
<u>EMAIL ADDRESS:</u> REDMANFLEET@AOL.COM		
<u>COUNTY CONTACT:</u> JOHN FEDEN (POL)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-4031</u>
<u>COUNTY CONTACT EMAIL:</u> JFEDEN@ARLINGTONVA.US		

PURCHASING DIVISION AUTHORIZATION

<small>Digitally signed by:</small> <i>Lucas Alexander</i>	Title	Procurement Officer	Date	2/18/2021
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**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 21-POL-ITB-399

THIS AGREEMENT is made, between Redman Fleet Services, Inc., 7300 Telegraph Square Drive, Alexandria, Virginia 22312 ("Contractor") a limited partnership authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 21-POL-ITB-399.

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

2. SCOPE OF WORK

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

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on February 1, 2021 and must be completed no later than January 31, 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than 4 additional 12-month periods, from February 1, 2022 until January 31, 2026 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. 21-POL-ITB-399 at the prices provided in the bid of the Contractor.

6. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

8. NO WAIVER OF RIGHTS

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

9. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

10. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the

Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

11. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its sees fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

12. DAMAGE TO PROPERTY

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

13. 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.

14. FAILURE TO DELIVER

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

15. UNSATISFACTORY WORK

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

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 its work pursuant to this Contract:

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

18. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

19. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

20. SEXUAL HARASSMENT POLICY

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

21. TERMINATION

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

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

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

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

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

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified

by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

22. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the

termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

24. OWNERSHIP AND RETURN OF RECORDS

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

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

The provisions of this section will survive any termination or cancellation of this Contract.

25. CONFIDENTIAL INFORMATION

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

26. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

27. COUNTY EMPLOYEES

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

28. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

29. AUTHORITY TO TRANSACT BUSINESS

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

30. RELATION TO COUNTY

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

31. ANTITRUST

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

32. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

33. AUDIT

The Contractor may be requested to provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to audit.

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

34. ASSIGNMENT

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

35. AMENDMENTS

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

36. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

37. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County

Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law

38. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

39. ARBITRATION

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

40. NONEXCLUSIVITY OF REMEDIES

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

41. NO WAIVER

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

42. SEVERABILITY

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

43. 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.

44. ATTORNEY'S FEES

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

45. SURVIVAL OF TERMS

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

46. HEADINGS

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

47. AMBIGUITIES

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

48. NOTICES

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

TO THE CONTRACTOR:

Jon Redman
Redman Fleet Services, Inc.
7300 Telegraph Square Drive
Lorton, Virginia 22079

TO THE COUNTY:

John Feden, Project Officer
Arlington County, Virginia
1425 N Courthouse Rd
Arlington, VA 22201

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

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

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

49. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

50. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

51. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English

proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

52. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

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

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the

deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

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

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

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

53. MATERIAL CHANGES

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

54. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

REDMAN FLEET SERVICES, INC.

AUTHORIZED DocuSigned by:
SIGNATURE Lucas Alexander
5D2342428F9D4B4...

AUTHORIZED DocuSigned by:
SIGNATURE Jon Redman
E5A35207EDDD48D...

NAME: LUCAS ALEXANDER

NAME: Jon Redman

TITLE: PROCUREMENT OFFICER

TITLE: President

DATE: 2/18/2021

DATE: 2/16/2021

EXHIBIT A - SCOPE OF WORK

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. The subsequent days will be paid at this rate.
- 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. 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

7. CHANGES TO BUSINESS OWNERSHIP:

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.

8. GENERAL REQUIREMENTS:

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)

9. 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.

10. RESPONSE:

- i) 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.
- ii) 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.
- iii) 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.

11. EQUIPMENT REQUIREMENTS:

- 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) 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 wheelbase 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.

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.
- iv) 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.
- v) 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.
- vi) 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.
- vii) 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.
- viii) 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.

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. Any equipment not owned or leased at the time of the submission of the bid must 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.

13. 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 and its employees control at each storage facility, which shall have an attendant on duty from at least 6:30 a.m. to 11:00 p.m., seven 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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 twenty-four (24) hours of storage are free 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;
- xiii) 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.
- xiv) 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.
- xv) 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

19. 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.

20. RELEASE OF VEHICLES:

- i) The Contractor shall have an attendant on duty from 6:30 a.m. to 11:00 p.m., seven 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 between the hours of 11:00 p.m. and 6:30 a.m. 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.

- ii) If the Contractor's storage facility is open for business in excess of the required contract hours, vehicles towed under the contract must be released during the extended time period.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 mobile 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.

27. 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 specified below.
- 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	<i>RATING OF UNACCEPTABLE PERFORMANCE</i>
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.

28. 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.

EXHIBIT B – PRICING

<u>Line Item#</u>	<u>Service Description</u>	<u>Unit of Measurement</u>	<u>Unit Price</u>	<u>Estimated Quantity</u>	<u>Extended Bid Price</u>
<u>1</u>	<u>One-Time fee for Towing - Operational Services (II.4.i)</u>	EA	<u>\$175.00</u>	348	<u>\$60,900</u>
<u>2</u>	<u>Vehicle Recovery (II.4.ii)</u>	EA	<u>\$175.00</u>	60	<u>\$10,500</u>
<u>3</u>	<u>Storage Charge (II.4.iii)</u>	PER DAY	<u>\$65.00</u>	700	<u>\$45,500</u>
<u>4</u>	<u>Special Services - Flat Rate (II.4.iv)</u>	EA	<u>\$75.00</u>	36	<u>\$2,700</u>
<u>5</u>	<u>Additional Services (Relocation/Moving) (II.4.v)</u>	PER HR	<u>\$100.00</u>	312	<u>\$31,200</u>
<u>6</u>	<u>Mileage Charge (II.4.vi)</u>	PER MILE	<u>\$4.00</u>	100	<u>\$400</u>
<u>7</u>	<u>Subsequent Tows - Flat Rate (II.4.vii)</u>	EA	<u>\$135.00</u>	24	<u>\$3,240</u>
<u>8</u>	<u>Administrative Fee - One-Time Charge (II.4.viii)</u>	EA	<u>\$75.00</u>	100	<u>\$7,500</u>
				GRAND TOTAL:	<u>\$161,940</u>