

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

NOTICE OF CONTRACT AWARD

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| <b>TO:</b> Capital Auto and Truck Auction, Inc.<br>1905 Brentwood Road NE<br>Washington, DC 20018 | <b>DATE ISSUED:</b><br><b>CONTRACT NO:</b><br><b>CONTRACT TITLE:</b> | January 3, 2020<br>20-142-ITB<br>Auctioneer Services |
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**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. 20-142-ITB including any attachments or amendments thereto.

**EFFECTIVE DATE:** February 1, 2020

**EXPIRES:** January 31, 2021

**RENEWALS:** THIS IS THE 1 YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.

**COMMODITY CODE(S):** 96209

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 20-142-ITB

**EMPLOYEES NOT TO BENEFIT:**

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

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**VENDOR CONTACT:** Reid Zaritsky

**VENDOR TEL. NO.:**

**(202) 269-3361**

**EMAIL ADDRESS:** [reid@CapitalAutoAuction.com](mailto:reid@CapitalAutoAuction.com)

**COUNTY CONTACT:** Cristian Matthew Davila DES, Auto  
Equipment

**COUNTY TEL. NO.:**

**(703) 228-6467**

**COUNTY CONTACT EMAIL:** [CMdavila@ARLINGTONVA.US](mailto:CMdavila@ARLINGTONVA.US)

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**PURCHASING DIVISION AUTHORIZATION**

**Tomoka Price Title Procurement Office Date January 14, 2020**

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

**AGREEMENT NO. 20-142-ITB**

THIS AGREEMENT is made, on the date of execution by the County, between Capital Auto and Truck Auction, Inc., 1905 Brentwood Road NE, Washington, DC 20018 ("Contractor") a District of Columbia Stock Corporation 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. 20-142-ITB.

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 auctioneer services on an as needed basis. 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, 2020 and must be completed no later than January 31, 2021 ("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 four (4) additional 12-month periods, from February 1, 2021 to January 31, 2025 (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. 20-142-ITB 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. 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.

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

**7. PAYMENT OF SUBCONTRACTORS**

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

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

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

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

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

**8. NO WAIVER OF RIGHTS**

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

**9. NON-APPROPRIATION**

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

**10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

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

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

**11. COUNTY PURCHASE ORDER REQUIREMENT**

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

**12. WARRANTY**

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

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

**13. 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.

**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 County shall be deducted from the Contractor's final payment.

**15. CLEANING UP**

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

**16. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS**

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

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

**17. OSHA REQUIREMENTS**

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

**18. HAZARDOUS MATERIALS**

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

**19. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL**

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed original Owner's Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste

was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

## **20. 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.

## **21. FAILURE TO DELIVER**

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if

public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

**22. 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.

**23. PROJECT STAFF**

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

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

#### **29. 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.

**30. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

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

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

### **39. 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.

### **40. 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)

### **41. 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.

**42. 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.

**43. AMENDMENTS**

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

**44. 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.

**45. 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.

**46. 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.

**47. ARBITRATION**

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

**48. 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.

**49. 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.

**50. 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.

**51. 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.

**52. 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.

**53. 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.

**54. 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.

**55. 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.

**56. 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:**

Reid Zaritsky  
Capital Auto and Truck Auction, Inc.  
1905 Brentwood Rd. NE  
Washington, DC 20018

**TO THE COUNTY:**

Cristian Matthew Davila, Project Officer  
DES-Auto Equipment  
2701 S Taylor  
Arlington, VA 22206

AND

Sharon T. Lewis, Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**57. 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.

**58. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**59. 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.

**60. ADA COMPLIANCE**

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor’s responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor’s programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor’s programs, services and activities. For example, individuals’ service animals must be allowed in the Contractor’s offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

**61. 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.

**62. 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

CAPITAL AUTO AND TRUCK AUCTION, INC.

AUTHORIZED  
SIGNATURE: Tomeka Price

AUTHORIZED  
SIGNATURE: Reid Zanitsky

NAME TOMEKA PRICE  
TITLE: PROCUREMENT OFFICER

NAME Reid Zanitsky  
TITLE: Vice President

DATE: January 14, 2020

DATE: 1/14/20

## SCOPE OF SERVICES

The Contractor shall provide services while conducting several public auctions. The Contractor shall be responsible for, but not limited to, the following duties:

Provide all labor, materials, facilities and transportation necessary for providing auctioneer services for the County. The County reserves the right to approve all storage facilities sites.

Provide all personnel, equipment and supplies necessary to conduct and complete an auction sale, including all costs incurred for the following:

Preparations. Cost of advertising is to be included in the proposed percentage of the auction gross sales receipts. The County will not reimburse the Contractor for advertising cost. The Contractor shall prepare and place advertisements announcing the auction sale on the vendor's website or other website as deemed appropriate by the contractor. The cost of all advertisements shall be borne by the Contractor.

For vehicles identified by the Arlington County Police Department as abandoned, the Contractor shall provide the Police Department with information about the date and place of the sale. This information must be provided within at least twenty (20) days in advance of such sale.

Provide clerks and clerking system for record keeping purposes. For accounting purposes, surplus property vehicle and large equipment revenues must be separate from revenues of miscellaneous surplus property and must be reported separately.

Register all interested bidders attending an auction and issue a bidder number to each participant. No bids are to be accepted without a valid bidder number. The Contractor will be responsible for managing and maintaining a list of registered bidders and provide to the County upon request.

### Tagging of Surplus Items

Documentation: Prepare an accurate and complete summary report of each sale. The report should include an itemized account of the sale, including a description of the items, number of the bidders to whom the items were sold, amount of the sale, amount of the bidder's premium, credit card fee, and any tax collected. The Contractor shall also be responsible for a total summary of the auction sale and a list of all bidders (including name, address, email address and telephone numbers) provided at the auction. Applicable tax collected and reported shall be for all surplus property (excluding vehicles).

Audit Requirements: Provide safe keeping of all credit receipts, cash and checks received as payment for purchases made until such time as when all monies may be provided to the County.

The Contractor shall pick up surplus property items from various County locations, hold and secure the property at the Contractor's facility, conduct a public auction of the property, and provide proceeds to Arlington County. The Contractor shall not refuse to pick up any items if such items are specified in the "Report of Surplus or Obsolete Property Form" (Attachment A)

Surplus property is classified into the following categories:

- Category A. Automotive: Includes but is not limited to: cars, trucks, buses, motorcycles, and construction equipment. Most of the items will be in operable condition, no junk equipment. Automotive parts and accessories are also included in this category.
- Category B. Surplus Equipment: Includes but is not limited to: computers, copiers, office furniture, sinks, mixers, dishwashers, tables, saws, bicycles, gym equipment, televisions, and other miscellaneous items.

**Responsibilities of the Contractor**

- a. Upon notification by the County, the Contractor shall inspect and remove items to the sale location within the timeframe per the Categories below.
- Category A items (Automotive) shall be removed within seven (7) working days after notification from the County.
  - Category B items (surplus equipment) will be removed within two (2) weeks after notification.

The Contractor shall give advance written notice by email, if they are unable to remove items within the required timeframe listed above. The Contractor and/or their designee shall sign the title documents for Category A items certifying they are the correct designee to pick up these items.

- b. The quantity of Category B items scheduled for removal will vary in capacity. The Contractor and/or their designee shall sign the bottom section of the “Report of Surplus or Obsolete Property” form (Attachment A) for Category B items certifying they are the correct items for the designee to pick up.

Items shall be listed for sale within forty-five (45) days after pickup has been made. The County shall be notified in writing in advance of items being exempt from the next scheduled sale.

- c. The Contractor shall be responsible for any damage to County property when in the Contractor’s possession and restore any damaged property to the condition such items were in when picked up by the Contractor. For items damaged beyond repair, the Contractor shall pay the County a sum equivalent to no less than the average of the two previous sales of like items sold by the County within the past year. Upon receipt of such payment, the County will transfer ownership, such as a vehicle title, to the Contractor.
- d. The Contractor shall provide Arlington County with a monthly report listing each item sold. The report shall identify the date sold, bidder’s number, and the amount of sale. Category A items will have the County’s 4-digit equipment number on the report indicating which equipment was sold. Bidders of this agreement must provide a sample report attached to their bid.
- e. The Contractor shall collect a revenue for each item, including Category A items, sold including sales tax, if applicable. The Contractor shall submit all revenue, except sales tax (if any), and commission, to the County Purchasing Agent no later than ten (10) working days after the public auction sale. Checks provided to the County for sale of any items shall be made payable to the Treasurer of Arlington County.

- f. The Contractor shall pay any collected sales tax to the Commonwealth of Virginia and any other or associated tax division as required.
- g. Before the Contract effective date, the Contractor shall submit in writing to the County Purchasing Agent the list of names or individuals authorized to pick up surplus property. The Contractor shall update the list and provide a revised copy to the Purchasing Agent whenever a new person is authorized.

**Responsibilities of the County**

- a. The County will notify the Contractor when item(s) are available for pickup.
- b. The County will provide any necessary keys to the Contractor at the time of pickup.
- c. For Category A items, the County will provide titles and mileage forms as necessary. All paperwork will be provided no later than one (1) day before the sale date.

**Withdrawal of Individual Items**

Arlington County reserves the right to withdraw any item from the sale list prior to the actual auction. Arlington County reserves the right to specify a minimum acceptable bid for any item.

**Frequency of Auction Sales Per Year**

- a. Category A – Public auction sales shall be held monthly.
- b. Category B – Public auction sales shall be held monthly or every two months, depending on amount of surplus designated for sale.

**Auction Audits**

The Contractor shall maintain adequate records in such a manner that they may be audited in progress and upon completion of the auction. A simple ledger sheet showing disbursement by line item is preferred. Arlington County will audit all receipts for pickup against auctioneer catalogue.

**EXHIBIT A**  
**REPORT OF SURPLUS OR OBSOLETE PROPERTY**

Complete form in duplicate. Send one copy to Purchasing for disposal instructions. Retain second copy for your files. **Use one form for each item.**

THE FOLLOWING COUNTY PROPERTY IS SURPLUS TO THE NEEDS OF:

AGENCY NAME: \_\_\_\_\_

ITEM: \_\_\_\_\_ QUANTITY: \_\_\_\_\_

DESCRIBE: (Capacity, Size, Features): \_\_\_\_\_

MFR/MODEL: \_\_\_\_\_ AGE: \_\_\_\_\_ YRS ORIG. COST:\$ \_\_\_\_\_

CONDITION: NEW: \_\_\_\_ GOOD: \_\_\_\_ FAIR: \_\_\_\_ POOR: \_\_\_\_ JUNK: \_\_\_\_\_

REMARKS: \_\_\_\_\_

ITEM IS LOCATED AT: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

AUTHORIZED BY HEAD OF AGENCY (SIGNATURE): \_\_\_\_\_

DATE AUTHORIZED: \_\_\_\_\_

**PURCHASING OFFICE DISPOSITION INSTRUCTIONS**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

FROM: \_\_\_\_\_

SURPLUS ITEMS ABOVE WILL BE DISPOSED OF BY:

TRANSFER: \_\_\_\_ SALE: \_\_\_\_ AUCTION: \_\_\_\_ TRASH: \_\_\_\_\_ OTHER: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

**RECEIPT FOR SURPLUS PROPERTY**

ABOVE PROPERTY RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPARTMENT/DIVISION/SECTION: \_\_\_\_\_

**PROPERTY RECORD**

CREDIT ACCOUNT: \_\_\_\_\_ CHARGE ACCOUNT: \_\_\_\_\_

POSTED TO PROPERTY RECORD BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 20-142-ITB

BID FORM

**SUBMIT ONE FULLY-COMPLETED AND SIGNED BID FORM HARD COPY AND ONE COMPLETE BID FORM ON A USB TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA 22201 (THE BID FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE USB SHALL BE A MIRROR COPY OF THE FULLY-COMPLETED AND SIGNED BID FORM).**

BIDS WILL BE OPENED AT 2:00 P.M., ON JANUARY 2, 2020

FOR PROVIDING AUCTIONEER SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

Category A Items: 0 % Commission from Gross Sale Price

Category B Items: 5 % Commission from Gross Sale Price

**GRAND TOTAL:** 5 % Commission from Gross Sale Price  
(of Category A and Category B)

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

**SUBMITTED BY:**  
(legal name of entity)

Capital Auto & Truck Auction Inc

**AUTHORIZED SIGNATURE:**

Reid Zaritsky

**PRINT NAME AND TITLE:**

Reid Zaritsky VP

**ADDRESS:**

1905 Brentwood Rd NE

**CITY/STATE/ZIP:**

Washington DC 20018

**TELEPHONE NO.:**

(202) 269-3361

**E-MAIL**

**ADDRESS:**

Reid@capitalAutoAuction.com

**THIS ENTITY IS INCORPORATED IN:**

Washington DC

**THIS ENTITY IS A:**  
(check the applicable option)

CORPORATION q

LIMITED PARTNERSHIP q

GENERAL PARTNERSHIP q

UNINCORPORATED ASSOCIATION q

LIMITED LIABILITY COMPANY q

SOLE PROPRIETORSHIP q

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

YES q NO q

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC:

F1985128

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

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

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?

YES q NO q

BIDDER STATUS: MINORITY OWNED: q WOMAN OWNED: q NEITHER: q

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING: THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE COMMONWEALTH OF VIRGINIA'S eVA WEBSITE AT: HTTP://WWW.EVA.VIRGINIA.GOV. POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: 12/31/19 INITIAL: P-2
ADDENDUM NO. 2 DATE: INITIAL:
ADDENDUM NO. 3 DATE: INITIAL:

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

[ ] Yes, the bid that I have submitted does contain trade secrets and/or proprietary information.

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

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

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

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

**CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES**

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

NAME: Reid Zanitsky  
ADDRESS: 1905 Brentwood Rd NE  
Washington DC 20018  
E-MAIL: Reid@CapitalAutoAuction.com

BIDDER NAME: Reid Zanitsky Capital Auto Auction



REFERENCES

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

REFERENCE 1: Contact Name: Albert Smith  
Organization: Federal Bureau of Investigation  
Phone Number: Classified please request  
E-mail Address: Classified please request  
Contract/Project Name: Surplus Auctioneer Services  
Contract/Project Dates (from-to): 3/4/2004 - present  
Contract/Project Description: Sale of surplus vehicles

REFERENCE 2: Contact Name: Kristie Frame  
Organization: Fairfax County  
Phone Number: (703) 278-7023  
E-mail Address: kristie.frame@fairfaxcounty.gov  
Contract/Project Name: Auctioneer Service S #440000613  
Contract/Project Dates (from-to): 3/1/16 - present  
Contract/Project Description: Sale of surplus vehicles

REFERENCE 3: Contact Name: WAMTA (metro)  
Organization: Tyrone Hunter  
Phone Number: 202 962-5505  
E-mail Address: Reid@capitalAutoAuction, thunter@wmata.com  
Contract/Project Name: Sale of surplus vehicles  
Contract/Project Dates (from-to): 2009 - present  
Contract/Project Description: Sale of surplus vehicles

BIDDER NAME: Reid Zaritsky Capital Auto Auction.

**INSURANCE CHECKLIST**

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

**COVERAGES REQUIRED**

**COVERAGE MINIMUM(S)**

- 1. Workers' Compensation ..... Statutory limits of Virginia
- 2. Employer's Liability ..... \$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
- 3. Commercial General Liability ..... \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- 4. Premises/Operations ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 5. Automobile Liability ..... \$1 Million BI/PD each accident, Uninsured Motorist
- 6. Owned/Hired/Non-Owned Vehicles ..... \$1 Million BI/PD each accident, Uninsured Motorist
- 7. Independent Contractors ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 8. Products Liability ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 9. Completed Operations ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 10. Contractual Liability (Must be shown on Certificate) ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 11. Personal and Advertising Injury Liability ..... \$1 Million each offense, \$1 Million annual aggregate
- 12. Umbrella Liability ..... \$1 Million Bodily Injury, Property Damage and Personal Injury
- 13. 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 Virginia 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
- 17. Motor Cargo Insurance
- 18. Garage Liability ..... \$1 Million Bodily Injury, Property Damage per occurrence
- 19. 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, including any amendments
- 24. XCU Coverage ..... Endorsement to CGL
- 25. USL&H ..... Federal Statutory Limits
- 26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- 28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- 29. Certificate of Insurance shall show Bid Number and Bid Title.
- 30. OTHER INSURANCE REQUIRED: \_\_\_\_\_

**INSURANCE AGENT'S STATEMENT:**

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

AGENCY NAME: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_

**OFFEROR'S STATEMENT:**

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

BIDDER NAME: Reid Zanitsky CAA

AUTH. SIGNATURE: *Reid Zanitsky*

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT**

**INVITATION TO BID NO. 20-142-ITB**

**ADDENDUM NO. 1**

Arlington County Invitation to Bid No. 20-142-ITB for Auctioneer Services is amended as follows:

The following clarifications are made as a result of vendor inquiries:

1. Will the County consider an online only auction solution?

Answer: No.

2. If our business model does not support assets listed in Category B, can we opt out of those types of assets in our response?

Answer: Yes, Arlington County reserves the right to make the award to multiple bidders by categories. See Section 21. Method of Award.

3. Will the County consider an alternative solution to the Scope of Services and/or exceptions to some listed requirements in the Scope of Services? If we have exceptions or alternative solutions to the Scope of Work, will they be considered by the County or deemed non-responsive

Answer: Refer to Section 12. Exceptions and Nonconforming Terms and Conditions and Section 18. Alternate Bid.

4. How is the County currently disposing of assets?

Answer: The County currently disposes assets via the current contract.

5. Who is the current vendor?

Answer: Capital Auto Auction.

6. What is the anticipated monthly / annual volume of vehicles and equipment under this project?

Answer: The Volume of equipment and vehicles varies per month.

7. Is there a current backlog volume to auction before regular volume levels begin?

Answer: No.

8. What was the number of vehicles and equipment and auction GMV generated in 2018?

Answer: 106 units sold in the County's 2018 Fiscal Year, 7/1/17-6/30/18.

9. What was the number of vehicles and equipment and auction GMV generated in 2017?

Answer: 100 units sold in the County's 2017 Fiscal Year, 7/1/16-6/30/17.

10. What was the number of vehicles and equipment and auction GMV generated in 2016?

Answer: 105 units sold in the County's 2016 Fiscal Year, 7/1/15-6/30/16.

11. Are all vehicle and equipment assets available with a clean title? Or, are some of them to be sold as salvage?

Answer: All of the County's vehicles that require a title will have a title.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Tomoka Price, VCA  
Procurement Officer  
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**RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:**

**BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER 1.**

FIRM NAME: Capital Auto Auction

AUTHORIZED SIGNATURE: Deid Zithunus DATE: 12/31/19