NOTICE OF AWARD OF CONTRACT

TO: REDMAN FLEET SERVICES, INC.
7300 TELEGRAPH SQUARE DRIVE
LORTON, VA 22079

DATE ISSUED: APRIL 14, 2011
CURRENT REFERENCE NO.: 124-11
CONTRACT TITLE: LIGHT TOWING
PRIOR REFERENCE NO.: 58-10

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

Your firm is awarded the above referenced contract in accordance with the response submitted by you on February 4, 2010. The contract term covered by this Notice of Award is effective April 15, 2011 and expires on April 14, 2012.

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

The contract documents consist of the terms and conditions of Agreement No. 58-10, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO AGREEMENT NO. 58-10
2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON CPI-U AUGUST

ATTACHMENTS:
AGREEMENT NO. 58-10

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: JON REDMAN
VENDOR TEL. 703-928-5899
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. 703-372-5902
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1086443

EMAIL ADDRESS: redmanfleet@aol.com

COUNTY CONTACT: SGT DAVID GREEN
COUNTY TEL. 703-228-4254

CONTRACT AUTHORIZATION

Pamela Hayes
Assistant Purchasing Agent

DATE

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
AGENCY: 1
THIS AGREEMENT ("Agreement") is made, on the date of execution by the County Board of Arlington County, Virginia ("County"), by and between the County and Redman Fleet Services, Inc., 7300 Telegraph Square Drive, Lorton, Virginia 22079 ("Contractor"), a Virginia Corporation, authorized to do business in the Commonwealth of Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The contract documents consist of this Agreement, Exhibit A (Unit price bid of the Contractor), and Exhibit B (Arlington County Invitation to Bid No. 58-10 ("Contract Documents").

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK
The Contractor will furnish all labor, materials, and equipment for the provision of towing services and all other work shown, described and required in the Contract Documents (alternatively, the "Work"). The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at solely the Contractor's cost, to provide sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Arlington County Police Chief or his designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Agreement.

CONTRACT TERM
Work under this Agreement shall commence on upon the execution of this agreement by the County and shall continue for thirty-six (36) months ("Initial Contract Term"), subject to any modifications made as provided for
in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor for not more than two (2) additional twelve (12) month periods. Each period will be referred to as "Subsequent Contract Term".

CONTRACT PAYMENTS
The County will pay the Contractor according to the unit prices shown in Exhibit A for the Contractor's completion of the Work described and required in the Contract Documents for the Initial Contract Term or Subsequent Contract Term, if applicable, subject to the terms and conditions of this Agreement and provided the Work is performed to the satisfaction of and is accepted by the Project Officer.

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract unit price(s) shall remain firm for the Initial Contract Term. The Contract unit price(s) for each Subsequent Contract Term, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in August of each year of the Contract.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the Initial Contract Term or the end of a Subsequent Contract Term, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) that change as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the Subsequent Contract Term(s).

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code.

ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the work within the general scope of the Work, consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) calendar days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within
the scope of the Contract as written, the Contractor will be ordered to continue work.

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

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

LIQUIDATED DAMAGES
It is important to the County that Contract work be performed in accordance with the contract requirements. If performance of the Contractor under this Contract is determined by the County to be unsatisfactory or unacceptable, the County may assess liquidated damages. The County and the Contractor agree that damages for failure to perform in strict accordance with all Contract requirements are not susceptible to exact determination, but have identified specific requirements, as identified in the "Performance Standards and Associated Liquidated Damages" chart in paragraph 26 of the Specifications included in Exhibit B, that are considered to be essential, and have agreed upon the amount of actual loss that the County would suffer from failure of the Contractor to achieve the required level of performance for each such requirement. Therefore, the Contractor will pay the County on demand for each occurrence, as identified in paragraph 26, that the County determines that work has not been performed in accordance with the performance standards, as damages and not as a penalty. The County shall be entitled to offset liquidated damages against any sums owed by the County to the Contractor under this Contract.
TERMINATION FOR CAUSE

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required or otherwise defaults, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure within the fifteen (15) days period specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract.

In the event the County terminates the Contract for default of any Contract term or condition, the termination will be immediate, unless the County in its discretion provides for an opportunity to cure, and the Contractor will not be entitled to termination costs.

Upon any termination for cause, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor.

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

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

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

**COUNTY EMPLOYEES**
No employee of Arlington County, Virginia, shall be admitted to any share or part of this Contract or to any benefit that may arise there from which is not available to the general public.

**REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

**NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.

**EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state or federal law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with § 2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.
COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk. Please direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, 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 offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase 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.

LIABILITY

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.
AUTHORITY TO TRANSACT BUSINESS
The Contractor affirms that it is authorized to transact business in the Commonwealth of Virginia. This same requirement shall apply to all firms, regardless of the legal form of the entity. The proper legal name of the firm or entity must be entered in the space at the beginning of this Agreement and must also be the entity’s legal name provided on the Bid Form or Proposal Form. The County may require the Contractor to provide documentation (preferably from a governmental entity) prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in the Commonwealth of Virginia. Failure by a firm to provide such documentation shall be grounds for cancellation of the award.

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

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

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

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

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by
reference, and available upon request from the Office of the Purchasing Agent.

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

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the Work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

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

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

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

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) 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 b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts 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 the above provisions 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.

AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF
The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

WORK SITE DAMAGES
Any damage to property, whether owned by the County or others, resulting from work performed under this Contract shall be repaired or replaced to the County's satisfaction at the Contractor's expense.
REPORT STANDARDS

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

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

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration requirements, both Federal and those of the Commonwealth of Virginia, and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

SAFETY

The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, Virginia 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 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.

INSURANCE AND PERFORMANCE BOND
The Contractor will provide evidence of insurance coverage described and required in Exhibit B before the start of work under this Agreement. The Contractor must submit Performance Bond in the amount of $20,000.00 before commencing work under this Agreement. The bonds shall be corporate surety bonds issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. The Performance Bond will be conditioned upon the faithful performance of all of the work shown, described and required in the Contract Documents.

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

AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

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

INSURANCE REQUIREMENTS
The Contractor must have reviewed this section carefully with the Contractor's insurance agent or broker prior to submitting a bid or proposal. The Insurance Checklist (part of the Bid Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the completed signed Agreement covering the Work which is entered into between the County and the Contractor.

1. General

1.1 The Contractor shall not start work under this Contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the County, nor shall the Contractor allow
any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the County Purchasing Agent of an original, signed certificate of insurance or, alternately, at the County's request, certified copies of the required insurance policies.

1.2 The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.

1.3 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

1.4 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 Arlington County, its officers, elected and appointed officials, and employees, are to be named as additional insured under all coverage except Workers' Compensation, Professional Liability, and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the County, its elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract:

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

1.6 The Contractor shall provide insurance as specified in the Insurance Checklist found in the Bid Form.
1.7 The Contractor covenants to save, defend, hold harmless, and indemnify the County and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its Work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

This indemnification shall continue in full force and effect until the Contractor completes all of the Work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the Work by the County for which the County gives notice to the Contractor after the County's final acceptance of the Work.

1.8 The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the Work, until final acceptance of the Work by the County.

1.9 Insurance coverage required by the Contract documents shall be in force throughout the Contract Term and any Subsequent Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term or any Subsequent Contract Term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

1.10 Contractual and other liability insurance provided pursuant to this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
1.11 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of those directly employed by it.

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

1.13 If the Contractor does not meet the insurance requirements of the Contract Documents, alternate insurance coverage, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverage, the specified coverage will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

1.14 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described in 1.13 above.

1.15 The County may consider deductible amounts as part of its review of the financial stability of the Contractor. All deductibles shall be assumed by the Contractor.

2. **Contractor's Insurance - Occurrence Basis**

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

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
1. General aggregate limit is to apply per project;
2. Premises/Operations;
3. Actions of Independent Contractors;
4. Products/Completed Operations to be maintained for two (2) years after completion of the Work;
5. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this Contract;
6. Personal injury liability including, but not limited to, coverage for offenses related to employment and copyright infringement; and
7. Explosion, collapse or underground/XCU hazards.

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

2.1.3 Workers’ compensation - statutory benefits as required by Virginia law or the federal Longshore and Harbor Workers’ Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage or Employers’ Liability coverage.

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

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

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

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

i. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' Work under this Contract;

ii. Purchase an extended (minimum two (2) years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 4/1/4/10

REDMAN FLEET SERVICES, INC.

TAXPAYER ID: 54-1085443

AUTHORIZED SIGNATURE: [Signature]

NAME: JDW REDMAN
TITLE: RESIDENT
DATE: 4/1/4/10
Exhibit A
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 58-10

BID FORM
(Page 1 of 4)

SUBMIT TWO SIGNED BID FORMS (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER MAY BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 3:00 P.M. ON FEBRUARY 4TH, 2010 FOR

THE PROVISION OF LIGHT TOWING SERVICES FOR THE ARLINGTON COUNTY POLICE DEPARTMENT, ARLINGTON COUNTY OFFICE OF THE SHERIFF, ARLINGTON COUNTY FIRE DEPARTMENT, ARLINGTON COUNTY OFFICE OF THE TREASURER, VIRGINIA STATE POLICE, ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES (EQUIPMENT BUREAU), AND THE ARLINGTON PUBLIC SCHOOLS, FOR UP TO A FIVE-YEAR PERIOD

PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent; or

an electronic copy of the solicitation documents, including all amendments thereto, provided at the County's website (http://www.arlingtonva.us/purchasing) which is subject to an important disclaimer which must be acknowledged online before the documents may be downloaded.

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

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>1. Tow (paragraph 2.A. of the Specifications)</td>
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</tr>
<tr>
<td>a. Tow</td>
<td>$115.00</td>
</tr>
<tr>
<td>b. Mileage</td>
<td>$2.50</td>
</tr>
<tr>
<td>2. Vehicle Recovery (paragraph 2.B. of the Specifications)</td>
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</tr>
<tr>
<td>3. Storage Charge (paragraph 2.C. of the Specifications)</td>
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</tr>
<tr>
<td>a. Flat Rate</td>
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<tr>
<td>b. Hourly Rate</td>
<td>$100.00</td>
</tr>
<tr>
<td>c. Rate outside of Arlington County</td>
<td>$2.50</td>
</tr>
<tr>
<td>d. Subsequent Tow</td>
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</tr>
<tr>
<td>5. Administrative Fee (paragraph 2.H. of the Specifications)</td>
<td>$75.00</td>
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</table>
Exhibit B

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

INVITATION TO BID NUMBER 58-10

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, IN SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VA, 22201, UNTIL 3:00 P.M. ON THE 4TH DAY OF FEBRUARY 2010 FOR:

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

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

IMPORTANT: PLEASE NOTE THAT THE LOCATION FOR RECEIPT OF BIDS HAS RECENTLY CHANGED TO SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VA, 22201. DO NOT DELIVER BIDS TO THE OFFICE OF THE PURCHASING AGENT.

AN ADVANCE NONREFUNDABLE FEE OF $5.00 IS REQUIRED FOR EACH HARD COPY SET OF THE SOLICITATION DOCUMENTS.

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure.

Arlington County does not discriminate against faith-based organizations.

Arlington County, Virginia

Pamela Hayes
Assistant Purchasing Agent
phayes@arlingtonva.us

Spec
INSTRUCTIONS TO BIDDERS

ADDITIONAL INFORMATION
Technical and contractual questions relating to this solicitation shall be submitted in writing to the Office of the Purchasing Agent, Pamela Hayes, Assistant Purchasing Agent at phayes@arlingtonva.us.

NO QUESTIONS, EITHER TECHNICAL OR CONTRACTUAL, WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN SEVEN (7) CALENDAR DAYS OF THE DEADLINE FOR RECEIPT OF BIDS.

If any questions or responses require revisions to this solicitation as originally published, such revisions will be by formal amendment only. Bidders are cautioned that any written or oral representations made by any Arlington County representative or other person that appear to change materially any portion of this solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent. For determination as to whether an oral or written representation of any Arlington County representative or other person requires that an amendment be issued, contact the County Purchasing Office in writing at facsimile number (703) 228-3409.

BID FORM SUBMISSION
The Bid Form is provided in the solicitation. One fully-completed Bid Form with an original longhand signature, and a second copy, which may be a photocopy of the signed original (two sets total), shall be submitted in hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, VA, 22201, no later than the date and time specified in the Invitation To Bid. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. The envelope or package shall indicate the name of the bidder, the bid opening date and time, and the number of the Invitation To Bid (28-09). Bid Forms received in the Office of the Bid Clerk after the time and date specified in the Invitation To Bid will not be opened or considered. Facsimile transmission of bids will not be accepted.

FAILURE TO SUBMIT A BID WITH A FULLY-COMPLETED BID FORM, USING THE BID FORM PROVIDED IN THIS SOLICITATION, SHALL BE CONSIDERED JUST CAUSE FOR REJECTION OF THE BID. FAILURE TO SIGN THE BID FORM IN THE DESIGNATED SPACE, BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, WILL RESULT IN REJECTION OF THE BID. Modification of or additions to any portion of this solicitation may be cause for rejection of the bid; however, the County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, the County may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to the County by a bidder or a prospective bidder shall, upon receipt by the County, become the property of the County.

BIDDER CERTIFICATION
Submission of a signed Bid Form is certification that the bidder will accept any award made to it as a result of the submission.
EXCEPTIONS
Bidders taking exception to any part or section or term of this solicitation and any attachments or references hereto shall indicate such exceptions on the Bid Form. Failure to indicate any exception shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.

ALTERNATE INSURANCE COVERAGE
If the bidder does not meet the insurance requirements of this solicitation, alternate insurance coverage, satisfactory to the County, may be considered. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the specified coverage will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements herein will be prepared and distributed prior to the time and date set for receipt of bids.

COMPETITION INTENDED
It is the County's intent that this solicitation permits competition. It shall be the bidder's responsibility to advise the County if any language, requirements or specifications have the effect of restricting or limiting the purchase to a single source. Such notification must be received by the County Purchasing Agent not later than ten (10) days prior to the date and time set for bid opening. A review of such notifications will be made and the bidder notified of the results of the review.

DISCOUNTS
Payment discounts contingent on payment of invoices within a stipulated period of time will be accepted as a component of a bid, but will not be considered by the County when evaluating bid prices or when making an award.

EXPENSES INCURRED IN PREPARING BID
The County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

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

INCOMPLETE DOCUMENTS
Each bidder, is responsible for having determined the accuracy and completeness of the solicitation documents upon which it relied in making its
bid, and having notified the County Purchasing Agent immediately upon
discovery of an apparent inaccuracy, error in, or omission of any pages,
drawings, sections, or addenda whose omission from the documents was apparent
from a reference or page numbering in the solicitation documents.

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

If the Contractor proceeds with any activity that may be affected by an
inaccuracy, error in, or omission described above, of which it has not
notified the County Purchasing Agent, the Contractor hereby agrees to perform
any work described in such missing or incomplete documents at no additional
cost to the County.

QUALIFICATION OF BIDDERS
Each bidder may be required, before the award of Contract, to show to the
complete satisfaction of the Purchasing Agent that it has the necessary
facilities, ability, and financial resources to furnish the service or
material specified herein in a satisfactory manner. The bidder may also be
required to show past history and references which will enable the Purchasing
Agent to be satisfied as to the bidder's qualifications. Failure to qualify
according to the foregoing requirements will justify bid rejection by the
County.

ALTERNATE BID
Bidders who have other items they wish to offer in lieu of or in addition to
that required by this solicitation, shall submit a separate bid clearly
marked "ALTERNATE BID." Alternate bids will be automatically deemed non-
responsive and will not be considered for award. Such bids will, however, be
examined prior to awarding this solicitation and may result in either
cancellation of all bids to permit rewriting of the solicitation to include
the alternate item in a rebid or the alternate item may be considered for
future requirements.

DEBARMENT STATUS
By submitting a bid, the bidder certifies that it is not currently debarred
from submitting bids to Arlington County, Virginia or any political
subdivision or agency of the Commonwealth of Virginia, and is not an agent of
any person or entity that is currently debarred from submitting bids to
Arlington County, Virginia or any political subdivision or agency of the
Commonwealth of Virginia, or any other state or their political subdivisions.

NONCONFORMING TERMS AND CONDITIONS
If the bidder submits alternate terms and conditions with the bid that do not
conform to the terms and conditions in this solicitation, the bid is subject
to rejection as non-responsive. The County reserves the right to permit the
bidder to withdraw nonconforming terms and conditions from its bid prior to a
determination by the County of non-responsiveness as a result of the
submission of nonconforming terms and conditions.

INFORMALITIES
The County has the right to waive minor defects or variations from the exact
requirements of the solicitation in a bid which do not affect the price,
quality, quantity, or delivery schedule of the services being procured. If insufficient information is submitted for the County to properly evaluate the bid by a bidder the County has the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

ARLINGTON COUNTY BUSINESS LICENSES
The successful bidder must comply with the provisions of Chapter 11 ("licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Ste. 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

AUTHORITY TO TRANSACT BUSINESS
Any firm or entity submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia. THIS SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE LEGAL FORM OF THE ENTITY. The proper legal name of the firm or entity must be written in the space provided on the Bid Form and/or Proposal Form. The County may require a firm to provide documentation (preferably from a governmental entity) prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in the Commonwealth of Virginia. Failure of a bidder to provide such documentation shall be grounds for rejection of a bid or cancellation of an award.

BID WITHDRAWAL
No bid may be withdrawn after it is filed unless the bidder makes a request in writing to the County prior to the time set for the opening of bids or unless the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

WITHDRAWAL OF BID FROM CONSIDERATION
A bidder may withdraw its bid from consideration if the price bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of a bid are permitted after the time and date set for the bid opening. The bidder must give notice in writing to the County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the bid opening. A bid may also be withdrawn if the bidder makes its request in writing to the County Purchasing Agent prior to the time set for the opening of bids, or if the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.
REQUIREMENTS CONTRACT ACKNOWLEDGEMENT
Bidders acknowledge that the Contract that will be entered into as a result of this solicitation will be a Requirements Contract. The County will have no obligation to the Contractor if no items or services are required. Any quantities which are included in the solicitation are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this solicitation.

TRADE SECRETS OR PROPRIETARY INFORMATION
Trade secrets or proprietary information submitted by a Bidder or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the County Purchasing Resolution shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Bidder or Contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

INTEREST IN MORE THAN ONE BID AND COLLUSION
Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

EXECUTION OF AGREEMENT
Subsequent to the award and within fifteen (15) days after the Agreement forms are presented by the County to the Contractor for signature, the Contractor shall deliver to the County Purchasing Agent three copies of the executed Agreement. Within the same fifteen (15) day period, the Contractor shall deliver to the County Purchasing Agent executed performance and payment bonds, if such are required in the solicitation. The failure of the Contractor to execute the Agreement and to supply any required bonds, within the stipulated fifteen (15) day period, or within such extended period as the County Purchasing Agent may grant, shall constitute a default, and the County may award the Contract to the next highest ranked, responsive and responsible bidder or solicit new bids. The County may then charge against the Contractor the difference between the amount of the Contract award and the amount for which a Contract is subsequently executed, up to the total amount of the contractor's bid security.
METHOD OF AWARD
The County will make the award for this solicitation to a single bidder.

BEST VALUE CONTRACT
This solicitation is issued under the "Best Value" concept, as that phrase is defined in the Arlington County Purchasing Resolution. The award process will be as follows:

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

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

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

B. If the bidder has provided all mandatory documentation listed above, the bid will then be evaluated under the Best Value evaluation process. Under this process, in determining the highest ranked bidder the County may consider, in addition to price, any one or more of the following:

1. The ability, capacity, equipment, and skill of the bidder to perform the services to be required under the contract;
2. Whether the bidder can provide the services promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of service, level of performance, and degree of compliance of a bidder under previous contracts, if any;
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
6. The quantity and quality of the equipment necessary to perform the contract;
7. Whether the bidder is in arrears to Arlington County on a debt or contract, or is in default on surety, or whether the bidder's taxes or assessments are delinquent;
8. Criminal violations or sustained civil complaints against the bidder;
9. Exceptions to any of the terms and conditions in this solicitation.

Prior to awarding the contract, Arlington County will conduct an investigation of the highest ranked bidder and its employees. If the bidder or any employee proposed by the bidder to provide services under the contract awarded has a history of private and/or public towing contract violations or criminal violations, County may consider such history in its determination of the bidder's qualifications to perform work under the contract. Should the highest ranked bidder be disqualified for any reason the next highest ranked bidder will be considered for award. The County will continue investigations of the bidders in order of ranking until a qualified bidder is determined.

C. The investigation of bidders may consist of, but not be limited to, the following:

1. Requesting that the highest ranked bidder submit to the County a Virginia State Police Form SP-167 "Criminal History Record Requests" for all drivers, if requested by the County, within seventy-two (72) hours;
2. Inspection by the Arlington County Police Department, without advance notice to the bidders, of all equipment proposed to be used under the contract;
3. Checking references; and
4. Conducting a site visit to the bidder's storage facility/facilities.

SURETY REQUIRED

A. Bid Surety: A fully completed and properly executed original Bid Bond, cashier's check, certified check, money order, or cash escrow in the amount of $20,000.00 made payable to the Treasurer of Arlington County shall accompany each bid. The Bid Surety of all bidders may be retained until after the award to the successful bidder is made. The Bid Surety of the successful bidder shall be retained until completion of the Contract or the posting of a Performance Bond, whichever occurs sooner. A bid submitted without a bid surety, or with a bid surety in an amount less than the required amount, shall be rejected.

B. Failure to Execute: The failure to accept an award and file acceptable Performance Bond within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the Bid Surety to the County as liquidated damages. Award may then be made to the next highest ranked, responsive and responsible bidder.

C. Performance Surety: A fully completed and properly executed original Performance Bond in the amount of $20,000.00 will be required of the successful bidder to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Performance Bond shall be renewable annually in the original amount for the duration of the Contract Term.
D. Alternate Surety: If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or saving and loan association's letter of credit on certain designated funds in the face amount required for the bid bond, payment bond or performance bond. Approval shall be granted only upon a determination by the County that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

**BID SUBMISSION REQUIREMENTS**

Bidders shall provide the following information with their bid:

A. One fully completed Bid Form, provided in this solicitation, with original longhand signature, and a second copy, which may be a photocopy of the signed original (two sets total).

B. Bid surety as required herein.

C. Proof of Virginia State Corporate Commission registration and verification of good standing.

D. List and number of vehicles by type to be used in service of this contract. Attach a copy of Virginia vehicle registration for each vehicle listed and proof of local jurisdictional property tax registration.

E. List of operators and drivers by name including driver's license number, TRAA certification and any other licenses and qualifications they have intended to be used in servicing the contract resulting from this solicitation.

F. Documentation of a minimum of two (2) years experience of Police contract towing in providing services of a similar nature and scope to those required in this solicitation.

G. Written documentation demonstrating a lease or proof of ownership or the right of, or the option to right of possession of property that is in compliance with the contract for the storage facility to be available at the time of bid documenting the availability of that space for the term of the contract contemplated by this solicitation.

H. The Bidder must identify the following items for each garage and storage facility to be used under the contract resulting from this solicitation:

1. Physical and mailing address;
2. Physical distance from Arlington County, in miles;
3. Name, address and telephone number of the facility's owner and lessor, if any;
4. Interior and exterior floor area in square feet;
5. Specific vehicle storage area by square feet;
6. Height and type of fence;
7. Signs identifying facility, firm's name and phone number;
8. Location of public telephone (must be within 20 yards of the storage facility); and

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I. The bidder shall provide the following information about its business operations:

1. A list of the types of credit cards accepted by the bidder;
2. A copy of the invoice, insurance and/or receipt forms used by the bidder, if any;
3. A description of how the bidder would provide value to Arlington County and its residents, visitors, and businesses; whether the bidder’s employees take their service vehicles home; and the respective percentages of the bidder’s business that are commercial and residential;
4. A list of additional equipment that the bidder anticipates using in its fulfillment of the contract, if its bid is successful;
5. A list of at least five (5) references from prior or current commercial towing customers, including at least one (1) local, state, or federal government, that demonstrate the bidder’s ability to provide the services that it will be required to provide if the successful bidder;
6. A list of employees intended to be assigned by the bidder to work on Arlington County property in fulfillment of the contract, if awarded to the bidder, including each employee’s full name and job title; and
7. A description of all training that the bidder provides to its employees, i.e., TRAA, HAZMAT, OSHA, etc.

AWARD
At the time of the bid opening a Bid Evaluation Form, enclosed in a sealed envelope, will be opened and made a public record. The Bid Evaluation Form will include criteria applicable to this solicitation and the resultant contract, weighted according to their value under this contract.

For each bid received, and for each criterion listed, County staff will assign a number of points reflecting, in their sole opinion, the degree by which the bid satisfies the criterion. The assigned number of points will then be multiplied by the weight assigned to that criterion. A sum of the resulting numbers will identify the bid which represents the best value under this solicitation.
SPECIFICATIONS

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.

AUTHORIZED USERS is 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.

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

2. 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:

A. 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:
   • Accident;
   • Owner’s Request;
   • Seizure;
   • Evidence;
   • Arrest;
   • Safekeeping;
   • 30-Day immobilization;
   • Recovered stolen auto;
   • Improperly registered vehicle;
   • Parking violations;
   • Defective equipment determined by Officer to cause safety hazard;
   • Towing of vehicles to Contractor’s facility for storage;
   • Towing of vehicles to impound lot;
   • Towing of vehicle assisted by the Police within Arlington County to another location.

B. Vehicle Recovery. If a recovered vehicle needs to be towed from the location of the recovery, the contract tow rate, specified in section 2.A. 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 the following:
   • Recovery and removal of any vehicle that is in a non-upright position; and
   • Recovery and removal of a vehicle not located on a driving surface.

C. Storage Charge Bid.
   • First twenty-four (24) hours from the time the tow operator has towed the vehicle are free if the vehicle is picked up
within seventy-two (72) hours. If the vehicle is picked up after 72 hours all days of storage may be charged.

D. Special Services. Flat rates, including the following:
   • Disable vehicle alarm;
   • Flat tire change;
   • Jumpstart;
   • Lockouts;
   • Cleanup of accident debris (over 75 pounds).

E. Hourly Rate, for additional services, not covered above.
   • Relocation/moving of vehicle at the Police impound lot;
   • Relocation/moving of vehicles directed by Police.

F. Mileage charge for tows terminating outside of Arlington County.

G. Subsequent Tows: For tows of a vehicle after the initial tow to the Contractor's storage lot, 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.

H. 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.
   • Maximum of $75.00

3. **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.

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

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

Leased, hired, or subcontracted equipment proposed by a Bidder shall comply in all respects with the contract requirements. All agreements covering non-owned equipment shall be in writing and shall be presented on demand for inspection and approval by the County. The successful bidder will assume complete responsibility for compliance of non-owned equipment and its operators with the terms of the contract.
5. **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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of tows</td>
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<tr>
<td>Tows of County equipment</td>
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<tr>
<td>Average storage time charged per vehicle</td>
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<tr>
<td>Tows to storage facility</td>
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<tr>
<td>Tows to Police impound Lot</td>
<td>200 Per Year</td>
</tr>
<tr>
<td>Tows related to accidents</td>
<td>200 Per Year</td>
</tr>
<tr>
<td>Tows at owners’ requests</td>
<td>400 Per Year</td>
</tr>
</tbody>
</table>

6. **CHANGES**

A. 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.

B. 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.

7. **SCOPE OF SERVICES**

The Contractor shall provide towing and related services, as described below, at the request of any Authorized User. The rates included in the contract shall determine the financial charges for these services.

A. The Contractor shall furnish, at its expense, a direct tie-line telephone between the Contractor and the Arlington County Emergency Communication Center.

B. 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.

C. 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").

D. 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)

8. REQUESTS FOR SERVICE

A. 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.

B. 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.

C. 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.

D. 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).

E. 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).

F. The Contractor shall pick up or move any debris, trash and any other non-vehicular related items up to seventy-five (75) pounds total weight from an accident scene at no charge to the County. If additional time is required, or if the total weight of items exceeds 75 pounds, as determined by the scene commander, the hourly rate for special services (item 4 of the Bid Form) shall apply. All hourly rate charges under this section shall be to the nearest quarter hour increment.

G. All employees of the Contractor shall wear a uniform when responding to Police tows. Uniforms shall display the Contractor's business name.

9. RESPONSE

A. 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.

B. 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.

10. **EQUIPMENT SPECIFICATIONS AND CONDITION**

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

11. **LIGHT TOWING**
   A. The Contractor shall have at least ten (10) 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. Two (2) of the ten (10) 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 flat bed) to meet the number of trucks required for the contract.
   
   B. 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.
   
   C. 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:
      
      - Tow truck chassis for tow trucks shall have a minimum manufacturer’s capacity of 10,000 pounds GVWR;
      - A boom capacity and individual power winch pulling capacity not less than the manufacturer’s specifications;
      - One-hundred feet (100’) or more of 3/8 inch or larger cable;
      - Dual rear wheels;
      - Dollies, scotch blocks, and snatch block;
      - Wheel lift or under lift;
      - A wheel base sufficient to safely handle towed vehicles with thirty-three percent (33%) to forty percent (40%) of the front axle weight on the ground at all times;
      - All-weather tires on the rear wheels;
      - At least one (1) five (5) pound carbon dioxide (CO₂) fire extinguisher;
      - Lock-picking tools suitable for unlocking cars;
      - At least two (2) amber revolving 360-degree emergency lights, mounted on the highest part of the vehicle;
      - One (1) air tank, when not equipped with air brakes. Rollback trucks are exempt from this requirement;
      - One (1) heavy duty street broom and one (1) shovel;
      - Gas and oil-absorbent material; and
      - Each vehicle shall be equipped with its own mobile telephone or two-way radio that is capable of communications with the Contractor’s base station.

12. **STORAGE FACILITIES**
   A. 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.
   
   B. **THE CONTRACTOR SHALL OWN OR LEASE THE STORAGE FACILITY TO BE USED, AND MUST MEET ALL APPLICABLE REQUIREMENTS CONTAINED HEREIN.**
C. 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 ten (10) 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.

D. 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.

E. 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.

F. 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.
G. The Contractor, upon demand, shall grant the Police access to vehicles in any storage facility used under the contract.

H. All storage facilities shall comply with all applicable federal, Virginia, and local laws.

I. All vehicles will be stored at the Contractor’s facilities, except for the following:
   - Seizure: Police impound lot
   - Evidence: Police impound lot
   - Operational purposes: As directed
   - County vehicles: As directed

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

B. 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.

C. 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.

D. Upon request, the Contractor shall provide the Project Officer with a list of all employees involved in the performance of the contract.

E. 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.

14. CONTRACTOR’S EMPLOYEES
A. 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.

B. 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.

C. 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.

D. 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.

15. **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:

A. 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;

B. 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;

C. The vehicle is released from the Contractor’s storage facility and accepted by the owner.

D. The vehicle is otherwise disposed of according to the provisions of the Code of Virginia or a court order.

16. **STORAGE OR IMPOUNDMENT OF VEHICLES**

A. 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.

B. 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.

C. 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.
D. 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”).

E. 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.

F. 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.

17. CHARGES TO OWNER OR OPERATOR

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.
F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. The Contractor shall present to the owner or operator of a vehicle towed or stored under the terms of the contract an itemized bill containing the following:

1. Vehicle owner's name, address and telephone number;
2. Vehicle description including manufacturer, color, model, license tag information and VIN;
3. Date and time vehicle was towed, location from which the vehicle was towed and the reason for the tow;
4. Police Impound Number (if applicable);
5. Location, date and time the vehicle was released;
6. Itemized list of all charges applicable to the tow and storage;
7. Upon request, the Contractor shall provide each owner or operator of a towed vehicle a written copy of the contract unit price schedule, the Contractor's insurance carrier name, telephone number, and policy number, and information about how to file a complaint with the Arlington County Police.

M. 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.

N. 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**

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

18. **DISPOSITION OF UNCLAIMED VEHICLE(S)**

A. 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.

B. 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.

C. 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.

D. 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.
E. 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.

19. RELEASE OF VEHICLES
A. 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.

B. 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.

20. 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.

21. 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.

22. COMPLAINTS
A. 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.

B. 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.

C. 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.

23. ADMINISTRATIVE PROCEDURES
A. 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.

B. 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.

C. 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.

24. REPORTS AND RECORDS
A. 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.

B. 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.

25. 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:

A. All amber warning lights on equipment shall be maintained in good working order at all times;
B. All drivers shall wear a reflective safety vest when working;
C. The Contractor shall comply with zoning requirements of the jurisdiction in which the storage facility is located;
D. The Contractor shall comply with Federal Communications Commission regulations in their utilization of mobile radios;
E. 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.

26. UNSATISFACTORY PERFORMANCE BY THE CONTRACTOR

A. General - If service provided by the Contractor, as determined by the County, under the contract is determined to be unsatisfactory or unacceptable, the Contractor may either be assessed liquidated damages or the contract may be terminated for cause and the Performance Bond enforced.

B. 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.

C. 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**

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

27. **VEHICLES SEIZED BY THE SHERIFF**

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.
FOLLOWING THIS PAGE IS THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE CONTRACTOR. THE AGREEMENT IS PART OF THIS SOLICITATION. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR CONTRACTOR'S SIGNATURE, THUS MAY BE CHANGED.
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA  22201

AGREEMENT NO. 58-10

THIS AGREEMENT ("Agreement") is made, on the date of execution by the County Board of Arlington County, Virginia ("County"), by and between the County and ____________________ ("Contractor") a [insert name of state] [Corporation, Limited Liability Company, etc.] authorized to do business in the Commonwealth of Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The contract documents consist of this Agreement, Exhibit A (Unit price bid of the Contractor), and Exhibit B (Arlington County Invitation to Bid No. 58-10 ("Contract Documents")).

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK
The Contractor will furnish all labor, materials, and equipment for the provision of towing services and all other work shown, described and required in the Contract Documents (alternatively, the "Work"). The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at solely the Contractor's cost, to provide sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Arlington County Police Chief or his designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Agreement.

CONTRACT TERM
Work under this Agreement shall commence on upon the execution of this agreement by the County and shall continue for thirty-six (36) months ("Initial Contract Term"), subject to any modifications made as provided for.
in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor for not more than two (2) additional twelve (12) month periods. Each period will be referred to as "Subsequent Contract Term".

**CONTRACT PAYMENTS**
The County will pay the Contractor according to the unit prices shown in Exhibit A for the Contractor's completion of the Work described and required in the Contract Documents for the Initial Contract Term or Subsequent Contract Term, if applicable, subject to the terms and conditions of this Agreement and provided the Work is performed to the satisfaction of and is accepted by the Project Officer.

**CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**
The Contract unit price(s) shall remain firm for the Initial Contract Term. The Contract unit price(s) for each Subsequent Contract Term, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in August of each year of the Contract.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the Initial Contract Term or the end of a Subsequent Contract Term, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) that change as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the Subsequent Contract Term(s).

**ARLINGTON COUNTY BUSINESS LICENSES**
The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code.

**ADJUSTMENTS FOR CHANGE IN SCOPE**
The County may order changes in the work within the general scope of the Work, consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) calendar days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within
the scope of the Contract as written, the Contractor will be ordered to continue work.

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

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

LIQUIDATED DAMAGES
It is important to the County that Contract work be performed in accordance with the contract requirements. If performance of the Contractor under this Contract is determined by the County to be unsatisfactory or unacceptable, the County may assess liquidated damages. The County and the Contractor agree that damages for failure to perform in strict accordance with all Contract requirements are not susceptible to exact determination, but have identified specific requirements, as identified in the “Performance Standards and Associated Liquidated Damages” chart in paragraph 26 of the Specifications included in Exhibit B, that are considered to be essential, and have agreed upon the amount of actual loss that the County would suffer from failure of the Contractor to achieve the required level of performance for each such requirement. Therefore, the Contractor will pay the County on demand for each occurrence, as identified in paragraph 26, that the County determines that work has not been performed in accordance with the performance standards, as damages and not as a penalty. The County shall be entitled to offset liquidated damages against any sums owed by the County to the Contractor under this Contract.
TERMINATION FOR CAUSE

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required or otherwise defaults, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure within the fifteen (15) days period specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract.

In the event the County terminates the Contract for default of any Contract term or condition, the termination will be immediate, unless the County in its discretion provides for an opportunity to cure, and the Contractor will not be entitled to termination costs.

Upon any termination for cause, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor.

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

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

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

COUNTY EMPLOYEES
No employee of Arlington County, Virginia, shall be admitted to any share or part of this Contract or to any benefit that may arise there from which is not available to the general public.

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state or federal law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with § 2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.
COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk. Please direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, 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 offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase 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.

LIABILITY

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.
AUTHORITY TO TRANSACT BUSINESS
The Contractor affirms that it is authorized to transact business in the Commonwealth of Virginia. This same requirement shall apply to all firms, regardless of the legal form of the entity. The proper legal name of the firm or entity must be entered in the space at the beginning of this Agreement and must also be the entity's legal name provided on the Bid Form or Proposal Form. The County may require the Contractor to provide documentation (preferably from a governmental entity) prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in the Commonwealth of Virginia. Failure by a firm to provide such documentation shall be grounds for cancellation of the award.

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

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

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

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

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by
reference, and available upon request from the Office of the Purchasing Agent.

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

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the Work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

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

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

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

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) 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 b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts 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 the above provisions 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.

AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF
The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

WORK SITE DAMAGES
Any damage to property, whether owned by the County or others, resulting from work performed under this Contract shall be repaired or replaced to the County's satisfaction at the Contractor's expense.
REPORT STANDARDS

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

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

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration requirements, both Federal and those of the Commonwealth of Virginia, and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

SAFETY

The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, Virginia 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 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.

INSURANCE AND PERFORMANCE BOND

The Contractor will provide evidence of insurance coverage described and required in Exhibit B before the start of work under this Agreement. The Contractor must submit Performance Bond in the amount of $20,000.00 before commencing work under this Agreement. The bonds shall be corporate surety bonds issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. The Performance Bond will be conditioned upon the faithful performance of all of the work shown, described and required in the Contract Documents.

NONEXCLUSIVITY OF REMEDIES

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

AMENDMENTS

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

SEVERABILITY

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

INSURANCE REQUIREMENTS

The Contractor must have reviewed this section carefully with the Contractor's insurance agent or broker prior to submitting a bid or proposal. The Insurance Checklist (part of the Bid Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the completed signed Agreement covering the Work which is entered into between the County and the Contractor.

1. General

1.1 The Contractor shall not start work under this Contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the County; nor shall the Contractor allow
any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the County Purchasing Agent of an original, signed certificate of insurance or, alternately, at the County's request, certified copies of the required insurance policies.

1.2 The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.

1.3 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

1.4 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 Arlington County, its officers, elected and appointed officials, and employees, are to be named as additional insured under all coverage except Workers' Compensation, Professional Liability, and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the County, its elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract:

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

1.6 The Contractor shall provide insurance as specified in the Insurance Checklist found in the Bid Form.
1.7 The Contractor covenants to save, defend, hold harmless, and indemnify the County and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its Work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

This indemnification shall continue in full force and effect until the Contractor completes all of the Work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the Work by the County for which the County gives notice to the Contractor after the County's final acceptance of the Work.

1.8 The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the Work, until final acceptance of the Work by the County.

1.9 Insurance coverage required by the Contract documents shall be in force throughout the Contract Term and any Subsequent Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term or any Subsequent Contract Term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

1.10 Contractual and other liability insurance provided pursuant to this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
1.11 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of those directly employed by it.

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

1.13 If the Contractor does not meet the insurance requirements of the Contract Documents, alternate insurance coverage, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverage, the specified coverage will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

1.14 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described in 1.13 above.

1.15 The County may consider deductible amounts as part of its review of the financial stability of the Contractor. All deductibles shall be assumed by the Contractor.

2. Contractor's Insurance - Occurrence Basis

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

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
i. General aggregate limit is to apply per project;
ii. Premises/Operations;
iii. Actions of Independent Contractors;
iv. Products/Completed Operations to be maintained for two (2) years after completion of the Work;
v. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this Contract;
vi. Personal injury liability including, but not limited to, coverage for offenses related to employment and copyright infringement; and
vii. Explosion, collapse or underground/XCU hazards.

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

2.1.3 Workers' compensation - statutory benefits as required by Virginia law or the federal Longshore and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage or Employers' Liability coverage.

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

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

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

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

i. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' Work under this Contract;

ii. Purchase an extended (minimum two (2) years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: ____________________________

NAME: RICHARD D. WARREN, JR.

TITLE: PURCHASING AGENT

DATE: ________________

CONTRACTOR

TAXPAYER ID: ____________________________

AUTHORIZED SIGNATURE: ____________________________

NAME: ____________________________

TITLE: ____________________________

DATE: ____________________________
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 58-10

BID FORM
(Page 1 of 4)

SUBMIT TWO SIGNED BID FORMS (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER MAY BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 3:00 P.M. ON FEBRUARY 4TH, 2010 FOR

THE PROVISION OF LIGHT TOWING SERVICES FOR THE ARLINGTON COUNTY POLICE DEPARTMENT, ARLINGTON COUNTY OFFICE OF THE SHERIFF, ARLINGTON COUNTY FIRE DEPARTMENT, ARLINGTON COUNTY OFFICE OF THE TREASURER, VIRGINIA STATE POLICE, ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES (EQUIPMENT BUREAU), AND THE ARLINGTON PUBLIC SCHOOLS, FOR UP TO A FIVE-YEAR PERIOD

PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent; or an electronic copy of the solicitation documents, including all amendments thereto, provided at the County's website (http://www.arlingtonva.us/purchasing) which is subject to an important disclaimer which must be acknowledged online before the documents may be downloaded.

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

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<td>d. Subsequent Tow</td>
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<td>5. Administrative Fee (paragraph 2.H. of the Specifications)</td>
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TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-110 of the Arlington County Purchasing Resolution states that a bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

( ) Yes, the proposal I have submitted does contain trade secrets and/or proprietary information.

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

If you, the bidder, fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you the bidder will not have invoked the protection of Section 4-110 of the Purchasing Resolution. Accordingly, effective upon the award of a contract, the proposal will be open for public inspection consistent with applicable law.

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

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

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

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

NAME (PRINTED): ________________________ TEL. NO.: ________________________

E-MAIL ADDRESS: ________________________ TITLE: ________________________

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<td>TAX ID NUMBER (EIN/SSN):</td>
</tr>
</tbody>
</table>

| THIS FIRM IS A (INSERT NAME OF STATE): |
| ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, |
| ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, |
| SOLE PROPRIETORSHIP |

<table>
<thead>
<tr>
<th>IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BIDDER STATUS:</th>
<th>MINORITY OWNED:</th>
<th>WOMAN OWNED:</th>
<th>NEITHER:</th>
</tr>
</thead>
</table>

59-10
49
CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X"

COVERAGES REQUIRED

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMITS (FIGURES DENOTE MINIMUMS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>X 1. Workers' Compensation</td>
<td>Virginia statutory limits</td>
</tr>
<tr>
<td>X 2. Employer's Liability $100,000 accident, $100,000 disease, $500,000 disease policy limit</td>
<td></td>
</tr>
<tr>
<td>X 3. Commercial General Liability $2,000,000 CSL BI/PD each occurrence, $2,000,000 annual aggregate</td>
<td></td>
</tr>
<tr>
<td>X 4. Premises/Operations $500,000 CSL BI/PD each occurrence, $1 Million annual aggregate</td>
<td></td>
</tr>
<tr>
<td>X 5. Automobile Liability $1 Million BI/PD each accident, Uninsured Motorist</td>
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</tr>
<tr>
<td>X 6. Owned/Hired/Non-Owned Vehicles $1 Million BI/PD each accident, Uninsured Motorist</td>
<td></td>
</tr>
<tr>
<td>X 7. Independent Contractors $500,000 CSL BI/PD each occurrence, $1 Million annual aggregate</td>
<td></td>
</tr>
<tr>
<td>X 8. Products Liability $500,000 CSL BI/PD each occurrence, $1 Million annual aggregate</td>
<td></td>
</tr>
<tr>
<td>X 9. Completed Operations $500,000 CSL BI/PD each occurrence, $1 Million annual aggregate</td>
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<tr>
<td>X 10. Contractual Liability (Must be shown on Certificate) $500,000 CSL BI/PD each occurrence, $1 Million annual aggregate</td>
<td></td>
</tr>
<tr>
<td>X 11. Personal and Advertising Injury Liab. $1 Million ea. offense, $1 Million annual aggregate</td>
<td></td>
</tr>
<tr>
<td>X 12. Umbrella Liability $1 Million Bodily Injury, Property Damage and Personal Injury</td>
<td></td>
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<tr>
<td>X 13. Per Project Aggregate</td>
<td></td>
</tr>
<tr>
<td>X 14. Professional Liability</td>
<td></td>
</tr>
<tr>
<td>___ a. Architects and Engineers $1 Million per occurrence/claim</td>
<td></td>
</tr>
<tr>
<td>___ b. Asbestos Removal Liability $2 Million per occurrence/claim</td>
<td></td>
</tr>
<tr>
<td>___ c. Medical Malpractice $1 Million per occurrence/claim</td>
<td></td>
</tr>
<tr>
<td>___ d. Medical Professional Liab. $1 Million per occurrence/claim</td>
<td></td>
</tr>
<tr>
<td>X 15. Miscellaneous E&amp;O $1 Million per occurrence/claim</td>
<td></td>
</tr>
<tr>
<td>X 16. Motor Carrier Act End. (MCS-90) $1 Million BI/PD each accident, Uninsured Motorist</td>
<td></td>
</tr>
<tr>
<td>X 17. Motor Cargo Insurance $</td>
<td></td>
</tr>
<tr>
<td>X 18. Garage Liability $1 Million Bodily Injury, Property Damage per occurrence</td>
<td></td>
</tr>
<tr>
<td>X 19. Garagekeepers Liability $500,000 Comprehensive, $500,000 Collision</td>
<td></td>
</tr>
<tr>
<td>X 20. Inland Marine-Bailee's Insurance $</td>
<td></td>
</tr>
<tr>
<td>X 21. Moving and Rigging Floater $</td>
<td></td>
</tr>
<tr>
<td>X 22. Dishonesty Bond $</td>
<td></td>
</tr>
<tr>
<td>X 23. Builder's Risk $ Provide Coverage in the full amount of Contract</td>
<td></td>
</tr>
<tr>
<td>X 24. XCU Coverage $ Endorsement to CGL</td>
<td></td>
</tr>
<tr>
<td>X 25. USL&amp;H $ Federal Statutory Limits</td>
<td></td>
</tr>
<tr>
<td>X 26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent</td>
<td></td>
</tr>
<tr>
<td>X 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.</td>
<td></td>
</tr>
<tr>
<td>X 28. The County shall be an Additional Insured on all policies except W/C and Auto.</td>
<td></td>
</tr>
<tr>
<td>X 29. Certificate of Insurance shall show Bid Number and Bid Title.</td>
<td></td>
</tr>
</tbody>
</table>

INSURANCE AGENT'S STATEMENT:

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

AGENCY NAME: ____________________________ ADDRESS: ____________________________

AUTH. SIGNATURE: _________________________ TELEPHONE NO.: _________________________

BIDDER'S STATEMENT: If awarded the contract, I will comply with the contract's insurance requirements.

BIDDER NAME: ____________________________

AUTHORIZED SIGNATURE: ____________________

PRINTED NAME OF AUTHORIZED SIGNER: ____________________________

DATE OF SIGNATURE: _________________________