NOTICE OF AWARD OF CONTRACT

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

DATE ISSUED: JULY 9, 2012
CURRENT REFERENCE NO.: 90-11

CONTRACT TITLE: HEAVY TOWING
PRIOR REFERENCE NO: N/A

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. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JUNE 30, 2016.

The contract documents consist of the terms and conditions of Agreement No. 90-11, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
1) REFER TO AGREEMENT NO. 90-11 AND THE BID OF THE CONTRACTOR.
2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON CPI-U JANUARY

ATTACHMENTS:
AGREEMENT NO. 90-11

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: CHRISTOPHER ALLISON
COUNTY TEL.: 703-228-6462

CONTRACT AUTHORIZATION
ELIZABETH DOOLEY, CPP, CPPB
ASSISTANT PURCHASING AGENT
7/9/17

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
AGENCY: 1
ARLINGTON COUNTY, VIRGINIA

AGREEMENT NO. 90-11

AMENDMENT NUMBER 1

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Contract Number 90-11 ("Contract") and made between Redman Fleet Services, Inc., 7300 Telegraph Square Drive, Lorton, VA 22079 (Contractor), a Virginia Corporation authorized to do business in the Commonwealth of Virginia ("Contractor"), and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Contract Term under the Contract, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Contract as follows:

Paragraph No. 3. CONTRACT TERM shall be deleted in its entirety and replaced with the following:

3. CONTRACT TERM

Work under this Agreement will commence on the date of execution of this Agreement by the County and be completed no later than June 30, 2016 ("Contract Term"), subject to any written modifications as provided for in the Contract Documents.

Paragraph No. 5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U shall be deleted in its entirety and replaced with the following:

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U

The Contract Amount shall remain firm until June 30, 2012. Any proposed modifications to the Contract Amount for ensuing years shall be submitted by the Contractor to the Project Officer ninety (90) days prior to the anniversary date of the Agreement. Any price modifications shall be negotiated and approved by Arlington County in writing prior to new prices going into effect.

Increases in the Contract Amount 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 JANUARY of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) calendar day prior to the contract anniversary date, the County may terminate the Contract. The Contract price(s) changed 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 remaining Contract Term.

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90-11
Amendment No. 1
All other terms and conditions of the Contract shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]
PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 7/9/12

REEDMAN FLEET SERVICES, INC.

SIGNED BY: [Signature]
PRINT NAME: Jon Reedman
AND TITLE: President
DATE: 7/3/12
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 90-11

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. The County and the Contractor, for the consideration hereinafter specified,
agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Services), Exhibit
B (Unit Price Bid of the Contractor), and Exhibit C (Arlington County Invitation to Bid No.
90-11 ("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. The Contract Documents may be referred to herein below as the "Contract".

2. SCOPE OF WORK
The Contractor will furnish all labor, materials, and equipment for the provision of heavy
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 the Contractor's sole cost, to provide
the specific services set forth in the Contract Documents and sufficient services to fulfill
the purposes of the Work. Nothing in the Contract Documents shall be construed to limit
the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
Work under this Contract shall commence upon the execution of this Agreement by the
County and shall continue to June 30, 2012 ("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 a Notice of Award executed by the County, authorize
continued operations of the Contractor for not more than four (4) additional twelve (12)
month periods, from July 1, 2012 to June 30, 2016. Each period will be referred to as a
"Subsequent Contract Term". Notwithstanding anything herein to the contrary, the
contract amount for each Subsequent Contract Term, if any, shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington
County, Virginia, for the respective Subsequent Contract Term.

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4. **CONTRACT AMOUNT**

Unless otherwise provided in the Contract Documents, the Contractor shall provide the services covered in the Contract Documents for the amount stated in the Bid of the Contractor ("Contract Amount"). The Contractor agrees that the total payment for all tasks described under this Contract will not exceed the Contract Amount, regardless of the number of hours spent in the performance of the tasks, unless such amount is modified as provided in this Contract. The Contract Amount includes all of Contractor’s costs and fees (including profit).

5. **CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**

The Contract Amount/unit price shall remain firm for the Initial Contract Term. The Contract Amount/unit price 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 JANUARY of each year of the Contract.

If the Contractor and the County do not agree on a Subsequent Contract Term Contract Amount/unit price using the procedure set forth in this section by the thirtieth (30th) calendar day prior to the end of the Initial Contract Term or any Subsequent Contract Term, the County may terminate the Contract whether or not the County has previously elected to extend the term. The Contract Amount/unit price that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the next Subsequent Contract Term.

6. **PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer or Law Enforcement Liaison of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer or Law Enforcement Liaison.

7. **PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract.

8. **ADJUSTMENTS FOR CHANGE IN SCOPE**

The County may order changes in the Work within the general scope of the Work, consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor’s services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by the 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 Contract or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer or Law Enforcement Liaison after the change or event occurs, and within ten (10) calendar days thereafter must provide written notice to the Project Officer or Law Enforcement Liaison. The Contractor’s notice must provide 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.

9. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in the Contract Documents and encompassed by the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County purchase order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in the Contract unless otherwise agreed.

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

A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

B. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor 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.

11. NON-APOPROPRIATION
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 Board of Arlington County. In the event of non-appropriation of funds by the County Board of Arlington 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 specified in the County’s written notice.

12. 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 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 set forth in this Contract.

13. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of
the transaction, indicating that the ordering agency has sufficient funds available to pay
for the purchase. Such a Purchase Order is to be provided to the Contractor by the
Authorized User. 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. The Contractor shall direct questions regarding this requirement to
the Office of the Purchasing Agent at 703-228-3410.

14. 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 Contract 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 the sole responsibility of the Contractor.

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

16. 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 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 the Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

17. 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 this Contract for goods and/or services, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. 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 by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance, including marijuana, during the performance of the contract.

19. SAFETY
The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.
The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with 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 this Contract.

20. **WARRANTY**

The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

21. **UNSATISFACTORY WORK**

If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract.

22. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT: CURE**

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

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

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

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

Except as otherwise directed by the County, 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 that any termination for cause, default or breach shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

23. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other 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.

24. INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorney’s fees incurred and any settlements or payments made.

25. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including copyright, patent, mask rights and trademark) of third parties are infringed by or in any manner involved in or related to the services provided hereunder.

The Contractor further 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 Amount includes all royalties, licensing fees, or costs arising from the use of such design, device, or materials in any way involved with the Work.

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

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

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

27. OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS
This Contract confers no rights to the Contractor of ownership nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records, and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer, Law Enforcement Liaison or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of this Contract shall be referred to the Project Officer or Law Enforcement Liaison or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer or Law Enforcement Liaison, 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 goods and/or 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 Contract.

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

28. 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 Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer 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.

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

30. **FORCE MAJEURE**
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then-current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

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

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

32. **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. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

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

34. **REPORT STANDARDS**
Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer or Law Enforcement Liaison 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 and shall be submitted for advance
review and comment by the Project Officer or Law Enforcement Liaison. 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.

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

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

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

38. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

39. DISPUTE RESOLUTION
All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer or Law Enforcement Liaison for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer or Law Enforcement Liaison may be submitted to the County Manager in writing no later than 60 days after final payment in accordance with 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 Arlington County 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. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, Law Enforcement Liaison, County Manager, County Board, or a court.

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

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

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

43. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

44. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by 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.

45. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

46. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; AND WARRANTY.
47. HEADINGS
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

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

TO THE CONTRACTOR:

Redman Fleet Services, Inc
Mr. Jon Redman, President
7300 Telegraph Square Drive
Lorton VA 22079

TO THE COUNTY:

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

AND

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

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

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

51. 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.

52. HAZARDOUS MATERIALS
Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets required under the Standard for all hazardous materials supplied to
the County or used in the performance of the Work. Such Material Safety Data Sheets shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling that meets the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when Material Safety Data Sheets have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. The Contractor shall comply with all federal, state, and local laws governing toxic and hazardous materials.

53. 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 19 of the Scope of Work 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 19, 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.

54. INSURANCE AND PERFORMANCE BOND
The Contractor will provide evidence of insurance coverage described and required herein before the start of work under this Contract. The Contractor must submit a Performance Bond in the amount of $20,000.00 before commencing work under this Contract. 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.

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 Initial 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 Initial 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 Contractor's 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: 6/30/11

REDMAN FLEET SERVICES, INC.

AUTHORIZED SIGNATURE:

NAME: JON REDMAN
TITLE: President
DATE: 6/28/11
AGREEMENT NO. 90-11
EXHIBIT A

SCOPE OF SERVICES

1. GENERAL INFORMATION
The County Board of Arlington County, Virginia ("County"), sought, and Redman Fleet Services, Inc. ("Contractor") has agreed to provide, Heavy Towing Services as requested by Authorized Users for Arlington County Law Enforcement and as requested by the Arlington County Department of Environmental Services - Equipment Bureau for County-owned and Arlington County Public Schools-owned vehicles.

2. 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. The standard tow charge will include up to 20 miles, commencing at the pick-up point and terminating at the drop-off point.

3. AUTHORIZED USER
The term "Authorized User" is defined as an employee or agent of the Arlington County Fire Department, Arlington County Police Department, Arlington County Sheriff's Office, Arlington County Department of Environmental Services, Arlington Public Schools, Arlington County Treasurer's Office, and/or Virginia State Police.

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

5. RATES
Exhibit B (the Contractor's Unit Price Bid Form) sets forth the rates that the Contractor will charge during the Initial Contract Term. Rates for any Subsequent Contract Term will be set forth in a supplemental Exhibit B mutually agreed to by the County and the Contractor in writing in advance of the revised rates' effective date. Exhibit B includes the Contractor's rates for the following:

A. The rates for items 1-10 in the Bid Form shall include but are not limited to the items listed below as they apply to tows requested by Authorized Users for Arlington County Law Enforcement:

1. **Towing** up to 20 miles (includes on site clean-up of debris up to 75 pounds). This includes any means necessary to tow or remove a vehicle as a result of or for the purpose of:
   a. Accidents;
   b. Arrest;
   c. Defective equipment determined by Authorized User to cause safety hazard;
   d. Evidence;
   e. Owner's Request;
   f. Safekeeping;
   g. Seizure;
   h. Towing of vehicle assisted by any Authorized User within Arlington County to
another location;
   i. Transport/relocation/moving of vehicles directed by any Authorized User.

2. **Vehicle Recovery Time.** (Hourly Rate) Recovery includes the following:

   a. Returning a vehicle which is in a non-upright position to an upright position;

   b. Relocating a vehicle from a non-driving surface or condition to a driving
      surface or condition.

If the recovered vehicle is not towed from the location of the recovery, only the
vehicle recovery charge shall apply. The Contractor shall inform the Authorized
User of such charges in advance of the operation.

3. **Hourly Rate.** for additional services, not included in the standard tow charge or in
   vehicle recovery time covered above.

4. **Recovery fees for extensive or unusual operations** may be charged at a standard
   or reasonable rate. Use of specialty equipment and hourly recovery rates for
   extensive or unusual operators may be allowed under this contract, as approved
   by the Police Department. If there is a complaint, the Police Department will
   have final approval of all charges to determine applicability, necessity, and
   reasonableness of the charges and/or equipment and personnel used. The
   decision of the Police Department will be final.

5. **Mileage charge** for tows greater than 20 miles.

6. **Daily Storage Rate.**

   The Contractor may charge a drop fee not to exceed $125.00 after a vehicle is
   hooked-up (lifted, hocked, secured, or lowered) and the Authorized User decides not
   to complete the tow.

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

   a. Vehicle description, including manufacturer, color, and model;

   b. Date and time vehicle was towed, location and address from which the
      vehicle was towed, and the reason for the tow;

   c. Location, date and time the vehicle was released.

B. The rates for items 11-16 in the Bid Form shall include but are not limited to the items
listed below as they apply to tows requested by the Equipment Bureau for County
owned and Arlington County Public Schools owned vehicles:

1. **Towing** Up to twenty (20) miles including on site clean-up of debris up to 75
   pounds. This includes any means necessary to tow or remove a vehicle as a
   result of or for the purpose of:

   o Accidents;
2. **Vehicle Recovery Time** (Hourly Rate). Recovery includes the following:

- Returning a vehicle which is in a non-upright position to an upright position; and
- Relocating a vehicle from a non-driving surface or condition to a driving surface or condition.

If the recovered vehicle is not towed from the location of the recovery, only the vehicle recovery charge shall apply. The Contractor shall inform the Authorized User of such charges in advance of the operation.

3. **Hourly Rate**, for additional services, not included in the standard tow charge or in vehicle recovery time covered above.

4. **Mileage charge** for tows greater than 20 miles.

   The Contractor may charge a drop fee not to exceed $125.00 after a vehicle is hooked-up (lifted, hooked, secured, or lowered) and the Equipment Bureau decides not to complete the tow.

   The Contractor shall present to the Equipment Bureau an itemized bill for any vehicle towed under the terms of this contract containing the following:

   a. Vehicle unit number as called in by the Equipment Bureau;
   b. Vehicle description, including manufacturer, color, and model;
   c. Date and time vehicle was towed, location and address from which the vehicle was towed, and the reason for the tow;
   d. Location, date and time the vehicle was released.

6. **Changes in Ownership**

   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 Secured.

   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. **Project Officer/Law Enforcement Liaison**

   The County shall appoint a Project Officer for County owned vehicle towing to coordinate all administrative issues with the Contractor. The County’s Project Officer will be an employee of the Equipment Bureau of the Department of Environmen’tal Services...
who is chosen as such by the Bureau Chief of the Equipment Bureau. For the purposes of these specifications, a liaison from the Police Department will be assigned for administrative issues related to Law Enforcement Tows.

The County assumes no responsibility for any costs resulting from administrative errors made by Authorized Users, as determined by the County’s Project Officer or Law Enforcement Liaison.

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. 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.

C. In the event of an emergency as declared by federal, Virginia or County officials, the Contractor shall make available for the exclusive use of the County all tow trucks scheduled to be available for towing under the contract, to render services as requested by Authorized Users of Arlington County Law Enforcement. 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 services in a Declared Emergency (item 9 of the Bid Form).

D. 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 8 of the Bid Form) shall apply. Additionally, the Contractor shall be responsible for notifying the Authorized User in the event of Hazardous Materials spills or situations. All hourly rate charges under this section shall be to the nearest quarter hour increment.

9. **RESPONSE**

A. The appropriate equipment shall arrive at the location requested by the Authorized User within sixty (60) minutes of request. The response time begins upon receipt by the Contractor of notification of the need for the services.

B. If the Contractor or an employee thereof arrives at a location without having been requested, the Authorized User may direct the Contractor or its employee to leave. However, the County reserves the right to have its respective Authorized User to direct the Contractor or its employee(s) to provide services in such instances when immediate assistance is necessary to protect persons or property.

C. 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 County as described herein unless circumstances of a specific emergency warrant the use of unapproved equipment as prior approved by the County. 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 County 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 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. Leased, hired, or subcontracted equipment used by the Contractor in fulfillment of this contract 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 Contractor has complete responsibility for compliance of non-owned equipment and its operators with the terms of the contract.

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 an Authorized User, 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 Initial Contract Term or any Subsequent 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 County approval and inspection prior to being placed into contract service. The Contractor shall notify the Project Officer in writing 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:
   a. The Contractor may obtain additional equipment and provide service at the contract rate.
   b. 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. TOW TRUCKS
A. The Contractor is required to have a minimum of two (2) Heavy Tow Trucks and one (1) truck or trailer capable of handling off-road equipment, skid steers and/or rubber tire front loaders at the time it submits its bid and throughout the Initial Contract Term or any Subsequent Contract Term.

B. Tow trucks used for heavy towing shall comply with Heavy Truck Standards from the U.S. Department of Transportation for Class C tow trucks.

1. Tow truck chassis for available tow trucks shall have the capacity to pull class 3 medium to class 8 heavy duty vehicles as requested by Arlington.
2. A boom capacity and individual power winch pulling capacity not less than the manufacturer's specifications with the capacity to pull class 3 medium to class 8 heavy duty vehicles as requested by Arlington;
3. Two hundred and fifty feet (250') or more of manufacturer recommended cable, sized up to rated capacity and meeting the ranges of class 3 to class 8 heavy duty vehicles;
4. Wheel lift or under lift with the capabilities to tow class 3 medium duty to class 8 heavy duty vehicles;
5. A wheel base sufficient to safely handle towed vehicles with fifty percent (50%) of the front axle weight on the ground at all times;
6. At least one (1) five (5) pound carbon dioxide (CO₂) fire extinguisher, emergency flashers and equipment;
7. At least two (2) amber revolving 360-degree emergency lights, mounted on the highest part of the vehicle; additional emergency lights as required. All amber warning lights on equipment shall be in good working order at all times;
8. One (1) heavy duty street broom and one (1) shovel with the ability to clean spills with approved absorbent material;
9. Each vehicle shall be equipped with its own mobile telephione or two-way radio that is capable of communications with the Contractor's base station. The Contractor shall comply with Federal Communications Commission regulations in their utilization of mobile radios;
10. At least one (1) truck, trailer, Landoll or similar piece of equipment, capable of recovering and transporting off-road equipment, such as skid steers, front loaders and earth moving equipment equivalent in size to Caterpillar 950H.

12. INVESTIGATIONS

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 or Law Enforcement Liaison, 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 to fulfill the Contractor's contract obligations until replaced, repaired or otherwise corrected and inspected by the Project Officer or Law Enforcement Liaison.

C. For circumstances not deemed to pose an immediate danger to public safety, but in violation of the contract, the Contractor shall, upon inspection and receipt of written notice from the Project Officer or Law Enforcement Liaison, replace,
repair or otherwise correct any facilities and/or 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 Project Officer or Law Enforcement Liaison.

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

E. The Project Officer, Law Enforcement Liaison 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.

13. 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 2 rating, and have a license issued by the Virginia Board for Towing and Recovery Operators. Documentation of this certification and licensure shall be forwarded to the Project Officer on the Contractor's letterhead, containing the name of each truck operator and a copy of the certification provided by TRAA. An updated list shall be provided every six (6) months during the Initial Contract Term or any Subsequent Contract Term, or immediately if truck operators are added.

B. All TRAA training must be completed prior to an operator performing services pursuant to this contract. All training and certification is at the expense of the Contractor or individual operators.

C. The Contractor shall have at minimum a policy for annual mandatory drug testing 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 the employment of new employees, or within ten (10) days of the commencement of this contract for existing employees. The Contractor shall submit documentation of the training to the Project Officer in writing.

E. All employees of the Contractor shall wear a uniform when responding to request for tows. Uniforms shall display the Contractor's business name. All drivers and on-scene employees of the Contractor shall wear a reflective safety vest when working on a towing and/or recovery operation;

F. All employees of Contractor shall "check in" with Authorized User prior to dropping or unhooking disabled vehicle at the Equipment Bureau Property Yard.

14. RESPONSIBILITY FOR VEHICLES AND CONTENTS
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;
B. The vehicle is delivered to a location designated by the owner or operator of the
towed vehicle, provided such direction is not in conflict with the instruction of the
respective Authorized User; or

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

15. CHARGES TO OWNER OR OPERATOR

A. 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 AGAINST A VEHICLE OWNER OR OPERATOR, OR ANY
OTHER INDIVIDUAL OR FIRM, IN EXCESS OF THE CONTRACT RATE.

B. If the owner or operator of a vehicle directs that it be towed to another designated
location, 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). In such cases, the vehicle’s owner or operator and the Contractor
must agree on the method of payment.

C. The contract rate for towing shall apply for all tows initiated at the request of an
Authorized User. This shall include vehicles and not be limited to the following
scenarios:

   a. Towing of vehicle disabled on the road determined by an Authorized User
to be causing a traffic obstruction;
   b. Towing of vehicles determined by an Authorized User to cause a hazard;
   c. Other cases as determined by the requesting Authorized User;
   d. Towing of vehicle involved in minor or major vehicular accident(s); or
   e. Towing of vehicle on owner’s request assisted by an Authorized User.

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

   a. Vehicle owner’s and operator’s name(s), addresses and telephone
      numbers;
   b. Vehicle description, including manufacturer, color, model, license tag
      information and VIN;
   c. Date and time vehicle was towed, location and address from which the
      vehicle was towed, and the reason for the tow;
   d. Location, date and time the vehicle was released; and
   e. 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 County
Project Officer or Law Enforcement Liaison.
E. In all situations where the contractor is required to tow any vehicle, at Police direction, to a Police Facility for examination or investigation, no towing fee will be charged until the vehicle is released. However, upon completion of the examination or investigation, the vehicle will be released to the original Contractor. The contractor will charge the vehicle owner the fee for both tows, in accordance to the pricing schedule.

16. **COMPLAINTS**
A. Upon receipt of a complaint, the Project Officer or Law Enforcement Liaison 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 or Law Enforcement Liaison a written response to the allegations of the complaint. Failure of the Contractor to submit this written response within seven (7) calendar days will be considered an admission that the allegations of the complaint are true.

B. The Project Officer or Law Enforcement Liaison will investigate all complaints made against the Contractor and, if necessary, make a written recommendation for resolution of the complaint. These terms shall be binding on the Contractor.

17. **ADMINISTRATIVE PROCEDURES**
A. The Project Officer or Law Enforcement Liaison will establish administrative procedures to ensure the Contractor’s compliance with the contract or to implement any new laws or County policies that may be applicable.

B. The Project Officer or Law Enforcement Liaison will establish policies and procedures governing the method and manner in which the Contractor may bill Authorized Users for services rendered pursuant to the contract.

18. **OTHER REQUIREMENTS**
The Contractor shall comply with all federal, Virginia, and County laws and regulations applicable to operations covered by the contract. Failure to comply with this requirement may result in termination of the contract and enforcement of the Performance Bond.

19. **UNSATISFACTORY PERFORMANCE BY THE CONTRACTOR**
A. General - If service provided by the Contractor pursuant to the contract is determined by the Project Officer 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, INCLUDING BREACH AND DEFAULT: CURE" in the Agreement signed by the Contractor and the County. 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:

a. Failure to respond to requests from an Authorized User for services covered by the contract;

b. Failure to maintain equipment in accordance with the requirements of the
contract and with all applicable laws;
c. Lack of proper insurance as required by the contract;
d. Charging rates in excess of those listed in the contract;
e. Inefficient or unsafe practices in providing towing services;
f. Allowing unlicensed persons to operate any equipment under this contract;
g. 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;
h. Other actions which impact unfavorably on the faithful performance of the contract; and:
i. Failure to maintain and provide proper documentation of tows and other services provided by the tow company at the request of the Project Officer or Law Enforcement Liaison. 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 the Contractor’s 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.
<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 one (1) failure to respond within any calendar month or more than four (4) failures in any contract year</td>
</tr>
<tr>
<td>Late response to services covered by this contract</td>
<td>No incidents</td>
<td>$100.00</td>
<td>More than two (2) incidents in any calendar month or more than eight (8) incidents in any contract year</td>
</tr>
<tr>
<td>Failure to maintain equipment per this contract</td>
<td>No violations</td>
<td>$200.00</td>
<td>More than three (3) violations in any contract year</td>
</tr>
<tr>
<td>Lack of required insurance coverage</td>
<td>Full coverage during contract</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 rates for towing</td>
<td>No incidents</td>
<td>$400.00</td>
<td>More than one (1) incident within each contract year</td>
</tr>
<tr>
<td>Provide unsafe service, or allowing unlicensed person to operate equipment</td>
<td>No incidents</td>
<td>$200.00</td>
<td>More than one (1) incident within each contract year</td>
</tr>
<tr>
<td>Involvement in felony criminal offenses or activity</td>
<td>No incidents</td>
<td>N/A</td>
<td>Any incident during Initial Contract Term or any Subsequent Contract Term will result in termination of the contract</td>
</tr>
<tr>
<td>Failure to maintain proper documentation</td>
<td>No incidents</td>
<td>$200.00</td>
<td>More than two (2) incidents within each contract year</td>
</tr>
</tbody>
</table>
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 90-11

REVISED BID FORM (Page 1 of 6)

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

BIDS WILL BE OPENED AT 3:00 P.M. ON MAY 19, 2011

FOR PROVIDING HEAVY TOWING SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS INVITATION TO BID:

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.

An electronic copy of the solicitation documents provided at the County Purchasing Agent’s website (http://www.arlingtonva.us/purchasing) is subject to an important disclaimer which must be acknowledged online before the documents can 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>ITEM NO.</th>
<th>LAW ENFORCEMENT TOWS</th>
<th>ITEM DESCRIPTION - TOWNG OF:</th>
<th>UNIT OF MEASURE</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Medium Trucks, Class 3-6 (10,001 - 26,000 lbs GVR)</td>
<td>Per Tow</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Additional Mileage Charge for item 1 beyond 20 miles</td>
<td>Per Mile</td>
<td>$5.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Heavy Trucks, Class 7 (26,001 - 33,000 lbs GVR)</td>
<td>Per Tow</td>
<td>$275.00</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Additional Mileage Charge for item 3 beyond 20 miles</td>
<td>Per Mile</td>
<td>$5.00</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Heavy Trucks, Class 8 (33,001 lbs and above GVR) and Special Heavy Duty &quot;under-frame&quot; Towing</td>
<td>Per Tow</td>
<td>$375.00</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Additional Mileage Charge for item 5 beyond 20 miles</td>
<td>Per Mile</td>
<td>$5.00</td>
<td></td>
</tr>
</tbody>
</table>

BIDDER NAME: Redman Fleet Services, Inc.

190-11
AMENDMENT NO. 2
### LAW ENFORCEMENT TOWS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION - TOWNG OF:</th>
<th>UNIT OF MEASURE</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Recovery Time (Time on Site ONLY)</td>
<td>Per Hour</td>
<td>$375.00</td>
</tr>
<tr>
<td>8</td>
<td>Hourly Rate for services not covered above</td>
<td>Per Hour</td>
<td>$250.00</td>
</tr>
<tr>
<td>9</td>
<td>Daily Storage Rate</td>
<td>Per Day</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

### COUNTY-OWNED VEHICLE TOWS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION - TOWNG OF:</th>
<th>UNIT OF MEASURE</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Medium Trucks, Class 3-6 (10,001 - 26,000 lbs GVR)</td>
<td>Per Tow</td>
<td>$150.00</td>
</tr>
<tr>
<td>11</td>
<td>Additional Mileage Charge for item 10 beyond 20 miles</td>
<td>Per Mile</td>
<td>$5.00</td>
</tr>
<tr>
<td>12</td>
<td>Heavy Trucks, Class 7 (26,001 - 33,000 lbs GVR)</td>
<td>Per Tow</td>
<td>$200.00</td>
</tr>
<tr>
<td>13</td>
<td>Additional Mileage Charge for item 12 beyond 20 miles</td>
<td>Per Mile</td>
<td>$5.00</td>
</tr>
<tr>
<td>14</td>
<td>Heavy Trucks, Class 8 (33,001 lbs and above GVR) and Special Heavy Duty &quot;under-frame&quot; Towing</td>
<td>Per Tow</td>
<td>$300.00</td>
</tr>
<tr>
<td>15</td>
<td>Additional Mileage Charge for item 14 beyond 20 miles</td>
<td>Per Mile</td>
<td>$5.00</td>
</tr>
<tr>
<td>16</td>
<td>Recovery Time (Time on site ONLY)</td>
<td>Per Hour</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

Each bidder shall provide additional documentation as required (starting on page 8, bid submission requirements).

**Bidder Name:** Redman Fleet Services, Inc.
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 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section and applicable provisions of the Code of Virginia prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

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

All information provided in this Invitation to Bid 90-11 on every page and in every Section and Subsection is being requested to be considered proprietary information and is not to be released to the public. Bid Form 90-11 is excluded.

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

Public knowledge of the information in this Invitation to Bid would provide competing companies with information that would negatively & adversely affect and undermine future business endeavors of Redman Fleet Services, Inc.

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

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

BIDDER NAME: Redman Fleet Services, Inc.
CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES
Provide the name and address of the person designated by the Bidder to receive
notices and other communications (Refer to section headed Notices in the
Contract Terms and Conditions of this solicitation for further details):

Mr. Jon Redman, President
7300 Telegraph Square Drive
Lorton, VA 22079

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

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE Jon Redman, President

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

NAME (PRINTED): Jon Redman TITLE: President

E-MAIL ADDRESS: jredman45@aol.com TEL. NO.: 703-928-5899

BIDDER NAME: Redman Fleet Services, Inc.
<table>
<thead>
<tr>
<th><strong>SUBMITTED BY:</strong> (LEGAL NAME OF FIRM)</th>
<th>Redman Fleet Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ADDRESS:</strong></td>
<td>7300 Telegraph Square Drive</td>
</tr>
<tr>
<td><strong>CITY/STATE/ZIP:</strong></td>
<td>Lorton, Virginia 22079</td>
</tr>
<tr>
<td><strong>TELEPHONE NO:</strong></td>
<td>703-550-0080</td>
</tr>
<tr>
<td><strong>FACSIMILE NO.</strong></td>
<td>703-550-8098</td>
</tr>
<tr>
<td><strong>TAX ID NUMBER (EIN/SSN):</strong></td>
<td>54-1086443</td>
</tr>
<tr>
<td><strong>THIS FIRM IS A:</strong></td>
<td></td>
</tr>
<tr>
<td><em>X</em> CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP</td>
<td></td>
</tr>
<tr>
<td><strong>IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?</strong></td>
<td>YES</td>
</tr>
<tr>
<td><strong>IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:</strong></td>
<td>0187232-4</td>
</tr>
<tr>
<td><strong>ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID AS TO WHY IT IS NOT REQUIRED TO BE SO AUTHORIZED.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>IS YOUR FIRM CURRENTLY DEBARRIED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>BIDDER STATUS:</strong></td>
<td><strong>MINORITY OWNED:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>WOMAN OWNED:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>NEITHER:</strong> X</td>
</tr>
</tbody>
</table>
REVISED BID FORM 90-11
PAGE 6 OF 6

INSURANCE CHECKLIST

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

MINIMUMS

1. Workers' Compensation
   Virginia statutory limits

2. Employer's Liability...
   $100,000 accident, $100,000 disease, $500,000 disease policy limit
   $2,000,000 annual aggregate

3. Commercial General Liability
   $2,000,000 annual aggregate

4. Premises/Operations
   $500,000 CSL BI/FD each occurrence
   $2,000,000 annual aggregate

5. Automobile Liability
   $1 Million BI/FD each accident, Uninsured Motorist

6. Owned/Hired/Non-Owned Vehicles...
   $1 Million BI/FD each accident, Uninsured Motorist
   $500,000 annual aggregate

7. Independent Contractors
   $500,000 CSL BI/FD each occurrence
   $1 Million annual aggregate

8. Products Liability
   $500,000 CSL BI/FD each occurrence
   $1 Million annual aggregate

9. Completed Operations
   $500,000 CSL BI/FD each occurrence
   $1 Million annual aggregate

10. Contractual Liability (Must be shown on Certificate)
    $500,000 CSL BI/FD each occurrence
    $1 Million annual aggregate

11. Personal and Advertising Injury Liability
    $1 Million annual aggregate

12. Umbrella Liability...
    $1 Million Bodily Injury, Property Damage and Personal Injury

13. Per Project Aggregate

14. Professional Liability
    a. Architects and Engineers...
       $1 Million per occurrence/claim
    b. Asbestos Removal Liability...
       $2 Million per occurrence/claim
    c. Medical Malpractice...
       $1 Million per occurrence/claim
    d. Medical Professional Liab...
       $1 Million per occurrence/claim
      a. Miscellaneous $20...
       $3 Million per occurrence/claim

15. Motor Carrier Act End. (MCS-90)
    $1 Million BI/FD each accident, Uninsured Motorist

16. Motor Cargo Insurance
    $1,000,000

17. Garage Liability...
    $1 Million Bodily Injury, Property Damage per occurrence

18. Garagekeepers Liability
    $500,000 Comprehensive, $500,000 Collision

19. Inland Marine-Bailee's Insurance
    $8

20. Moving and Rigging Floaters...
    Endorsement to COL

21. Dishonesty Bond
    $5

22. Builder's Risk...
    Provide Coverage in the full amount of Contract
    Endorsement to COL

23. Excess U.S. Liability
    Federal Statutory Limits

24. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent

25. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to
    County at least 30 days prior to action.

26. The County shall be an Additional Insured on all policies except W/C and Auto.

27. Certificate of Insurance shall show Bid Number and Bid Title (124-10 Heavy Towing).

INSURANCE AGENT'S STATEMENT:
I have reviewed the above requirements with the bidder named below and have advised the bidder of
required coverage not provided through this agency.

AGENCY NAME: Lambert, Biddle, Schimmel & Company, LLP
ADDRESS: 390/USA
AUTH. SIGNATURE: J P Biddle
TELEPHONE NO.: 703-730-1320

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

BIDDER NAME: Redman Fleet Services, Inc.

AUTHORIZED SIGNATURE: Jon Redman, President

DATE OF SIGNATURE: 05-04-2011
AMENDMENT NUMBER 1

Arlington County Invitation to Bid No. 90-11 (THE PROVISION OF HEAVY TOWING SERVICES FOR ARLINGTON COUNTY AS REQUESTED BY A) AUTHORIZED USERS OF ARLINGTON COUNTY LAW ENFORCEMENT AND B) THE DEPARTMENT OF ENVIRONMENTAL SERVICES - EQUIPMENT BUREAU, FOR COUNTY OWNED-VEHICLES AND ARLINGTON COUNTY PUBLIC SCHOOLS-OWNED VEHICLES FOR UP TO A FIVE (5) YEAR PERIOD) is amended as follows:

- THE BID OPENING DATE AND TIME IS POSTPONED INDEFINITELY. THE COUNTY INTENDS TO PROVIDE CORRECTIONS AND CLARIFICATIONS TO THE INVITATION TO BID IN A FORTHCOMING AMENDMENT.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Pamela Hayes
Assistant Purchasing Agent
phayes@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

RECEIPT OF AMENDMENT NUMBER (1) IS ACKNOWLEDGED.

FIRM NAME: Redman fleet & Services, Inc.

AUTHORIZED SIGNATURE: [Signature]

DATE: 03-09-2011
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 90-11

AMENDMENT NUMBER 2

Arlington County Invitation to Bid No. 90-11 (THE PROVISION OF HEAVY TOWING SERVICES FOR ARLINGTON COUNTY AS REQUESTED BY A) AUTHORIZED USERS OF ARLINGTON COUNTY LAW ENFORCEMENT AND B) THE DEPARTMENT OF ENVIRONMENTAL SERVICES - EQUIPMENT BUREAU, FOR COUNTY OWNED-VEHICLES AND ARLINGTON COUNTY PUBLIC SCHOOLS-OWNED VEHICLES FOR UP TO A FIVE (5) YEAR PERIOD) is amended as follows:

1. CHANGE ALL REFERENCES TO THE DATE AND TIME FOR BID OPENING TO READ:

3:00 P.M., MAY 19, 2011

2. PAGE 7, PARAGRAPH 24.A.2: Delete entirely. If selected for award you will need to obtain a Business License, if applicable. See page 5, paragraph 16.

3. Page 7, paragraph 24.A.3.(c): Change to read: Commercial Driver's License with at least one driver having Hazmat and Tanker endorsements.

4. Page 13, paragraph 4 - Delete entirely and Replace with:

"Recovery fees for extensive or unusual operations may be charged at a standard or reasonable rate. Use of specialty equipment and hourly recovery rates for extensive or unusual operations may be allowed under this contract, as approved by the Police Department. If there is a complaint, the Police Department will have final approval of all charges to determine applicability, necessity, and reasonableness of the charges and/or equipment and personnel used. The decision of the Police Department will be final."

5. Page 18, paragraph 13.A and any other references to TRAA Level references: Change to read "... at least a Level 2 rating, ..." (this change TRAA level 3 to now read Level 2).

6. Page 19/20: Insert/Add paragraph 15.E.:

15.E In all situations where the contractor is required to tow any vehicle, at Police direction, to a Police Facility for examination or investigation, no towing fee will be charged until the vehicle is released. However, upon completion of the examination or investigation, the vehicle will be released to the original Contractor. The contractor will charge the vehicle owner the fee for both tows, in accordance to the pricing schedule."

7. Replace Bid Pages (1-6), pages 43 through 48 with the attached REVISED BID PAGES.
The balance of the solicitation remains unchanged.

Arlington County, Virginia

Pamela Hayes
Assistant Purchasing Agent
phayes@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

RECEIPT OF AMENDMENT NUMBER (2) IS ACKNOWLEDGED.

FIRM NAME: Bedman Fleet Services, Inc.

AUTHORIZED SIGNATURE: [Signature]

DATE: 05-04-11
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 90-11

AMENDMENT NUMBER 3

Arlington County Invitation to Bid No. 90-11 (THE PROVISION OF HEAVY TOWING SERVICES FOR ARLINGTON COUNTY AS REQUESTED BY A) AUTHORIZED USERS OF ARLINGTON COUNTY LAW ENFORCEMENT AND B) THE DEPARTMENT OF ENVIRONMENTAL SERVICES - EQUIPMENT BUREAU, FOR COUNTY OWNED-VEHICLES AND ARLINGTON COUNTY PUBLIC SCHOOLS-OWNED VEHICLES FOR UP TO A FIVE (5) YEAR PERIOD) is amended as follows:

This Amendment corrects Amendment 2 as follows:

1. Page 13, paragraph 5.4.4 - Delete the Sentence entirely and Replace with:

"Recovery fees for extensive or unusual operations may be charged at a standard or reasonable rate. Use of specialty equipment and hourly recovery rates for extensive or unusual operators may be allowed under this contract, as approved by the Police Department. If there is a complaint, the Police Department will have final approval of all charges to determine applicability, necessity, and reasonableness of the charges and/or equipment and personnel used. The decision of the Police Department will be final."

2. Revised Bid Page 2 (Amendment 2), LINE ITEM 16: CHANGE LINE ITEM 16 to read the same as line item 7 on the same page.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Pamela Hayes
Assistant Purchasing Agent
phayes@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID.

RECEIPT OF AMENDMENT NUMBER (3) IS ACKNOWLEDGED.

FIRM NAME: Redman Fleet Services, Inc.

AUTHORIZED SIGNATURE: ___________________________ DATE: __________
Sealed bids will be received in hand in the Office of the Bid Clerk, in Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, until 3:00 p.m. on the 10th day of March 2011 for:

THE PROVISION OF HEAVY TOWING SERVICES FOR ARLINGTON COUNTY AS REQUESTED BY A) AUTHORIZED USERS OF ARLINGTON COUNTY LAW ENFORCEMENT AND B) THE DEPARTMENT OF ENVIRONMENTAL SERVICES - EQUIPMENT BUREAU, FOR COUNTY-OWNED VEHICLES AND ARLINGTON COUNTY PUBLIC SCHOOLS-OWNED VEHICLES FOR UP TO A FIVE (5) YEAR PERIOD

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

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. A bidder’s submission of a bid indicates its acceptance of these terms.

Arlington County, Virginia

Pamela Hayes
Assistant Purchasing Agent
p Hayes@arlingtonva.us

Spec
INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION
All questions relating to this solicitation shall be submitted in writing to Pamela Hayes in the Office of the Purchasing Agent, at phayes@arlingtonva.us. For a question to be considered, the subject line of the email must state the following: ITB No. 90-11 Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

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

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

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

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

A bidder's failure to submit a bid with a fully-completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid. A bid will be rejected if its corresponding Bid Form is not signed in the designated space by a person authorized to legally bind the bidder.

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

Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

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

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

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

7. ERRORS IN EXTENSION
Where the unit price and the extension price are at variance, the unit price will prevail.

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

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

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

11. **INCOMPLETE DOCUMENTS**
Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

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

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

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

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

14. **ALTERNATE BID**
Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked “ALTERNATE BID”. Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the
solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

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

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

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

18. **BID WITHDRAWAL PRIOR TO BID OPENING**
No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids or unless Arlington County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

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

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

21. REQUIREMENTS CONTRACT AND ACKNOWLEDGEMENT
Bidders acknowledge that the contract that will be entered into as a result of this solicitation will be a requirements contract. Arlington County will have no obligation to the successful bidder if no items or services are required. Any quantities which are included in this solicitation are the present expectations of those who are planning for Arlington County for the period of the contract. The amount is only an estimate and each bidder understands and agrees that Arlington County is under no obligation to the successful bidder to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Each bidder further understands that Arlington County may require services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in the contract.

22. TRADE SECRETS OR PROPRIETARY INFORMATION
Trade secrets or proprietary information that is submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution 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 subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials to be protected and state the reasons why protection is necessary.

23. INTEREST IN MORE THAN ONE BID AND COLLUSION
Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one (1) bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable
grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

24. **BEST VALUE APPROACH**

This solicitation is issued under the "Best Value" approach, as it is defined in the Arlington County Purchasing Resolution. Under this approach, in determining the "lowest responsible bidder" the County may consider, in addition to price, any of the following:

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, Section #17);

2. Arlington County 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) Commercial Driver’s License with Hazmat and Tanker endorsements.

4. Copy of Board of Towing and Recovery Operators (BTRO) license.

5. For all vehicles:
   (a) Virginia Department of Motor Vehicles registration; and
   (b) Proof of local jurisdictional property tax registration.

6. Experience: Documentation that the bidding entity has a minimum of three (3) years of experience in Contract towing in providing services of a similar nature and scope to those required by this solicitation.

7. Bidder provided a written response plan explaining how they would provide services in the event of major road closures or other emergency situations.

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.

C. 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.

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

1. Inspection by the County, without advance notice to the bidders, of all equipment proposed to be used under the contract.
2. References checks.
3. Results of a "hands-on" demonstration of the bidders capabilities to be held at the Equipment Bureau prior to awarding of the final bid. This demonstration shall be performed at no cost to the County.

25. **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. Arlington County Business License.

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

F. 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.

G. Documentation of a minimum of three (3) years experience of contract towing in providing services of a similar nature and scope to those required in this solicitation;

H. Written response plan explaining how Bidder would provide services in the event of major road closures or other emergency situations.

I. A description of the current business culture of the bidder's firm. The description shall include identification of the business's location; a statement as to whether employees take their service vehicles home; and a statement of the percentages of the bidder's business that are commercial and residential.

J. A description of how the services that would be provided by the bidder's firm under the contract anticipated by this solicitation would provide the County better value compared to other bidders.

K. A description of all training that the bidder provides to its employees, i.e., TRAA, HAZMAT, OSHA, etc.

L. A list of any special equipment that the bidder intends to use in fulfilling the contract anticipated by this solicitation.

M. A list of at least three (3) references from commercial customers, including one (1) local, state or federal government that demonstrates the bidder's ability to provide the services sought by Arlington County in this solicitation; and

N. A copy of the invoice, insurance and/or receipt forms used by the bidder, if any.

26. BEST VALUE AWARD PROCESS
At the time of the bid opening, a Bid Evaluation Form, enclosed in a sealed envelope, will be made a public record. The Bid Evaluation Form shall include the criteria applicable to the contract weighted according to the value of those criteria under this solicitation.

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 each criterion. The assigned number of points will then be multiplied by the weight assigned to each criterion. A sum of the resulting numbers will identify the bid which represents the best value under this solicitation. The bidder with the highest total evaluation points will be awarded the contract.

27. INSURANCE REQUIREMENTS
Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be 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 coverage required by the Insurance
Requirements section must be provided. If the County permits alternate
coverage, an amendment to the Insurance Checklist will be issued prior to the
time and date set for receipt of bids.

28. CONDITIONS OF THE RIDER CLAUSE
The successful bidder has the option to extend any contract resulting from
this solicitation to all or some of the member jurisdictions of the
Metropolitan Washington Council of Governments ("COG") and the Northern
Virginia Cooperative Purchasing Council, as set forth in the extension
checklist contained in the Bid Form. The following conditions shall apply to
the extension of an award to a designated jurisdiction:

A. A negative reply to inclusion of any jurisdiction shall not adversely
affect consideration of a bid for award.

B. There shall be no obligation on the part of any designated jurisdiction
to utilize an award extended to that jurisdiction.

C. The awardee is solely responsible for notification of the identified
jurisdictions of the availability of the award.

D. Arlington County shall not be held liable for any costs or damages
incurred by another jurisdiction as a result of any award extended to
that jurisdiction by the awardee.

E. Participating jurisdictions will be permitted to purchase at Contract
prices in accordance with contract terms. Participating jurisdictions
will place their orders directly with the awardee and will be
responsible for placing orders directly with the awardee, arranging
deliveries, reconciling discrepancies and invoices, and issuing
payments.

F. Each participating jurisdiction has the option of executing a separate
contract with the awardee. Contracts entered into with a participating
jurisdiction may contain general terms and conditions unique to that
jurisdiction including, by way of illustration and not limitation,
clauses covering minority participation, non-discrimination,
indemnification, naming the jurisdiction as an additional insured under
any required CGL policies, and venue. If, when preparing such a
contract, the general terms and conditions of a jurisdiction are
unacceptable to the awardee, the awardee may withdraw its extension of
the award to that jurisdiction.

G. Any extension to another jurisdiction shall be at the unit prices
identified in the bid. Bidders shall not, under the conditions of this
extension, offer any adjustment, addition, modification or other change
to the technical requirements of this solicitation or the unit prices
awarded by Arlington County under this solicitation to any public body
to which the award is extended.
29. **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 savings 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.

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SCOPE OF SERVICES

1. GENERAL INFORMATION
The County Board of Arlington County, Virginia ("County"), is soliciting bids from qualified bidders for the provision of Heavy Towing Services as requested by Authorized Users for Arlington County Law Enforcement and as requested by the Arlington County Department of Environmental Services - Equipment Bureau for County-owned and Arlington County Public Schools-owned vehicles.

2. 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. The standard tow charge will include up to 20 miles, commencing at the pick-up point and terminating at the drop-off point.

3. AUTHORIZED USER is defined as an employee or agent of the Arlington County Fire Department, Arlington County Police Department, Arlington County Sheriff’s Office, Arlington County Department of Environmental Services, Arlington Public Schools, Arlington County Treasurer’s Office, and/or Virginia State Police.

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

5. RATES
Bidders shall state in the Bid Form the rates they propose to charge for the services described in this solicitation.

A. The rates for items 1-10 in the Bid Form shall include but are not limited to the items listed below as they apply to tows requested by Authorized Users for Arlington County Law Enforcement:

1. Towing up to 20 miles (includes on site clean-up of debris up to 75 pounds). This includes any means necessary to tow or remove a vehicle as a result of or for the purpose of:
   a. Accidents;
   b. Arrest;
   c. Defective equipment determined by Authorized User to cause safety hazard;
   d. Evidence;
   e. Owner’s Request;
   f. Safekeeping;
   g. Seizure;
   h. Towing of vehicle assisted by any Authorized User within Arlington County to another location;
   i. Transport/relocation/moving of vehicles directed by any Authorized User.
2. **Vehicle Recovery Time. (Hourly Rate)** Recovery includes the following:

a. Returning a vehicle which is in a non-upright position to an upright position; and

b. Relocating a vehicle from a non-driving surface or condition to a driving surface or condition.

If the recovered vehicle is not towed from the location of the recovery, only the vehicle recovery charge shall apply. The Contractor shall inform the Authorized User of such charges in advance of the operation.

3. **Hourly Rate**, for additional services, not included in the standard tow charge or in vehicle recovery time covered above.

4. **Hourly Rate for additional services during Declared Emergencies**

5. **Mileage charge** for towels greater than 20 miles.

6. **Daily Storage Rate**.

The Contractor may charge a drop fee not to exceed $125.00 after a vehicle is hooked-up (lifted, hooked, secured, or lowered) and the Authorized User decides not to complete the tow.

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

a. Vehicle description, including manufacturer, color, and model;

b. Date and time vehicle was towed, location and address from which the vehicle was towed, and the reason for the tow;

c. Location, date and time the vehicle was released

B. The rates for items 11-18 in the Bid Form shall include but are not limited to the items listed below as they apply to towels requested by the Equipment Bureau for County owned and Arlington County Public Schools owned vehicles:

1. **Towing** Up to twenty (20) miles including on site clean-up of debris up to 75 pounds. This includes any means necessary to tow or remove a vehicle as a result of or for the purpose of:

   a. Accidents;
   b. Break-Downs;
   c. Storage off site;
   d. Transport to dealers for warranty or specialty repairs;
   e. Transport to alternate locations as requested by the Equipment Bureau.

2. **Vehicle Recovery Time** (Hourly Rate). Recovery includes the following:

   a. Returning a vehicle which is in a non-upright position to an upright position; and
   b. Relocating a vehicle from a non-driving surface or condition to a driving surface or condition.
If the recovered vehicle is not towed from the location of the recovery, only the vehicle recovery charge shall apply. The Contractor shall inform the Authorized User of such charges in advance of the operation.

3. **Hourly Rate**, for additional services, not included in the standard tow charge or in vehicle recovery time covered above.

4. **Mileage charge** for tows greater than 20 miles.

   The Contractor may charge a drop fee not to exceed $125.00 after a vehicle is hooked-up (lifted, hooked, secured, or lowered) and the Equipment Bureau decides not to complete the tow.

   The Contractor shall present to the Equipment Bureau an itemized bill for any vehicle towed under the terms of this contract containing the following:
   
   a. Vehicle unit number as called in by the Equipment Bureau;
   b. Vehicle description, including manufacturer, color, and model;
   c. Date and time vehicle was towed, location and address from which the vehicle was towed, and the reason for the tow;
   d. Location, date and time the vehicle was released

6. **CHANGES IN OWNERSHIP**

   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. **PROJECT OFFICER/LAW ENFORCEMENT LIAISON**

   The County shall appoint a Project Officer for County owned vehicle towing to coordinate all administrative issues with the winning bidder. The County’s Project Officer will be an employee of the Equipment Bureau of the Department of Environmental Services who is chosen as such by the Bureau Chief of the Equipment Bureau. For the purposes of these specifications, a liaison from the Police Department will be assigned for administrative issues related to Law Enforcement Tows.

   The County assumes no responsibility for any costs resulting from administrative errors made by Authorized Users, as determined by the County’s Project Officer or Law Enforcement Liaison.

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. 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.

C. In the event of an emergency as declared by federal, Virginia or County officials, the Contractor shall make available for the exclusive use of the County all tow trucks scheduled to be available for towing under the contract, to render services as requested by Authorized Users of Arlington County Law Enforcement. 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 services in a Declared Emergency (item 9 of the Bid Form).

D. 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 8 of the Bid Form) shall apply. Additionally, the Contractor shall be responsible for notifying the Authorized User in the event of Hazardous Materials spills or situations. All hourly rate charges under this section shall be to the nearest quarter hour increment.

9. RESPONSE

A. The appropriate equipment shall arrive at the location requested by the Authorized User within sixty (60) minutes of request. The response time begins upon receipt by the Contractor of notification of the need for the services.

B. If the Contractor or an employee thereof arrives at a location without having been requested, the Authorized User may direct the Contractor or its employee to leave. However, the Authorized User reserves 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.

C. 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 County as described herein unless circumstances of a specific emergency warrant the use of unapproved equipment as prior approved by the County. 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 County 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 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. 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.

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 an Authorized User, 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 County approval and inspection prior to being placed into contract service. The Contractor shall notify the Project Officer in writing 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:

   a. The Contractor may obtain additional equipment and provide service at the contract rate.
   b. 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. **TOW TRUCKS**

   A. The Contractor is required to have a minimum of two (2) Heavy Tow Trucks and one (1) truck or trailer capable of handling off-road equipment, skid steers and/or rubber tire front loaders at the time it submits its bid and throughout the contract term.

   B. Tow trucks used for heavy towing shall comply with Heavy Truck Standards from the U.S. Department of Transportation for Class C tow trucks.
1. Tow truck chassis for available tow trucks shall have the capacity to pull class 3 medium to class 8 heavy duty vehicles as requested by Arlington.

2. A boom capacity and individual power winch pulling capacity not less than the manufacturer's specifications with the capacity to pull class 3 medium to class 8 heavy duty vehicles as requested by Arlington;

3. Two hundred and fifty feet (250') or more of manufacturer recommended cable, sized up to rated capacity and meeting the ranges of class 3 to class 8 heavy duty vehicles;

4. Wheel lift or under lift with the capabilities to tow class 3 medium duty to class 8 heavy duty vehicles;

5. A wheel base sufficient to safely handle towed vehicles with fifty percent (50%) of the front axle weight on the ground at all times;

6. At least one (1) five (5) pound carbon dioxide (CO₂) fire extinguisher, emergency flashers and equipment;

7. At least two (2) amber revolving 360-degree emergency lights, mounted on the highest part of the vehicle; additional emergency lights as required. All amber warning lights on equipment shall be in good working order at all times;

8. One (1) heavy duty street broom and one (1) shovel with the ability to clean spills with approved absorbent material;

9. 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. The Contractor shall comply with Federal Communications Commission regulations in their utilization of mobile radios;

10. At least one (1) truck, trailer, Landoll or similar piece of equipment, capable of recovering and transporting off-road equipment, such as skid steers, front loaders and earth moving equipment equivalent in size to Caterpillar 950H.

12. 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 or Law Enforcement Liaison, 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 to fulfill the Contractor's contract obligations until replaced, repaired or otherwise corrected and inspected by the Project Officer or Law Enforcement Liaison.

C. For circumstances not deemed to pose an immediate danger to public safety, but in violation of the contract, the Contractor shall, upon inspection and receipt of written notice from the Project Officer or Law Enforcement Liaison, replace, repair or otherwise correct any facilities and/or 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 Project Officer or Law Enforcement Liaison.

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

E. The Project Officer, Law Enforcement Liaison 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.

13. 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 3 rating, and have a license issued by the Virginia Board for Towing and Recovery Operators. Documentation of this certification and licensure shall be forwarded to the Project Officer on the Contractor's letterhead, containing the name of each truck operator and a copy of the certification provided by TRAA. An updated list shall be provided every six (6) months during the contract term, or immediately if truck operators are added.

B. All TRAA training must be completed prior to an operator performing services pursuant to this contract. All training and certification is at the expense of the Contractor or individual operators.

C. The Contractor shall have at minimum a policy for annual mandatory drug testing 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 the employment of new employees, or within ten (10) days of the commencement of this contract for existing employees. The Contractor shall submit documentation of the training to the Project Officer in writing.

E. All employees of the Contractor shall wear a uniform when responding to request for tows. Uniforms shall display the Contractor's business name. All drivers and on-scene employees of the Contractor shall wear a reflective safety vest when working on a towing and/or recovery operation;

F. All employees of Contractor shall "check in" with Authorized User prior to dropping or unhooking disabled vehicle at the Equipment Bureau Property Yard.

14. RESPONSIBILITY FOR VEHICLES AND CONTENTS
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;

B. The vehicle is delivered to a location designated by the owner or operator of the towed vehicle, provided such direction is not in conflict with the instruction of the respective Authorized User; or
C. The vehicle is otherwise disposed of according to the provisions of the Code of Virginia or a court order.

15. CHARGES TO OWNER OR OPERATOR

A. 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 AGAINST A VEHICLE OWNER OR OPERATOR, OR ANY OTHER INDIVIDUAL OR FIRM, IN EXCESS OF THE CONTRACT RATE.

B. If the owner or operator of a vehicle directs that it be towed to another designated location, 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). In such cases, the vehicle’s owner or operator and the Contractor must agree on the method of payment.

C. The contract rate for towing shall apply for all tows initiated at the request of an Authorized User. This shall include vehicles and not be limited to the following scenarios:

a. Towing of vehicle disabled on the road determined by an Authorized User to be causing a traffic obstruction;
b. Towing of vehicles determined by an Authorized User to cause a hazard;
c. Other cases as determined by the requesting Authorized User;
d. Towing of vehicle involved in minor or major vehicular accident(s); or
e. Towing of vehicle on owner’s request assisted by an Authorized User.

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

a. Vehicle owner’s and operator’s name(s), addresses and telephone numbers;
b. Vehicle description, including manufacturer, color, model, license tag information and VIN;
c. Date and time vehicle was towed, location and address from which the vehicle was towed, and the reason for the tow;
d. Location, date and time the vehicle was released; and
e. 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 County Project Officer or Law Enforcement Liaison.
16. **COMPLAINTS**

A. Upon receipt of a complaint, the Project Officer or Law Enforcement Liaison 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 or Law Enforcement Liaison a written response to the allegations of the complaint. Failure of the Contractor to submit this written response within seven (7) calendar days will be considered an admission that the allegations of the complaint are true.

B. The Project Officer or Law Enforcement Liaison will investigate all complaints made against the Contractor and, if necessary, make a written recommendation for resolution of the complaint. These terms shall be binding on the Contractor.

17. **ADMINISTRATIVE PROCEDURES**

A. The Project Officer or Law Enforcement Liaison will establish administrative procedures to ensure the Contractor's compliance with the contract or to implement any new laws or County policies that may be applicable.

B. The Project Officer or Law Enforcement Liaison will establish policies and procedures governing the method and manner in which the Contractor may bill Authorized Users for services rendered pursuant to the contract.

18. **OTHER REQUIREMENTS**

The Contractor shall comply with all federal, Virginia, and County laws and regulations applicable to operations covered by the contract. Failure to comply with this requirement may result in termination of the contract and enforcement of the Performance Bond.

19. **UNSATISFACTORY PERFORMANCE BY THE CONTRACTOR**

A. General - If service provided by the Contractor pursuant to the contract is determined by the Project Officer 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, INCLUDING BREACH AND DEFAULT; CURE" in the Agreement signed by the Contractor and the County. 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:
a. Failure to respond to requests from an Authorized User for services covered by the contract;
b. Failure to maintain equipment in accordance with the requirements of the contract and with all applicable laws;
c. Lack of proper insurance as required by the contract;
d. Charging rates in excess of those listed in the contract;
e. Inefficient or unsafe practices in providing towing services;
f. Allowing unlicensed persons to operate any equipment under this contract;
g. 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;
h. Other actions which impact unfavorably on the faithful performance of the contract; and;
i. Failure to maintain and provide proper documentation of tows and other services provided by the tow company at the request of the Project Officer or Law Enforcement Liaison. 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 the Contractor's 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.

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<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 one (1) failure to respond within any calendar month or more than four (4) failures in any contract year</td>
</tr>
<tr>
<td>Late response to services covered by this contract</td>
<td>No incidents</td>
<td>$100.00</td>
<td>More than two (2) incidents in any calendar month or more than eight (8) incidents in any contract year</td>
</tr>
<tr>
<td>Failure to maintain equipment per this contract</td>
<td>No violations</td>
<td>$200.00</td>
<td>More than three (3) violations in any contract year</td>
</tr>
<tr>
<td>Lack of required insurance coverage</td>
<td>Full coverage during contract</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 rates for towing</td>
<td>No incidents</td>
<td>$400.00</td>
<td>More than one (1) incident within each contract year</td>
</tr>
<tr>
<td>Provide unsafe service, or allowing unlicensed person to operate equipment</td>
<td>No incidents</td>
<td>$200.00</td>
<td>More than one (1) incident within each contract year</td>
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<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>
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<tr>
<td>Failure to maintain proper documentation</td>
<td>No incidents</td>
<td>$200.00</td>
<td>More than two (2) incidents within each contract year</td>
</tr>
</tbody>
</table>

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90-11
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 THE AGREEMENT MAY BE CHANGED.
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 90-11

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 [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:

1. 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. 90-11 ("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. The Contract Documents may be referred to hereinbelow as the "Contract".

2. SCOPE OF WORK
The Contractor will furnish all labor, materials, and equipment for the provision of heavy 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 the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
Work under this Contract shall commence upon the execution of this Agreement by the County and shall continue for twelve (12) 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 a Notice of Award executed by the County, authorize continued operations of the Contractor for not more than four (4) additional twelve (12) month periods. Each period will be referred to as a "Subsequent Contract Term". Notwithstanding anything herein to the contrary, the contract amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia, for the respective Subsequent Contract Term.
4. **CONTRACT AMOUNT**

Unless otherwise provided in the Contract Documents, the Contractor shall provide the services covered in the Contract Documents for the amount stated in the Bid of the Contractor ("Contract Amount"). The Contractor agrees that the total payment for all tasks described under this Contract will not exceed the Contract Amount, regardless of the number of hours spent in the performance of the tasks, unless such amount is modified as provided in this Contract. The Contract Amount includes all of Contractor's costs and fees (including profit).

5. **CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**

The Contract Amount/unit price shall remain firm for the Initial Contract Term. The Contract Amount/unit price 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 OCTOBER of each year of the Contract.

If the Contractor and the County do not agree on a Subsequent Contract Term Contract Amount/unit price using the procedure set forth in this section by the thirtieth (30th) calendar day prior to the end of the Initial Contract Term or any Subsequent Contract Term, the County may terminate the Contract whether or not the County has previously elected to extend the term. The Contract Amount/unit price that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the next Subsequent Contract Term.

6. **PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer or Law Enforcement Liaison of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer or Law Enforcement Liaison.

7. **PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract.

8. **ADJUSTMENTS FOR CHANGE IN SCOPE**

The County may order changes in the Work within the general scope of the Work, consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Contract or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer or Law Enforcement Liaison after the change or event occurs, and within ten (10) calendar days thereafter must provide written notice to the Project Officer or Law Enforcement Liaison. The Contractor's notice must provide 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.

9. **ADDITIONAL SERVICES**
The Contractor shall not be compensated for any goods or services provided except those included in the Contract Documents and encompassed by the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County purchase order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in the Contract unless otherwise agreed.

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

A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

B. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor 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.

11. **NON-APPROPRIATION**
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 Board of Arlington County. In the event of non-appropriation of funds by the County Board of Arlington 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 specified in the County’s written notice.

12. 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 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 set forth in this Contract.

13. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the Authorized User. 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. The Contractor should direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

14. 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 Contract 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 the sole responsibility of the Contractor.
15. **SUPERVISION BY CONTRACTOR**
The Contractor shall at all times enforce strict discipline and good order among the workers fulfilling this Contract, and shall not employ on the Work any person not reasonably proficient in the work assigned.

16. **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 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 the Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

17. **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 this Contract for goods and/or services, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. **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 by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor 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.

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

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

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with 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 this Contract.

20. **WARRANTY**
The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

21. **UNSATISFACTORY WORK**
If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or
equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract.

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

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

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

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Contract or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County (and the County shall be entitled to recover) all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.
Except as otherwise directed by the County, 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 that any termination for cause, default or breach shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

23. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other 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.

24. INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorney’s fees incurred and any settlements or payments made.
25. **INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including copyright, patent, mask rights and trademark) of third parties are infringed by or in any manner involved in or related to the services provided hereunder.

The Contractor further 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 Amount includes all royalties, licensing fees, or costs arising from the use of such design, device, or materials in any way involved with the Work.

26. **COPYRIGHT**

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

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

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

27. **OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS**

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

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this
Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records, and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer, Law Enforcement Liaison or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of this Contract shall be referred to the Project Officer or Law Enforcement Liaison or his or her designee for response. At the County’s request, the Contractor shall deliver all Records to the Project Officer or Law Enforcement Liaison, 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 goods and/or 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 Contract.

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

28. 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 Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer 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.

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

30. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.
The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

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

32. 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. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

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

34. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer or Law Enforcement Liaison 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 and shall be submitted for advance review and comment by the Project Officer or Law Enforcement Liaison. 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.

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

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

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

38. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

39. **DISPUTE RESOLUTION**
All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer or Law Enforcement Liaison for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer or Law Enforcement Liaison may be submitted to the County Manager in writing no later than 60 days after final payment in accordance with 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 Arlington County 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. The Contractor shall not cause a delay in the Work pending a decision of the
Project Officer, Law Enforcement Liaison, County Manager, County Board, or a court.

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

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

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

43. NO WAIVER
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

44. SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by 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.

45. NO WAIVER OF SOVEREIGN IMMUNITY
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

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

47. HEADINGS
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.
48. NOTICES
Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:


TO THE COUNTY:

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

AND

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

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

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

51. 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.

52. HAZARDOUS MATERIALS
Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such Material Safety Data Sheets shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling that meets the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the
right to refuse shipments of hazardous materials not appropriately labeled, or when Material Safety Data Sheets have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. The Contractor shall comply with all federal, state, and local laws governing toxic and hazardous materials.

53. 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 19 of the Scope of Work 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 19, 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.

54. INSURANCE AND PERFORMANCE BOND
The Contractor will provide evidence of insurance coverage described and required herein before the start of work under this Contract. The Contractor must submit a Performance Bond in the amount of $20,000.00 before commencing work under this Contract. 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.

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:

1. 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;
2. 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. 90-11

B I D  F O R M (Page 1 of 6)

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

BIDS WILL BE OPENED AT 3:00 P.M. ON MARCH 10, 2011

FOR PROVIDING HEAVY TOWING SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS INVITATION TO BID:

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.

An electronic copy of the solicitation documents provided at the County Purchasing Agent's website (http://www.arlingtonva.us/purchasing) is subject to an important disclaimer which must be acknowledged online before the documents can 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>ITEM NO.</th>
<th>LAW ENFORCEMENT TOWS</th>
<th>ITEM DESCRIPTION - TOWING OF:</th>
<th>UNIT OF MEASURE</th>
<th>PRICE</th>
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<tbody>
<tr>
<td>1</td>
<td>Medium Trucks, Class 3-6 (10,001 - 26,000 lbs GVR)</td>
<td>Per Tow</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Additional Mileage Charge for item 1 beyond 20 miles</td>
<td>Per Mile</td>
<td>$__________</td>
<td></td>
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<tr>
<td>3</td>
<td>Heavy Trucks, Class 7 (26,001 - 33,000 lbs GVR)</td>
<td>Per Tow</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Additional Mileage Charge for item 3 beyond 20 miles</td>
<td>Per Mile</td>
<td>$__________</td>
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<tr>
<td>5</td>
<td>Heavy Trucks, Class 8 (33,001 lbs and above GVR) and Special Heavy Duty &quot;under-frame&quot; Towing</td>
<td>Per Tow</td>
<td>$__________</td>
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BIDDER NAME: ________________________________
### Law Enforcement Tows

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<th>ITEM NO.</th>
<th>LAW ENFORCEMENT TOWS ITEM DESCRIPTION - TOWNG OF:</th>
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<th>PRICE</th>
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<td>6</td>
<td>Additional Mileage Charge for item 5 beyond 20 miles</td>
<td>Per Mile</td>
<td>$__________</td>
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<tr>
<td>7</td>
<td>Recovery Time (Time on Site ONLY)</td>
<td>Per Hour</td>
<td>$__________</td>
</tr>
<tr>
<td>8</td>
<td>Hourly Rate for services not covered above</td>
<td>Per Hour</td>
<td>$__________</td>
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<tr>
<td>9</td>
<td>Hourly Rate for services in a Declared Emergency</td>
<td>Per Hour</td>
<td>$__________</td>
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<td>10</td>
<td>Daily Storage Rate</td>
<td>Per Day</td>
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### County-Owned Vehicle Tows

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<th>PRICE</th>
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<tbody>
<tr>
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<td>Medium Trucks, Class 3-6 (10,001 - 26,000 lbs GVR)</td>
<td>Per Tow</td>
<td>$__________</td>
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<td>12</td>
<td>Additional Mileage Charge for item 11 beyond 20 miles</td>
<td>Per Mile</td>
<td>$__________</td>
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<tr>
<td>13</td>
<td>Heavy Trucks, Class 7 (26,001 - 33,000 lbs GVR)</td>
<td>Per Tow</td>
<td>$__________</td>
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<td>14</td>
<td>Additional Mileage Charge for item 13 beyond 20 miles</td>
<td>Per Mile</td>
<td>$__________</td>
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<tr>
<td>15</td>
<td>Heavy Trucks, Class 8 (33,001 lbs and above GVR) and Special Heavy Duty &quot;under-frame&quot; Towing</td>
<td>Per Tow</td>
<td>$__________</td>
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<tr>
<td>16</td>
<td>Additional Mileage Charge for item 15 beyond 20 miles</td>
<td>Per Mile</td>
<td>$__________</td>
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</table>

**BIDDER NAME:**
17 Recovery Time (Time on Site ONLY) Per Hour $__________

18 Hourly Rate for services not covered above Per Hour $__________

EACH BIDDER SHALL PROVIDE ADDITIONAL DOCUMENTATION AS REQUIRED (STARTING ON PAGE 8, BID SUBMISSION REQUIREMENTS).

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 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section and applicable provisions of the Code of Virginia prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

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

______________________________
______________________________
______________________________

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

______________________________
______________________________
______________________________

BIDDER NAME: ____________________________
If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (as defined in 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.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES
Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

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

AUTHORIZED SIGNATURE _____________________________________________

PRINT NAME AND TITLE ____________________________________________

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

NAME (PRINTED): ___________________________________________________________________ TITLE: ___________________________________________________________________

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

BIDDER NAME: ____________________________________________
<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF FIRM)</th>
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<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NO:</td>
<td>FACSIMILE NO.:</td>
</tr>
<tr>
<td>TAX ID NUMBER (EIN/SSN):</td>
<td></td>
</tr>
</tbody>
</table>

This firm is a: __CORPORATION__, __GENERAL PARTNERSHIP__, __LIMITED PARTNERSHIP__, __UNINCORPORATED ASSOCIATION__, __LIMITED LIABILITY COMPANY__, __SOLE PROPRIETORSHIP__

Is firm authorized to transact business in the Commonwealth of VA?

Identification no. issued to the firm by the SCC:

Any bidder exempt from SCC authorization requirement shall include a statement with its bid as to why it is not required to be so authorized.

Is your firm currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision?

Bidder status: __MINORITY OWNED__, __WOMAN OWNED__, __NEITHER__
BID FORM 90-11

PAGE 6 OF 6

INSURANCE CHECKLIST

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

COVERAGES REQUIRED

LIMITS (FIGURES DENOTE

MINIMUMS)

X 1. Workers' Compensation........................................... Virginia statutory limits
X 2. Employer's Liability .................................. $2,000,000 policy limit
X 3. Commercial General Liability................................. $2,000,000 annual aggregate
X 4. Premises/Operations........................................... $1 Million annual aggregate
X 5. Automobile Liability............................................ $1 Million annual aggregate
X 6. Owned/Hired/Non-Owned Vehicles. ...$1 Million BI/FP each occurrence, Uninsured Motorist
X 7. Independent Contractors....................................... $1 Million annual aggregate
X 8. Products Liability................................................ $1 Million annual aggregate
X 9. Completed Operations............................................ $1 Million annual aggregate
X 10. Contractual Liability (Must be shown on Certificate) $1 Million annual aggregate
X 11. Personal and Advertising Injury Liab. $1 Million annual aggregate
X 12. Umbrella Liability............. $1 Million Bodily Injury, Property Damage and Personal Injury
X 13. Umbrella Liability (Per Project Aggregate)
X 14. Professional Liability
   a. Architects and Engineers................................... $1 Million per occurrence/claim
   b. Asbestos Removal Liability ................................ $2 Million per occurrence/claim
   c. Medical Malpractice ........................................... $1 Million per occurrence/claim
   d. Medical Professional Liab. ................................... $1 Million per occurrence/claim
X 15. Miscellaneous Liab. .................................$1 Million per occurrence/claim
X 16. Motor Carrier Act End. (MC-90) ........ $1 Million BI/FP each occurrence, Uninsured Motorist
X 17. Motor Cargo Insurance...........................................
X 18. Garage Liability............................................... $1 Million Bodily Injury, Property Damage per occurrence
X 19. Garagekeepers Liability....................................... $500,000 Comprehensive, $500,000 Collision
X 20. Inland Marine-Boat’s Insurance..............................
X 21. Moving and Rigging Floater...................................
X 22. Dishonesty Bond.................................................. $1
X 23. Builder’s Risk ....................................................
X 24. XCU Coverage ....................................................
X 25. USL&H ............................................................
X 26. Carrier Rating shall be Best’s Rating of A-VII or better or its equivalent
X 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
X 28. The County shall be an Additional Insured on all policies except W/C and Auto.
X 29. Certificate of Insurance shall show Bid Number and Bid Title (124-10 Heavy Towing).

INSURANCE AGENT’S STATEMENT:
I have reviewed the above requirements with the bidder named below and have advised the bidder of
required coverage not provided through this agency.

AGENCY NAME: ________________________________
AUTH. SIGNATURE: ________________________________
TELEPHONE NO.: ________________________________

BIDDER’S STATEMENT: If awarded the contract, this entity will comply with the contract’s
insurance requirements.

BIDDER NAME: ________________________________
AUTHORISED SIGNATURE: ________________________________
PRINTED NAME OF AUTHORIZED SIGNER: ________________________________

DATE OF SIGNATURE: ________________________________
Solicitation # 90-11
Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

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<tr>
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Vendor Name: ____________________________