



Loudoun County, Virginia

REQUEST FOR PROPOSAL

POLICE-DIRECTED TOWING - REISSUE

ACCEPTANCE DATE: Prior to 4:00 p.m., December 20, 2023 "Atomic" Time

RFP NUMBER: RFQ 639821

ACCEPTANCE PLACE: Department of Finance and Procurement
Division of Procurement
1 Harrison Street, SE, 1st Floor
Drop Box labeled: "**Procurement Bids and Proposals**"
Leesburg, Virginia 20175

PLEASE NOTE: An in-person Pre-Proposal Conference will be held on December 1, 2023, at 1:30 PM in the Dulles Conference Room, 1 Harrison Street, SE, 1st Floor, Leesburg, Virginia 20175 for clarification of any questions on the specifications.

Requests for information related to this Proposal should be directed to:

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Contracting Officer
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E-mail address: Steven.Wilson@loudoun.gov
This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: November 13, 2023

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .

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Prepared By: s/Steven Wilson Date: November 13, 2023
Contracting Officer

POLICE-DIRECTED TOWING - REISSUE

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain proposals from qualified towing firms to establish Contracts for the provision of recovery, removal, storage and impoundment of motor vehicles as requested by the County of Loudoun, Virginia (County) on behalf of the Loudoun County Sheriff's Office (LCSO) or towing requests made by a law enforcement officer of the LCSO at the request of or on behalf of the owner or operator of an unattended, abandoned, or immobile vehicle, when no specific service provider is requested by such owner or operator ("citizen requested tow") as authorized by Section [§ 46.2-1217](#) of the Code of Virginia. (Please note that services covered under the resulting Contracts do not cover towing requests made by town police departments, the Virginia State Police, or Virginia Department of Transportation (VDOT).)

The County reserves the right to award multiple contracts per zone for light duty and multiple contracts for all zones for heavy duty towing. Specifically, the County intends to award not more than five (5) contracts for light duty towing for zones 2, 3, and 4 respectively, and not more than two (2) contracts for light duty towing for zone 5. The County intends to award up to three (3) contracts for heavy duty towing. The resulting contracts for light duty towing shall be awarded and administered on a rotating basis that is evenly distributed across calls for service by zone. Also, the resulting contract(s) for heavy duty towing shall also be awarded and administered on a rotating basis.

Proposals will only be accepted from firms who own or lease tow lots located in Loudoun County, Virginia.

Offerors responding to this solicitation shall clearly indicate, in their proposal response, the zones for which they are submitting as well as the type of towing to be provided (i.e. light duty or heavy duty). Offerors may use the map function in [this link](#) to verify the zones in which they are eligible to respond. Offerors can submit a proposal for the zone where their tow lot is located as well as adjacent zones if the tow lot falls within ten (10) miles of the center of the adjacent zone.

In the event that there is no qualified or responsible Offeror for a particular zone, the County reserves the right to award that zone to an Offeror in an adjacent zone.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The Police Directed Towing Advisory Board (PDTAB) was created December 5, 2012 by the Loudoun County Board Supervisors (Board) in order to “make recommendations regarding terms of an ordinance to regulate police tows and/or propose language to be included in Contracts with towing operators for police tows” ([12-05-12, Item 22](#)). Virginia Code § 46.2-1217 authorizes local governing bodies to regulate towing and storage through ordinance or by entering into a Contract for services rendered pursuant to a police towing request. Virginia Code requires that voting members of the advisory board include representatives of local law enforcement agencies, as well as representatives of licensed towing and recovery operators and the general public.

On [June 3, 2015](#), the Board approved several of the PDTAB recommendations and directed staff to begin the competitive process to establish Contracts for towing services for law enforcement. The [copy teste](#) for the June 3, 2015 Board Action item outlines which recommendations were approved by the Board and is available on the County’s website www.loudoun.gov under Board business meeting documents.

Initial towing contracts have expired, and a new RFP is required to be issued to establish new contracts. The PDTAB reconvened in 2021 to provide updated recommendations to staff to improve police directed towing in the County. All information related to PDTAB meetings, minutes, and documents can be found at: <https://www.loudoun.gov/index.aspx?nid=2946>.

Staff issued a new RFP on March 3, 2023; however, at the [May 16, 2023](#) Business meeting, the Board directed staff to cancel the RFP and update the RFP to modify the structure as identified in the [copy teste](#). At the [June 6, 2023](#) Board Business Meeting, the Board reconsidered the motion from the May 16, 2023 Board Business Meeting and provided updated direction to staff in terms of the number of approved towers per each zone.

4.0 OFFEROR’S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. *All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation may be cause for proposal to be deemed non-responsible and/or rejected.*

The following criteria shall be met in order to be eligible for this contract:

- 4.1 Offerors must have been involved or engaged in commercial towing for no less than two (2) years. Offeror must supply evidence of experience such as contract copies, references, or other verifiable records, such as, but not limited to, a Business, Professional, and Occupational License (BPOL).
- 4.2 Light Duty: Offerors must have a storage facility that is approximately 0.75 acre or greater in size and located within the specific towing zone or within a ten (10) mile radius of the mean geographic center of the neighboring

towing zone. See Attachment 1 for Light Duty Towing Zones. Offerors should use the map tool (provided at <https://www.loudoun.gov/index.aspx?NID=3779>) in order to determine eligible towing zones for the RFP process. Offerors shall provide address, lot size, and storage capacity for each light duty towing zone for which it is applying. Offerors shall also provide proof of ownership or lease of the storage facility.

- 4.3 Heavy Duty: Offerors must have a storage facility that is approximately 0.75 acre or greater in size and located within Loudoun County, Virginia. Offerors shall provide address, lot size, and storage capacity for each heavy duty towing zone for which it is applying. Offerors shall also provide proof of ownership or lease of the storage facility.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All Offerors must be able to provide on-call towing services twenty-four (24) hours a day, seven (7) days a week in response to requests from the Loudoun County Sheriff's Office (LCSO). The Contractor shall furnish all labor, materials, tools, equipment, supplies, vehicles and trained personnel/supervisors for on-call services and within response time specified.

The Contract shall provide:

5.1 Light-Duty Towing:

- A. Definition: Dispatched for vehicles with Gross Vehicle Weight (GVW) of 14,000 pounds or less. If units can be separated (truck and a trailer each less than 14K GVW) then two (2) light-duty tows are required.
- B. Description of Services/Eligible Fees:
1. Vehicle for Storage Tow: Non-accident tow in which standard tow equipment is used. No additional special equipment or labor required. Vehicle for storage includes tow back to storage facility (no mileage fee).
 2. Crash/Collision Tow: Towing and removal vehicles involved in a crash and cleaning of the crash scene. Collision tow fee includes tow back to storage yard (no mileage fee) or first five (5) miles of towing to a different location. Collision service fee should include ordinary use of broom, shovel, and/or minor crash debris (bumper covers, etc.).
 3. Recovery Fee: The deployment and use of specialized equipment, tools and services that are not typically utilized in a crash/collision tow (i.e., vehicle is flipped onto its roof, over a steep embankment). (Supporting documentation and/or photographs required).

4. Disabled Tow: Services provided to a vehicle that has become disabled. May or may not be a highway hazard. May require fuel provision, jump start, and/or tire change. Hook up may be required. Dollies inclusive of hook up.
5. Hook Up: A tow-truck/recovery vehicle that has attached either an L-arm, chain, hook, cable, and/or wheel dollies, etc. to vehicle that would prevent vehicle from freely driving away without damage or the detachment of chain, cable, hook, L-arm, etc. Use of the winch, end chain, and/or the first snatch block (flatbed) or stinger bard, securement devices, and/or wheel dollies (wheel lift or regular wrecker). Vehicle is never removed from the scene. Otherwise referred to as a "drop fee".
6. Tarping: Provision of weather protection for the contents of the vehicle. Flat fee for any or all windows, all inclusive. Indoor storage is exchangeable with tarping.
7. Storage/Day: Daily storage fee charged per calendar day to maintain secure possession of a vehicle preventing unauthorized access and theft of the vehicle's content. Storage starts when a vehicle enters a storage facility.
8. Mileage: Per loaded mile after five (5) road miles.
9. Extra Cargo during Recovery and/or Clean Up: Extra scene clean up beyond the ordinary use of a broom, shovel, and the first bucket of absorbent material (documentation required).
10. Standby Fee: No action taken in excess of thirty (30) minutes upon arrival of tow driver on the scene (charged by half (1/2) hour increments).
11. Vehicle Release: Daily release of vehicle available from 8:00 a.m. – 5:00 p.m. on duty, except on weekends and holidays; after hours available twenty-four (24) hours a day, seven (7) days a week, by phone with two (2) hours' notice. Release fee may be charged outside of these hours only. Exceptions for "live loads" including animals, food, or perishable goods.
12. Administrative Services: Fee authorized once seventy-two (72) hours have lapsed. This fee is intended to be reflective of the use of the tow operators' resources for disposing an unclaimed or likely-to be unclaimed vehicle. This fee should be reflective of the costs associated with mechanic's liens, abandoned vehicle paperwork, certified postage, owner notification, auction entry, obtaining title, and other lawful disposal methods.

5.2 Heavy Duty Towing:

- A. Definition: Dispatched for vehicles with GVW of 14,001 pounds or more.
- B. Description of Services/Eligible Fees:
 - 1. Standard Tow: Non-accident tow in which standard tow equipment is used. No additional special equipment or labor required. Vehicle for storage includes tow back to storage facility (no mileage fee).
 - 2. Crash/Collision Tow: Towing and removal involved in a crash and cleaning of the crash scene. Includes tow back to storage yard (no mileage fee) or first five (5) miles of towing to a different location. Service fee should include ordinary use of broom, shovel, and/or minor crash debris (bumper covers, etc.).
 - 3. Disabled Heavy Duty Tow: Services provided to a vehicle that has become disabled. May or may not be a highway hazard. May require fuel provision, jump start and/or tire change. Hook up may be required. Dollies inclusive of hook up.
 - 4. Rollover: When all vehicle tires are not in contact with the roadway surface/ground. For combination vehicles (i.e. truck with a trailer), this fee can be applied if either portion of the combination meets the definition, however, it can only be applied once per combination.
 - 5. Recovery Time: Charge per hour on site after the initial two (2) hours.
 - 6. Storage: Fee based upon per linear feet of towed vehicle; Flat fee up to twenty-two (22) linear feet.
 - 7. Vehicle Release: Daily release of vehicle available from 8:00 a.m. – 5:00 p.m. on duty, except on weekends and holidays; after hours available twenty-four (24) hours a day, seven (7) days a week, by phone with two (2) hours' notice. Release fee may be charged outside of these hours only. Exceptions for "live loads" including animals, food, or perishable goods.
 - 8. Administrative Services: Fee authorized once seventy-two (72) hours have lapsed. This fee is intended to be reflective of the use of the tow operators' resources for disposing an unclaimed or likely-to be unclaimed vehicle. This fee should be reflective of the costs associated with mechanic's liens, abandoned vehicle paperwork, certified postage, owner notification, auction entry, obtaining title, and other lawful disposal methods.

5.3 Performance Standards:

A. Light Duty Standards:

1. Response Time Standard: Time allowed for requested tow equipment and operator to arrive on scene.

Zones 2, 3, and 4: 30 minutes
Zone 5: 45 minutes

Time will begin using the timestamp when the LCSO dispatch calls the Contractor and the on-scene time will be established by the LCSO deputy who will notify LCSO dispatch when the Contractor has arrived.

Contractor's dispatch shall call the LCSO if assistance is needed to get to the scene.

2. Failure to take call: Contractor is unable to respond to dispatch request for tow services. Failure to take a call will result in a strike against the Contractor in that zone.
3. Strikes will be issued at the discretion of the deputy involved in the tow for failure to meet the performance standards above, or any other violation of requirements set forth in this Contract. A Contractor earning three (3) strikes in one (1) quarter will be suspended for fifteen (15) calendar days. Any Contractor who receives a strike may request a review by the LCSO Contract Administrator for further review and reconsideration.

B. Heavy Duty Standards:

1. Response Time Standard: Time allowed for requested tow equipment and operator to arrive on scene.

Zones 2, 3, and 4: 45 minutes
Zone 5: 60 minutes

Time will begin using the timestamp when the LCSO dispatch calls the Contractor and the on-scene time will be established by the LCSO deputy who will notify LCSO dispatch when the Contractor has arrived.

Contractor's dispatch shall call the LCSO if assistance is needed to get to the scene.

2. Standards regarding failure to take a call will not be applied to heavy duty tows.

C. Strike System:

Three (3) Strikes per Quarter Notifications: Strikes may be recorded against a Contractor if verified complaints are lodged against a Contractor by citizens or LCSO. Strikes may also be recorded if LCSO deputies observe/record/witness violations of performance standards or other Contract requirements. For light duty towing, strikes will apply per zone.

- a. First Violation: Written warning to Contractor detailing the concerns that resulted in the violation.
 - b. Second Violation: Written Warning to Contractor detailing concerns and citing possibility of suspension upon third violation.
 - c. Third Violation: Written communication indicating Suspension from supplying services for 15 calendar days.
- 1. If a Contractor receives additional violations beyond those listed in 5.3.C in a quarter, the County reserves the right to impose further restrictions, including Termination for Cause.
 - 2. The standards for light and heavy-duty towing will not be applied during declared snow emergencies and/or County declarations of emergency.
 - 3. The tracking of strikes applied is a responsibility of LCSO.

5.4 Standard Price Setting for Each Category:

The Contractor shall only charge the rates equal to or less than those rates established in Attachment 2. Charging other fees or charging higher fees from the fee schedule will result in strikes pursuant to Section 5.3.C above.

5.5 General Requirements:

- A. Storage Facilities Hours of Operation: The Contractor shall, at a minimum, staff the storage facility Monday through Friday, from 8:00 a.m. to 5:00 p.m.
- B. Vehicle Release and After-Hours Pick-up: Vehicle release will be available during regular storage facility hours of operations, with after-hours pick up available twenty-four (24) hours a day, seven (7) days a week, by phone with two-hours' notice.
- C. Physical Storage Location: The storage location shall be, at a minimum, approximately 0.75 acre in size, and shall include the following amenities (at a minimum): a six-foot (6') fenced storage facility, lit at the hours of darkness; security cameras; storage for all vehicles towed by LCSO; physical barrier(s) sufficient to prevent theft, damage, unauthorized access by non-employees, and unauthorized removal; zoning confirmation; and signage of the Contractor.
- D. Payments: The Contractor must have the ability to accept payment, at a minimum, in cash and from at least two (2) major credit cards.
- E. Detailed Fee Reporting: Require detailed fee reporting based on type of tow. Ability to write a branded receipt - include date, time of tow, the vehicle's license plate number and state of issuance, VIN, year,

make model, color, location, charges, disposition, and dates of disposition.

- F. Itemized Bills and Documentation: The Contractor shall provide itemized bills with standardized fees based on Contract terms, with some fees requiring photos and documentation, at the request of the LCSO, a citizen or an insurance company. The Contractor shall attach a copy of the fee schedule to each tow bill as well as keep a copy in the Contractor's office and make it available to citizens.
- G. Records of Fees: Itemized records of fees charged must be kept for a minimum of one (1) year. The Contractor shall make their records available for inspection, with reasonable notice, to the LCSO to spot check charges on receipts to ensure compliance with Contract pricing. The frequency is not predetermined and will be at random. This information will be subject to disclosure under the Freedom of Information Act (FOIA) (§ 2.2-3701 *et seq.* and § 2.2-4342).
- H. Signage/ID: Tow truck signage and identification must meet all applicable Federal and State highway safety standards.
- I. Tools and Supplies: The following tools and supplies shall be available on each tow truck: 20-25 lbs. of oil absorbent "stay dry"; one (1) heavy duty street broom; one (1) shovel; dollies; scotch blocks; snatch block; screwdriver; minor hand tools; three (3) inch chain grade 70; cables and chains for inclement weather are only required when weather is inclement or predicted to be inclement; four (4) tire blocks; tools for vehicle maintenance (tire change); all weather wheels; one (1) 1-A 10 BC fire extinguisher; lock picking tools; two (2) amber revolving or flashing lights; one (1) air tank if no brakes (rollback exempt); and vest/garment to meet current federal standards.
- J. Identification: Each tow truck operator shall wear a uniform that displays the Contractor's name, and the driver's name. In addition, each tow truck shall have appropriate signage to identify the Contractor.
- K. Certifications and licensure: Tow truck drivers shall maintain a valid Virginia Driver's License and Department of Criminal Justice Services (DCJS) certification during the life of the Contract.
- L. Contact information: The Contractor shall provide a primary and secondary twenty-four (24) hours a day, seven (7) days a week, contact telephone number to the LCSO for use in dispatch. The Contractor shall provide ten (10) day advance notice of any change to those numbers. The Contractor shall also provide a name, email address and phone number for a primary point of contact to discuss contractual matters and complaints received.

- M. Vehicle and Content Storage: The Contractor is responsible for the vehicle and contents from the tow. Personal contents shall not be removed from the vehicle by the Contractor. The Contractor shall release all personal contents to the registered owner or to persons with expressed and/or written permission from owner or person(s) with power of attorney for the owner regardless of whether appropriate towing and storage fees are paid or not. The Contractor shall not withhold personal content pending payment of towing and storage fees.
- N. Notification: The Contractor shall promptly notify the registered owner of the vehicle regarding the towing of their vehicle, any personal property left in the vehicle, and any fees owed to the Contractor. The Contractor shall send written notice to the registered owner at the address provided (or as provided on the registration card) within seventy-two (72) hours of the tow. The Contractor shall also make telephone contact with the owner/driver within forty-eight (48) hours of the tow if a telephone number is provided.
- O. The Contractor shall abide by all laws, rules, and regulations regarding notification, storage, liens, and sales of vehicles related to towing in the Commonwealth of Virginia, including, but not limited to, any requirements set forth by the Department of Motor Vehicles and/or the Code of Virginia.
- P. The Contractor shall participate in a meeting with LCSO staff on an annual basis, at a minimum, to provide information to LCSO deputies and dispatch on process improvements in requesting tows.

5.6 Dispatch of Calls to Contractors:

- A. For light duty towing, calls will be dispatched on a rotating basis for each zone. If a Contractor is not available, does not respond or does not arrive on scene in a timely manner pursuant to the times noted in Section 5.3, the next Contractor in rotation will be contacted. This process will continue until a Contractor is successfully dispatched. A pool of not more than five (5) Contractors will be selected for zones 2, 3, and 4 respectively. A pool of not more than two (2) Contractors will be selected for zone 5.

In the event that none of the Contractors are available in a specific zone, the County reserves the right to contact a Contractor from an adjacent zone or divide the zone to be shared by more than one Contractor.

- B. For heavy duty towing, calls will be dispatched on a rotating basis. If a Contractor is not available, does not respond or does not respond in a timely manner pursuant to the times noted in Section 5.3, the next Contractor in rotation will be contacted. This process will continue until a Contractor is successfully dispatched. A pool of no

more than three (3) Contractors will be selected to provide heavy duty towing across all zones.

6.0 TERMS AND CONDITIONS

The Agreement for Service (“Contract” or “Agreement”) with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror’s additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Loudoun County Sheriff or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Loudoun County Sheriff or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

6.2 Term

The Contract shall cover the period from March 1, 2024 through February 28, 2028, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to three (3) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. The County reserves the right to evaluate the fees during the initial term or any subsequent renewal term. The County may revise the fees at its discretion based upon the best interest of the County, to include market conditions, changes in the Consumer Price Index, and changes in Scope.

6.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties’ agreement. If delay is foreseen (i.e. tow trucks are broken down, etc.), the Contractor shall give immediate written notice to the LCSO. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may

engage services from another available contractor under contract or in the open market to replace the undelivered or rejected services.

6.4 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.5 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.6 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of 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.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for

explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations: aggregate	\$2,000,000
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the 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 previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability

policies This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

- b. Purchase the extended 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.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A

Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.7 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.8 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.9 Notice of Required Disability Legislation Compliance *

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.10 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.11 Employment Discrimination by Contractors Prohibited *

Every Contract of over \$10,000 shall include the following provisions:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating 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.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.12 Drug-free Workplace *

Every Contract over \$10,000 shall include the following provision:

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 behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

6.13 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

6.14 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.15 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.16 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times.

6.17 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.18 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed by the Loudoun County Sheriff's Office via telephone.

Invoices shall be submitted directly to the owner/operator of the vehicle being towed. Invoices shall be detailed with the specific services and the associated contracted rates, with some fees requiring photos and additional documentation. The Contractor shall accept credit card and cash payments, at a minimum.

The County will not be responsible for any costs associated with this Contract, including but not limited to unpaid bills by citizens.

6.19 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- 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 subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item 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 as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.20 Assignment *

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6.21 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal

year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.22 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.23 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.24 Compliance with All State and Local Laws

The Contractor shall comply with all state and local towing laws while performing under this Contract.

6.25 Governing Law/Forum *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.26 Notices

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 CONTRACTOR:

TBD

TO COUNTY:

Via delivery method (a) or (b)

County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, SE, 1st Floor
**Drop Box: Procurement
Bids and Proposals**
Leesburg, Virginia 20175
Attn: Steven Wilson

Or

Via delivery method (c)

P.O. Box 7000
Leesburg, VA 20177-7000

*Due to security restrictions, public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175 ONLY in the **Drop Box labeled: Procurement Bids and Proposals** between the hours of 8:30 a.m. and 5:00 p.m.*

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

6.27 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.28 Authority to Transact Business in Virginia *

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.29 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

6.30 Background Checks

The Contractor shall obtain background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County property.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

6.31 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The County reserves the right to acquire similar, equal, and/or like services from other sources as necessary. The County reserves the right to award separate towing contracts as deemed necessary during the Contract Term.

Further, in emergency situations where additional services are required, the LCSO may request towing services from a Contractor in an adjacent zone or any other available source.

6.32 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.33 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

6.34 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.35 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- 7.1 Demonstrated ability to meet and exceed all requirements (40 points)
- 7.2 Credentials and experience of firm and key personnel (30 points)
- 7.3 Location of storage lot, to include which zones the Offeror would like to be considered for under Section 4.2 (25 points)
- 7.4 Compliance with Terms and Conditions (5 points)

The PAG, comprised of staff from County Administration and LCSO, will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews and site visits with only the top ranked Offerors. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

The PAG may conduct site visits of the top ranked firms to verify facility locations and equipment.

8.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information, *in the following order*, may be cause for the proposal to be rejected.

- 8.1 Signature Page (page 33-34)
- 8.2 Proof of Authority to Transact Business Form (page 35)
- 8.3 How did you hear/Service Response Form (page 36)
- 8.4 W-9 (Section 9.14)
- 8.5 Insurance Certificate (Section 9.15)
- 8.6 Minimum Qualification Information (Section 4.0)
- 8.7 Demonstrated ability to meet and exceed all requirements:
 - A. Provide an outline, in writing, describing how your firm will meet each of the requirements listed in Section 5.0.

- B. Confirm that your firm will only bill for the categories and at the rates provided in Attachment 2.
- C. Provide a list of the number and types of tow vehicles available to be used under the resulting contract. Provide current property tax receipts for the jurisdiction where the vehicles are principally garaged; copy of state registration, operating authority, and state inspection receipt for each vehicle. Provide photocopies of documents listed. The list should include the year, make, model, and mileage of each. Additionally, this list should note if these vehicles are regularly used outside of the zone in which they are being proposed for use and if so, what percentage of time (approximately) they are used outside of the zone.
- D. Provide an equipment list for all tow trucks proposed for use under the Contract. Offerors must identify in which zone the equipment will be used.
- E. Describe the type of communications system your firm uses for dispatch. How does your firm track and dispatch tow vehicles?
- F. Describe the amenities at the tow lot. Provide supporting documentation that the storage lot(s) meet the requirement of Section 5.5.C.
- G. Describe the type of camera/security system that is installed. Does it have recording and storage capabilities? Confirm who has access to any video surveillance footage.
- H. If you lease a lot, describe the level of control and segregation from other businesses sharing the lot.

8.8 Credentials and related experience:

- A. Provide a brief history and description of your firm. Include information regarding experience with any governmental entities, and include the number of years in the towing business, specifically highlighting any experience in police-directed towing and experience in police-directed towing with the County.
- B. Include with your proposal, a list of at least three (3) references for whom similar services have been performed. This list shall include company name, person to contact, address, telephone number, e-mail address, and the nature of the work performed. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
- C. Provide Department of Motor Vehicle (DMV) user number or proof of service used for past two years.
- D. Offerors shall provide a list of employees to operate the vehicles proposed for use under the resulting contract, including their employment status, level of training, copy of Virginia Driver's License and copy of DCJS certification.

- E. Describe what towing related training is required/recommended for drivers beyond any DCJS requirements. Provide a list that includes the title, provider and frequency.
- F. What type of towing related training do you require/recommend for dispatch and management team?
- G. Does your firm intend to use any subcontractors? If so, provide the following information:
 - 1. Name and brief history of subcontractor
 - 2. How/when subcontractor will be used. Will tow trucks arrive with your firm's name or subcontractors name? How will dispatch be notified?
 - 3. Experience working with the subcontractor previously.
 - 4. Confirmation that they meet all requirements noted herein, including being licensed with DCJS.

8.9 Compliance with County's Contract Terms and Conditions:

State your firm's compliance with the Terms and Conditions as listed in Section 6.0. Specifically list any deviations.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- C. All proposals shall be signed by the individual or authorized principals of the firm.
- D. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- E. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the date specified on the cover of this RFP. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be

considered. Proposals will be publicly accepted and logged in at the time and date specified above.

F. Proposals may be submitted via one of the following options:

US Mail to:

County of Loudoun, Virginia
Division of Procurement
PO Box 7000
Leesburg, Virginia 20177-7000;

or

Hand delivered to:

County of Loudoun, Virginia
Division of Procurement,
1 Harrison Street, S.E., **1st Floor,**
Procurement Bids and Proposals Drop Box
Leesburg, Virginia 20175

or

Private carrier (UPS/FedEx) to:

Loudoun County Procurement
1 Harrison Street, S.E.
ATTN: PROCUREMENT BIDS & PROPOSALS
Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted.

Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional 24 hours in the delivery process to ensure proposals are received on time.

Due to security restrictions, public access to County facilities is extremely limited. The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

NOTE: Proposals delivered in person or via private carrier services will not be able to obtain a signature. Please ensure that requirement is removed from the package to avoid delays or rejection of the package.

ALL PROPSOALS MUST BE SUBMITTED AT THIS LOCATION

PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M. **Failure by an offeror to address and label their proposal in accordance with the**

requirements of this section may result in proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.

- G. Each offeror shall submit one (1) original and *one (1) electronic copy (in PDF format) on a USB flash drive* of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP. (If the firm is unable to provide an electronic copy on a flash drive, they are required to provide five physical copies.)

9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received *by 12:00 p.m. December 8, 2023*. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.4 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a “member” may sign or “manager” must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.5 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.6 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

9.7 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

9.8 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.9 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division

of Procurement will schedule the time and location for this presentation.

- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.10 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov/procurement).

9.11 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Procurement.

9.12 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

9.13 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

9.14 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

9.15 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.

9.16 Legal Action

No offeror or potential offeror shall institute any legal action until all statutory requirements have been met.



Loudoun County, Virginia

Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

10.0 PROPOSAL SUBMISSION FORMS
POLICE-DIRECTED TOWING - REISSUE

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 639821 for the price as stated in the price proposal.

A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM: INCLUDED: (X)

1. Addenda, if any (Informality): _____

B. Failure to provide the following items with your proposal may be cause for rejection of proposal as non-responsible or directly rejected. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM: INCLUDED: (X)

1. Addenda, if any: _____

2. Proposal Submission Format (8.0): _____

3. Proof of Authority to Transact Business in Virginia Form: _____

4. One (1) original, one (1) flash drive copy _____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (9.4): _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.



PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**
The Bidder/Offeror:

is a corporation or other business entity with the following SCC identification number:
_____ -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (The County reserves the right to determine in its sole discretion whether to allow such waiver):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 639821

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

Other _____

SERVICE RESPONSE CARD

RFQ 639821

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent Good Average Fair Poor

Did you have contact with Procurement staff?

How would you rate the manner in which you were treated by the Procurement staff?

Excellent Good Average Fair Poor

How would you rate the overall response to your request?

Excellent Good Average Fair Poor

COMMENTS: _____

Thank you for your response!
 We can better assess our service to *you* through feedback from *you*.

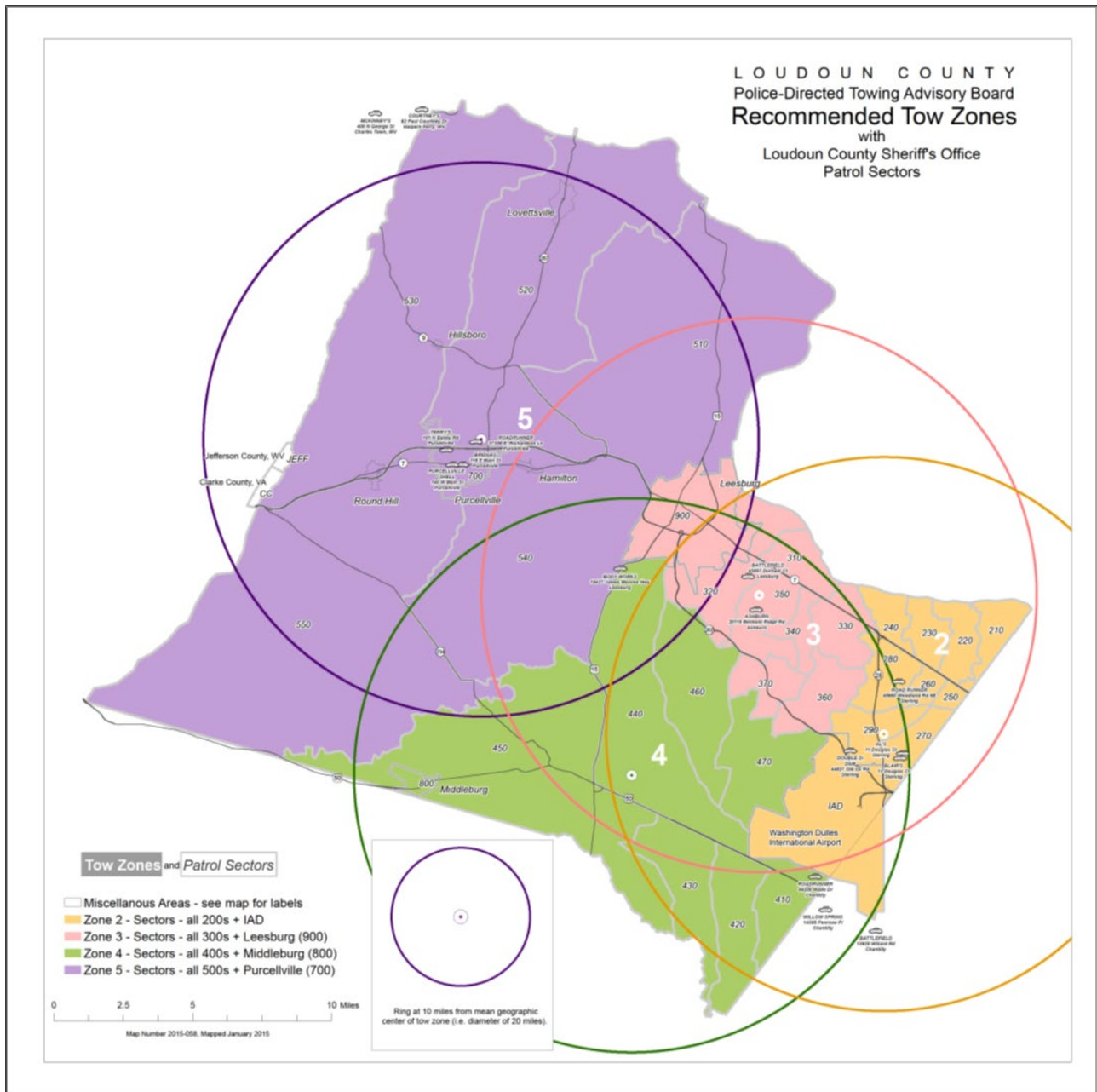
Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Division of Procurement •
 PO Box 7000 • Leesburg, VA 20177**

ATTACHMENT 1: Light Duty Towing Zones with 10 Mile Radius Rule



ATTACHMENT 2: Billing Categories and Fixed Rates

Light Duty: ≤ 14,000 gross vehicle weight		
No.	Definition	Rate
1.	Vehicle for Storage Tow: Non-accident tow in which standard tow equipment is used. No additional special equipment or labor required. Vehicle for storage includes tow back to storage facility.	\$240.00
2.	Crash/Collision Tow: Towing and removal involved in a crash and cleaning of the crash scene. Collision tow fee includes tow back to storage yard (no mileage fee) or first five (5) miles of towing to a different location. Collision service fee should include ordinary use of broom, shovel, minor crash debris (bumper covers, etc.).	\$350.00
3.	Recovery Fee: The deployment and use of specialized equipment, tools and services that are not typically utilized in a crash/collision tow (i.e. vehicle is on its roof over a steep embankment). (Supporting documentation and/or photographs required).	\$245.00
4.	Disabled Tow: Services provided to a vehicle that has become disabled. May or may not be a highway hazard. May require fuel provision, jump start, and/or tire change. Hook up may be required. Dollies inclusive of hook up. <i>(This fee cannot be compounded with other fees contained herein and is a standalone fee).</i>	\$120.00
5.	Hook Up: A tow-truck/recovery vehicle that has attached either an L-arm, chain, hook, cable, and/or wheel dollies, etc. to vehicle that would prevent vehicle from freely driving away without damage or the detachment of chain, cable, hook, L-arm, etc. Use of the winch, end chain, and/or the first snatch block (flatbed) or stinger bard, securement devices, and/or wheel dollies (wheel lift or regular wrecker). Vehicle is never removed from the scene. Otherwise referred to as drop fee. <i>(This fee cannot be compounded with other fees contained herein and is a standalone fee).</i>	\$150.00
6.	Tarping: Provision of weather protection for the contents of the vehicle. Flat fee for any or all windows, all inclusive. Indoor storage is exchangeable with tarping.	\$42.00
7.	Storage/Day: Daily storage fee charged per calendar day to maintain secure possession of a vehicle preventing unauthorized access and theft of the vehicle's content. Storage starts when a vehicle enters a storage facility.	\$60.00
8.	Mileage: Per loaded mile after five (5) road miles.	\$5.00
9.	Extra Cargo during Recovery/Clean Up: Extra scene clean up beyond the ordinary use of a broom, shovel, and the first bucket of absorbent material (documentation required).	\$78.00
10.	Standby Fee: No action taken in excess of thirty (30) minutes upon arrival of tow driver on the scene (charged per ½ hour).	\$72.00
11.	Vehicle Release After Hours: RFP to require: 8:00 a.m.-5:00 p.m. on duty, except on weekends/holidays; after hours available 24/7 by phone with two (2) hours' notice: Release fee may be charged outside of these hours only.	\$42.00

12.	Administrative Fee: Fee authorized once seventy-two (72) hours has lapsed. This fee is intended to be reflective of the use of the tow operators' resources for disposing of an unclaimed or likely-to-be unclaimed vehicle. This fee should be reflective of the costs associated with mechanic's liens, abandoned vehicle paperwork, certified postage, owner notification, auction entry, obtaining title, and other lawful disposal methods.	\$150.00
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NO FEES OTHER THAN THOSE LISTED ABOVE MAY BE CHARGED.

Heavy Duty: ≥ 14,000 gross vehicle weight		
No.	Definition	Rate
1.	Standard Tow: Non-accident tow in which standard tow equipment is used. No additional special equipment or labor required. Vehicle for storage includes tow back to storage facility.	\$575.00
2.	Crash/ Collision Tow: Towing and removal involved in a crash and cleaning of the crash scene. Includes tow back to storage yard (no mileage fee) or first five (5) miles of towing to a different location. Service fee should include ordinary use of broom, shovel, minor crash debris (bumper covers, etc.). This includes the use of one Heavy Duty boom/tow truck. This fee would apply to each additional Heavy Duty boom/tow truck/wrecker.	\$1,000.00
3.	Mileage fee: charge per mile after initial five (5) miles for towing to a different location	\$11.00
4.	Disabled Heavy Duty Tow: Services provided to a vehicle that has become disabled. May or may not be a highway hazard. May require fuel provision, jump start and or tire change. Hook up may be required. Dollies inclusive of hook up. <i>(This fee cannot be compounded with other fees contained herein and is a standalone fee).</i>	\$513.00
5.	Rollover: One-time fee per incident. When all vehicle tires are not in contact with the roadway surface/ground. For combination vehicles (i.e. truck with a trailer), this fee can be applied if either portion of the combination meets the definition, however, it can only be applied once per combination.	\$1,000.00
6.	Recovery Time: Charge per hour on site. This may only be charged with a Crash/Collision Tow and applies to each Heavy Duty boom/tow truck/wrecker used.	\$370.00
7.	Specialized Equipment:	
	Skid Loader/Tractor: Use of a skid load or tractor for cleanup with operator. Charge per hour per piece of equipment.	\$300.00
	Road tractor with Landoll style trailer: Use of a Landoll style trailer with operator (regardless of the number of axles). Charge per hour.	\$320.00
	Road tractor with lowboy style trailer: use of a lowboy style trailer with operator (regardless of the number of axles). Charge per hour.	\$370.00

	Road tractor with dry box: use of a dry box with operator. Charge per hour	\$320.00
	Other specialized heavy equipment: use of other specialized equipment not listed elsewhere. Charge per hour.	\$300.00
8.	Storage: Fee based upon per linear foot of towed vehicle.	\$5.00 per foot/per day
9.	Vehicle Release After Hours: RFP to require: 8:00 a.m.-5:00 p.m. on duty, except on weekends/holidays; after hours available 24/7 by phone with two (2) hours' notice: Release fee may be charged outside of these hours only. Exceptions for "live loads" including animals, food, or perishable goods.	\$55.00
10.	Administrative: Fee authorized once seventy-two (72) hours has lapsed. This fee is intended to be reflective of the use of the tow operators' resources for disposing of an unclaimed or likely-to-be unclaimed vehicle. This fee should be reflective of the costs associated with mechanic's liens, abandoned vehicle paperwork, certified postage, owner notification, auction entry, obtaining title, and other lawful disposal methods.	\$150.00

NO FEES OTHER THAN THOSE LISTED ABOVE MAY BE CHARGED.