



## MEMORANDUM

**Date:** July 16, 2025

**TO:** Towing Advisory Board  
-Chief Phillip Young, Law Enforcement Representative  
-Jeffrey McCarty, Law Enforcement Representative  
-Robert Young, Towing Operator Representative  
-Joe Mitchell, Towing Operator Representative  
-Kirby Shipman, General Public Representative

**FROM:** Robert J. Wood, Town Manager

**RE:** Board Meeting

The Town Manager has called a meeting of the Town of Rocky Mount Towing Advisory Board for August 6, 2025, at 5:00 p.m. to be held in the conference room of the Rocky Mount Municipal Building.

The meeting is to discuss potential changes to the towing rules and regulations that have been reviewed and redrafted since the last meeting.

This meeting is open to the public.

Attachments (2)

cc: John T. Boitnott, Town Attorney



TOWING ADVISORY BOARD MEETING  
AGENDA

August 6, 2025

5:00 PM

Conference Room, Rocky Mount Municipal Building  
345 Donald Avenue, Rocky Mount, Virginia

- 
1. Roll Call
  2. Approval of Agenda
  3. Discuss potential changes to towing rules and regulations
  4. Adjournment



**TOWING SERVICES CONTRACT BETWEEN  
THE TOWN OF ROCKY MOUNT &  
XXXXXX FOR THE TOWN OF ROCKY MOUNT POLICE-INITIATED TOWING  
SERVICES**

This Contract is dated XXXXXX, between the Town of Rocky Mount, Virginia, hereinafter referred to as the "Town" or "Owner," and legal name/address of contractor, hereinafter referred to as the "Contractor,"

**WITNESSETH:**

WHEREAS, Contractor has been awarded this nonexclusive Contract by the Town for furnishing all equipment, materials, goods, labor, and services necessary for Town of Rocky Mount police-initiated towing services and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the "work" or "project."

**NOW, THEREFORE, THE TOWN AND THE CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 1. WORK/SERVICES TO BE PROVIDED & DOCUMENTS.**

For and in consideration of the money hereinafter specified to be paid by citizens to the Contractor for the work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the Town to fully perform the services, provide any materials necessary, and complete the work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, as follows:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work/Fee Schedule (Exhibit 2).
3. Town of Rocky Mount Map (Exhibit 3).
4. Contractor Created Bid Form Completed by Contractor and dated \_\_\_\_\_ (Exhibit 4). **(To be provided after selection of Successful Bidder.)**
5. Invitation for Bid No. or Request for Proposal No. \_\_\_\_\_, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the Town documents and this Contract will control over any Contractor supplied documents or information.

**SECTION 2. INCLUSION ON TOWN'S CONTRACT TOWING LIST.**

Contractor agrees to abide by the terms set forth in this Contract as a towing contractor responding to police-initiated towing requests as assigned by the Rocky Mount Police Department or Dispatch. Contractor understands and agrees that other towing contractors on the Town's contract towing list may be called upon to respond to police-initiated towing requests on a rotating basis. It is further understood that if an individual citizen requests their own towing or recovery operator, then such request does not constitute a police-initiated tow. Should Franklin County's 911 dispatch center request a Contractor out of sequence, Contractor's sole remedy is to request that it be placed at the head of the Town's contract towing list once it has been proven to the satisfaction of Town staff that the Contractor was improperly passed over. Contractor's failure to comply with any of the terms and conditions of this Contract may result in suspension from the Town's contract towing list and the termination of this Contract as provided herein.

Contractor understands and agrees that no person may have an ownership interest in both Contractor and in any other contract tower that is awarded a contract to be placed on the Town's Contract Towing List; no person may have an ownership interest in more than one legal entity that is awarded a contract to be on the Town's Contract Towing List.

**SECTION 3. DEFINITIONS.**

The following terms and phrases shall have the following meanings as they relate to the terms and conditions of this Contract:

**Additional labor fee:** A supplemental fee set forth in Section 4 of this Contract that may be charged when Contractor can provide documentation showing the additional labor was essential to the towing and/or recovery service.

**Administrative service fee:** A supplemental fee set forth in Section 4 of this Contract that may be charged for the administrative costs associated for a vehicle crash recovery tow, when the vehicle involved has been stored by Contractor.

**Clean-up fee:** A supplemental fee set forth in Section 4 of this Contract that may be charged as a result of a vehicle crash recovery tow, for the use of up to one bag of Stay-Dry, the removal of up to one bag of trash, and the removal of small car parts, when the use of said item is necessary to effectuate a particular tow.

**Contract tower or Contractor:** The individual or legal entity that has contracted with the Town to provide police-initiated towing services from a specific business address within the Town and comply with all terms and conditions of this Contract.

**Town's contract towing list:** The rotating list used by the Town to secure the towing services of private providers as a result of a police-initiated towing need.

**Criminal incident tow:** The towing and removal of a vehicle that is necessary due to the criminal misconduct of the operator of the towed vehicle, or any passenger of the towed vehicle. This includes, but is not limited to, operators who are driving while intoxicated, and operators who are

driving with a suspended license or with no valid license. The maximum fees for criminal incident tow services are those set forth in Section 4 of this Contract.

**Daily storage fee:** A supplemental fee set forth in Section 4 of this Contract that may be charged per day for the storage and safekeeping of a towed vehicle that has been stored at or in a facility owned or operated by a towing contractor. No charge shall be made for the storage and safekeeping of a towed vehicle for the first 24-hour period following the tow.

**Daytime hours:** 7:00 a.m. to 7:00 p.m.

**Evening hours:** 7:00 p.m. to 7:00 a.m.

**DMV processing fee:** A supplemental fee, set forth in Section 4 of this Contract, that may be charged after a particular vehicle has been stored at or in a facility owned or operated by a towing contractor for a period exceeding 48 consecutive hours, and when it is necessary for the towing contractor to initiate a search of DMV records to determine the owner and/or any lienholder of the towed vehicle.

**Heavy-duty tow:** The towing and removal of a Class 7 or Class 8 heavy-duty vehicle as described by the Towing and Recovery Association of America, Inc. ("TRAA") Vehicle Identification Guide, as it may be updated from time to time.

**Illegally parked vehicle tow:** The towing and removal of a vehicle that is illegally parked. The maximum fees for illegally parked vehicle tow services are those set forth in Section 4 of this Contract.

**Inclement weather fee:** A supplemental fee set forth in Section 4 of this Contract that may be charged for a police-initiated tow service that is impacted by significant inclement weather conditions, including snow, ice, and flooding.

**Light-duty tow:** The towing and removal of a Class 1 or Class 2 light-duty vehicle as described by the TRAA Vehicle Identification Guide, as it may be updated from time to time.

**Medium-duty tow:** The towing and removal of a Class 3, Class 4, Class 5 or Class 6 medium-duty vehicle as described by the TRAA Vehicle Identification Guide, as it may be updated from time to time.

**Police-initiated towing service:** All requests made by representatives of the Police Department and/or the Franklin County 911 dispatch center to tow a privately-owned vehicle.

**Reopen fee:** A supplemental fee set forth in Section 4 of this Contract that may be charged when an employee of Contractor must report to the place of business when the business is closed specifically to release a vehicle.

**Towing Advisory Board:** The board appointed by the Rocky Mount Town Council to consist of a representative from the general public, representatives of the Police Department, and representatives from the local towing and recovery industry as provided for by law.

**Unattended, abandoned, or immobile vehicle tow:** The towing and removal of a vehicle that has been left unattended, abandoned, or otherwise immobile. The maximum fees for unattended, abandoned, or immobile vehicle tow services are those set forth in Section 4 of this Contract.

**Vehicle crash recovery tow:** The towing and removal of a vehicle that has been involved in an event that produces damage to the vehicle. The towing and removal of a vehicle that is needed as a result of a crash and not a result of the vehicle being left unattended, abandoned, immobile or otherwise breaking down. The fees for vehicle crash recovery tow services are those set forth in Section 4 of this Contract.

**Wrap and tarp fee:** A supplemental fee set forth in Section 4 of this Contract that may be charged as a result of a vehicle crash recovery tow, when the use of a wrap or a tarp is necessary to effectuate a particular tow.

**SECTION 4. FEE SCHEDULE.**

Contractor agrees to the following fees that Contractor may charge private citizens for the following police-initiated towing services. Fees apply to each vehicle towed. Only those fees listed below may be charged by Contractor for police-initiated towing services. If the Town Manager or his designee determines Contractor has charged a fee not listed in the fee schedule or has charged an amount greater than an amount listed in the fee schedule, then Contractor may be subject to immediate removal from the Town’s contract towing list and termination of this Contract as provided herein.

Any additional equipment needed that is not listed shall be based on reasonable fees of industry standards including but not limited to: Stay Dry Blowers, scrubbers and other equipment needed in order to provide a safe working environment for all.

<b>Light-duty tow</b>	
Illegally parked vehicle tow	\$200 - daytime, \$250 - evening
Unattended, abandoned, or immobile vehicle tow	\$185 - daytime, \$225 - evening
Criminal incident tow	\$250 - daytime, \$300 - evening
Vehicle crash recovery tow	\$285 per hour, with a 2-hour maximum – daytime \$350 per hour, with a 2-hour maximum - evening
<del>Vehicle crash recovery tow – Town of Rocky Mount rural area</del>	<del>\$285 per hour – daytime \$350 per hour – evening</del>
<b>Medium-duty tow</b>	
Medium-duty vehicle tow	Reasonable fee, based upon industry standards
<b>Heavy-duty tow</b>	

**Commented [MM1]:** Tow Board - Do we want a max or no?

Heavy-duty vehicle tow	Reasonable fee, based upon industry standards
<b>Additional fees</b>	
Daily storage fee	\$60 per day
DMV processing fee	\$350
Inclement weather fee	Up to 50% increase of the base-tow
Reopen fee	\$95
Clean-up fee	\$150
Administrative service fee	\$125
Wrap and tarp fee	\$95
Additional labor fee	\$125 per hour, per laborer

**Commented [MM2]:** Tow Board - Review fees. All fees are Roanoke County's. I haven't changed any of these.

The Town shall not be responsible for any towing or storage fees, advertisement fees or expenses, or any other fees or expenses incurred in connection with the police-initiated towing services provided by Contractor.

Contractor shall charge individuals or entities directly, and not the Town, for towing service calls consistent with the fee schedule set forth herein.

**SECTION 5. TERM OF CONTRACT.**

- A. The term of this Contract shall be for one (1) year, from \_\_\_\_\_, through \_\_\_\_\_, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the Town.
- B. By mutual agreement of the parties, the Contract may be renewed for up to four (4) additional one (1) year periods. If either party wants to renew the Contract, that party shall give a written request to renew to the other party before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within ten (10) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within ten (10) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.
- C. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.
- D. The fees set forth in Section 4 of this Contract may be modified for any renewal period, so long as mutually agreed to by both parties. Town staff may consider recommendations made

annually by the Towing Advisory Board as to any amendments made to fees set forth in Section 4 of this Contract.

**SECTION 6. TOWING & RECOVERY RESPONSE TIMES.**

The Contractor shall respond promptly to a police-initiated towing service pursuant to this Contract, and shall comply with the following maximum response times to a call for service:

- The response time for responding to a police-initiated towing request for a vehicle located within the Town limits shall be thirty (30) minutes during daytime hours, and forty (40) minutes during evening hours, on weekends, holidays, and during periods of significant inclement weather.

The Contractor further agrees that the police-initiated towing services shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time.

**SECTION 7. CHARGES & STORAGE.**

Contractor shall provide a secure, illuminated (during evening hours of operation) impound lot and public accommodations at their place of business. Contractor's impound lot shall be maintained at Contractor's own risk and expense. Under normal circumstances, Contractor will tow vehicles to Contractor's impound lot unless instructed by the Police Department to tow a certain vehicle to the Town's impound lot.

**SECTION 8. SALES TAX EXEMPTION.**

The Town is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the Town's use or consumption. The Town's Virginia Sales and Use Tax Certificate of Exemption number is available upon request. The Town's tax-exempt status shall not inure to the benefit of Contractor. Contractor shall be liable for all applicable local, state and federal taxes that may arise or be due under this Agreement.

**SECTION 9. INSPECTION.**

Town staff may inspect Contractor's equipment to ensure compliance with the equipment requirements of this Contract.

**SECTION 10. WARRANTY OF SERVICES.**

Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor warrants that all services provided by Contractor to individuals will be performed in a professional manner, good, and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor will exercise due care in the performance of all towing, recovery, and storage duties contemplated under this Contract. Contractor warrants that all of Contractor's employees will conduct themselves in a professional manner when interacting with citizens, the Franklin County 911 dispatch center, and Police Department personnel.

Contractor additionally warrants that neither Contractor nor Contractor's employees will interfere with an investigation of an accident scene or crime.

**SECTION 11. PAYMENTS TO OTHERS BY CONTRACTOR.**

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities. Contractor further agrees that the Contractor shall indemnify and hold the Town harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract.

**SECTION 12. HOLD HARMLESS & INDEMNITY.**

Contractor shall indemnify and hold harmless the Town and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees', agents', or subcontractors' actions, activities, or omissions, negligent or otherwise, on or near Town's property or arising in any way out of or resulting from any of the work to be provided under this Contract. This includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless the Town, and its officers, agents, and employees from any and all demands for fees, claims, suits, actions, causes of action, settlements or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

**SECTION 13. COMPLIANCE WITH LAWS AND REGULATIONS, & IMMIGRATION LAW.**

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable criteria for drivers of tow trucks and towing recovery operators that may be established by the Commonwealth of Virginia, all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not, and shall not during the performance of its Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

**SECTION 14. INDEPENDENT CONTRACTOR.**

The relationship between Contractor and the Town is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

**SECTION 15. REPORTS, RECORDS, & AUDIT.**

Contractor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year covered by this Contract.

The Town, its authorized employees, agents, representatives, and/or state auditors, shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the Town's right to audit and/or examine any of the Contractor's documents and/or data as the Town deems appropriate to protect the Town's interests.

**SECTION 16. INSURANCE REQUIREMENTS.**

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as set forth in Exhibit 1, including workers' compensation coverage, regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by the Town within 30 days of the execution of this Contract or as otherwise required by the Town.

**SECTION 17. DEFAULT.**

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the Town may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the Town may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the Town resulting from Contractor's default. The Town further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

**SECTION 18. NONWAIVER.**

Contractor agrees that the Town's waiver or failure to enforce or require performance of any term or condition of this Contract or the Town's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the Town from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the Town from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

**SECTION 19. FORUM SELECTION & CHOICE OF LAW.**

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Franklin County Circuit Court, or in the Franklin County General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party but shall be construed according to their fair and customary meaning as if both parties jointly prepared this Contract.

**SECTION 20. SEVERABILITY.**

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected, and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 21. NONDISCRIMINATION.**

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

- i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender, or any other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
- iii. 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.

B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**SECTION 22. DRUG-FREE WORKPLACE.**

A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for 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 is prohibited in the 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 Contractor that 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.

B. 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, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of the

contract.

**SECTION 23. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the Town does not discriminate against faith-based organizations.

**SECTION 24. ASSIGNMENT.**

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the Town, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

**SECTION 25. SUCCESSORS & ASSIGNS.**

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

**SECTION 26. HEADINGS.**

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

**SECTION 27. COUNTERPART COPIES.**

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

**SECTION 28. AUTHORITY TO SIGN.**

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

**SECTION 29. NOTICES.**

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To Town:                      Town of Rocky Mount  
   Town Manager  
   345 Donald Avenue  
   Rocky Mount, VA 24151

If to Contractor: \_\_\_\_\_  
   Attn: \_\_\_\_\_, President/CEO  
   \_\_\_\_\_  
   \_\_\_\_\_

Email Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

**SECTION 30. PROTECTING PERSONS & PROPERTY.**

The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the work or in the vicinity of the work or that may be affected by the Contractor's operation in connection with the work. The Contractor will maintain adequate protection of all Contractor's work to prevent damage to it and shall protect the Town's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire work and will be liable for all damages to the work, including, but not limited to, damages to any property of the Town or to any property in the vicinity or adjacent to the work. All damage with respect to the work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the Town shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type. Furthermore, any damage to concrete curbs, gutters, sidewalks, or any existing facility, whether owned by the Town or others that may occur during the work, shall be repaired or replaced by the Contractor, at Contractor's sole expense, as directed by and to the satisfaction of the Town.

**SECTION 31. SUSPENSION OR TERMINATION OF CONTRACT BY TOWN.**

The Town, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time.

1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the Town may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Town for any damages allowed by law, and upon demand of Town shall promptly pay the same to Town.
2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the Town and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
3. The rights and remedies of the Town provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and Town may pursue any and all such rights and remedies against Contractor as it deems appropriate.

**SECTION 32. ETHICS IN PUBLIC CONTRACTING.**

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

**SECTION 33. COMPLIANCE WITH STATE LAW.**

Contractor shall comply with the provisions of Section 2.2-4311.2 of the Virginia Code, as amended, which provides that 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 or as otherwise required by law. Contractor 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, to be revoked or cancelled at any time during the term of the Contract. The Town may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

**SECTION 34. OWNERSHIP OF REPORTS & DOCUMENTS.**

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to the Town and all such items shall become the sole property of the Town. The Contractor agrees that the Town shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the Town may reproduce, copy, and use all such items as the Town deems appropriate, without any restriction or limitation on their use and without any cost or charges to the Town from Contractor. Contractor hereby transfers and assigns all such rights and items to the Town. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the work or for which it accepts payment in whole or in part.

**SECTION 35. PROCESS FOR REVIEWING CITIZEN COMPLAINTS.**

Any citizen complaint filed against Contractor shall be investigated by the Town Manager or his designee, and the Town Manager or his designee may consult with members of the Towing Advisory Board in the disposition of any complaint. If the Town Manager or his designee concludes that Contractor has charged an unreasonably high fee for towing services, even if such fees are in not in conflict with the Fee Schedule set forth in Section 4, and Contractor declines to reduce the fee charged to an amount acceptable to the Town Manager or his designee, the Town Manager or his designee may elect to terminate this Contract.

**SECTION 36. BUSINESS REQUIREMENTS.**

- A. Contractor shall operate and have a physical business location within the Town of Rocky Mount.
- B. Contractor shall provide a secure, illuminated (during evening hours of operation) impound lot and public accommodations at Contractor's place of business.

- C. Contractor shall have at least five (5) years of public-safety tow experience; in other words, Contractor shall have at least five (5) years of experience in providing towing services that include the towing of vehicles that have been involved in event(s) that produced damage to the vehicles.
- D. Towing services shall be available twenty-four (24) hours per day, seven (7) days per week to provide police-initiated towing services pursuant to this Contract.
- E. Contractor shall provide to the Town a list that includes the name, date-of-birth, and current address for each of Contractor's drivers providing services under this Contract. This information must be provided to the Town for any new hires within thirty (30) days of hire date.
- F. Contractor shall comply with all applicable local and State licensing requirements, including maintaining proper decals and business licenses on applicable equipment.
- G. Contractor shall comply with all laws and regulations applicable to towing and recovery operators under the laws of the Commonwealth of Virginia.

**SECTION 37. EQUIPMENT REQUIREMENTS.**

- A. During the performance of this Contract, Contractor shall own or contractually lease the following minimum equipment for use during the work performed under this Contract:
  - i. One (1) factory-built roll back carrier, with a minimum of 19,500-pound gross vehicle weight, and a minimum bed length of nineteen (19) feet;
  - ii. One (1) twin line hydraulic wrecker with extendable boom and independent wheel lift, with a minimum of an 8-ton boom rating, with a minimum of 11,000-pound gross vehicle weight, and a maximum of 33,000-pound gross vehicle weight;
  - iii. One (1) 50-ton rotator or larger that meets the following:
    - a. A boom structural rating (by the Towing Equipment Manufacturers Association or the Society of Automotive Engineers) of 80,000 pounds;
    - b. A minimum of two (2) planetary or worm drive winches with a minimum of 200 feet of 3/4-inch wire rope each;
    - c. The boom shall elevate to a working-height of thirty (30) feet (at fifty (50) degrees) minimum;
    - d. The truck chassis shall be a minimum of 62,000-pound gross vehicle weight;
  - ~~iv. One (1) 30-ton wrecker that meets the following:
 
    - a. A 30-ton hydraulic, extendable boom, heavy duty wrecker;~~

Commented [MM3]: Robert Young recommendations

- b. ~~A boom structural rating (by the Towing Equipment Manufacturers Association or the Society of Automotive Engineers) of 60,000 pounds;~~
  - c. ~~A minimum of two (2) winches each with a minimum of 200 feet of 3/4 inch or 5/8 inch wire rope;~~
  - d. ~~The boom shall extend beyond the tailgate at least 120 inches;~~
  - e. ~~The boom shall elevate to a working height of eighteen (18) feet (at thirty (30) degrees) minimum;~~
  - f. ~~The truck chassis shall be a tandem axle and a minimum of 52,000 pounds gross vehicle weight;~~
  - g. ~~The unit shall have an under reach tow unit rated at 35,000 pounds (retracted) lifting capacity;~~
  - v. ~~One (1) heavy duty skid steer or rubber tracked loader with a bucket, broom, and fork attachments;~~
  - vi. ~~One (1) support vehicle with an enclosed utility body and additional tools, equipment, and materials as required by the Virginia Department of Transportation's Towing and Recovery Incentive Pilot Program for support vehicles or one (1) tandem axle enclosed utility trailer pulled by a tow vehicle with additional tools, equipment and materials as required by the Virginia Department of Transportation's Towing and Recovery Incentive Pilot Program for support vehicles;~~
- B. Upon request by the Town, Contractor shall provide proof of ownership or lease of any of the above required equipment.
- C. Contractor shall install and maintain global positioning system (GPS) technology on each piece of equipment providing services under this Contract. Upon request by the Town, Contractor shall provide to the Town any data derived from any GPS technology which is relevant to the work performed under this Contract.
- D. Contractor shall properly register its equipment with the Virginia Department of Motor Vehicles, shall meet all motor vehicle inspection requirements established by the Commonwealth of Virginia, and shall label all equipment used for towing and recovery with the company's name and telephone number.

**SECTION 38. TRAINING REQUIREMENTS.**

- A. ~~Contractor's drivers shall each complete the Strategic Highway Research Program 2 (SHRP 2) training within ninety (90) days of the beginning of the term of this Contract or as soon as a SHRP 2 training course is offered if one is not offered within ninety (90) days of the beginning of the term of this Contract. Any new driver shall receive and complete the SHRP 2 training~~

~~within ninety (90) days of being hired or as soon as a SHRP 2 training course is offered if one is not offered within ninety (90) days being hired.~~

~~B. Contractor's drivers shall each complete at least one (1) of the following advanced training courses:~~

- ~~i. WreckMaster Level 2/3 Hands-On Training;~~
- ~~ii. WreckMaster Level 4/5 Hands-On Training;~~
- ~~iii. WreckMaster Level 6/7 Hands-On Training;~~
- ~~iv. WreckMaster Level 8/9 Hands-On Training;~~
- ~~v. WreckMaster TRIP L1 Hands-On Training;~~
- ~~vi. Wreckmaster TRIP L2 Hands-On Training;~~
- ~~vii. Wes Wilburn Consulting Training;~~
- ~~viii. Virginia Association of Towing & Recovery Operators Pro Training; or~~
- ~~ix. Another Town approved advanced training program, after Town staff consult with members of the Towing Advisory Board.~~

~~C. Contractor's drivers hired after execution of this Contract shall each complete at least one (1) of the following online training courses:~~

- ~~i. Wreckmaster Towing Recovery Operator Certification Program;~~
- ~~ii. Towing and Recovery Association of America Inc. National Driver Certification Program; or~~
- ~~iii. Another Town approved online training program, after Town staff consult with members of the Towing Advisory Board.~~

~~D. Contractor's drivers shall complete at least eight (8) hours of relevant continuing education courses every twelve months.~~

~~E. Contractor shall maintain records of all training courses completed by drivers performing work under this Contract and shall provide training records to the Town upon request.~~

**SECTION 39. ABILITY TO SUBCONTRACT.**

Contractor may use another contractor on the Town's contract towing list to perform the Contractor's obligations under this Contract; provided, that a Contractor's use of a subcontractor shall not release the Contractor from any duty or liability to fulfill the Contractor's obligations under this Agreement. Contractor shall act as the prime contractor for the towing services to be provided under this Contract

and shall be the sole point of contact with regard to all obligations to the Town and to the citizens under this Contract. Contractor shall be solely responsible for all work performed and equipment provided by subcontractor. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor under this Contract.

**SECTION 40. ENTIRE CONTRACT.**

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

(Full Legal Name of Vendor)

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

TOWN OF ROCKY MOUNT, VIRGINIA

By \_\_\_\_\_

\_\_\_\_\_  
Town Manager

Approved as to form:

\_\_\_\_\_  
Town Attorney

**CONTRACT BETWEEN TOWN OF ROCKY MOUNT AND XXXXX  
FOR POLICE INITIATED TOWING SERVICES**

**EXHIBIT 1: SAMPLE CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

**Commented [MM4]:** Tow Board - I assume we want all of this or maybe pair down some?

INSURANCE REQUIREMENTS SECTION

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the Town of Rocky Mount (Town), and such proof has been approved by the Town. The Contractor confirms to the Town that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The Town and its officers, employees, agents, assigns, and volunteers shall be added as an additional insureds, by endorsement, to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the Town of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the Town with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
- (1) The Town and its officers, employees, agents, assigns, and volunteers are additional insureds by endorsement as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).
- OR
- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the Town and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective

prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the Town's Finance Director, in such Finance Director's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Finance Director deems acceptable. The Town of Rocky Mount shall also be named as the Certificate Holder.

C. **The following insurance coverages and limits are required in order to provide services or materials to the Town of Rocky Mount. These limits may be adjusted depending on the type of service or materials being provided and the exposure to risk.**

The Successful Offeror shall carry Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the Town, their council boards and members thereof, officers, agents, employees and volunteers as additional insureds, by endorsement, on the Commercial General Liability, Automobile Liability and Excess/Umbrella Liability coverage. The additional insured status shall be endorsed to the coverage with the provision that this coverage "is primary to all other coverage the Town of Rocky Mount may possess." A Certificate of Insurance evidencing the additional insured status must be presented to the Town along with a copy of the Endorsement prior to work or services beginning.

The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Best. In addition, the insurer shall agree to give the Town 30 days' notice of its decision to cancel coverage.

(1) **Workers' Compensation**

Statutory Virginia Limits

Employers' Liability Insurance

- \$100,000 for each Accident by employee
- \$100,000 for each Disease by employee
- \$500,000 policy limit by Disease

(2) **Commercial General Liability - Combined Single Limit**

- \$1,000,000 each occurrence including contractual liability for specified agreement
- \$2,000,000 General Aggregate (other than Products/Completed Operations)
- \$2,000,000 General Liability-Products/Completed Operations

- \$1,000,000 Personal and Advertising injury
- \$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

(3) **Business Automobile Liability** – including owned, non-owned and hired car coverage

- Combined Single Limit - \$1,000,000 each accident

Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liability's provisions of the Contract.

- D. Contractual Liability covers the following indemnity agreement: "The Successful Offeror agrees to indemnify, defend and hold harmless the Town of Rocky, their council boards and members thereof, officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the Town's sole negligence."
- E. The continued maintenance of the insurance policies and coverages required by the Agreement is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Consultant/Contractor for default.
- F. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant/Contractor, and/or its subcontractors, or their insurance carriers. The Town does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant/Contractor's interest or liabilities but are merely minimums. The obligation of the Consultant/Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Consultant/Contractor in the event that the Town or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance.
- G. The classification code numbers appearing on the Commercial General Liability coverage parts shall not exclude the symbols "X-C-U".
- H. The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance

protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with the Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the Town of Rocky Mount. This policy shall be endorsed to be primary with respect to the additional insured.

I. The certificate holders on the Accord form Certificates of Insurance shall be:

**Town of Rocky Mount**  
345 Donald Avenue  
Rocky Mount, VA 24151  
Attn: Finance Dept.

J. **Claims Made Policies**

If the liability insurance has been issued on a "claims made" basis, the Successful Offeror must either:

- (1) Agree to provide certificates of insurance evidencing the above coverage for a period of three (3) years after final payment under the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Offeror's work; or
- (2) Purchase the extended reporting period endorsement for the policies and provide certificates of insurance and a copy of the endorsement.

#### **BOND REQUIREMENTS SECTION**

The Contractor shall comply with the bond requirements set forth in the Contract, including the items set forth below:

A. Except in cases of emergency, all bids for construction contracts shall be accompanied by a bid bond from a surety company selected by the bidder, which is legally authorized to do business in Virginia.

- (1) A bid, payment or performance bond for contracts for goods or services other than construction may be required if provided in the Invitation for Bid.
- (2) The amount of the bid bond shall not exceed five percent (5%) of the total amount of the bid.
- (3) In lieu of a bid bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond.
- (4) Upon award of any public construction contract exceeding \$100,000 awarded to any prime contractor, such contractor shall furnish:

- i. Performance bond in the sum of the contract amount.
  - ii. Payment bond in the sum of the contract amount.
- (5) Performance and/or payment bonds may be required for construction contracts below \$100,000 at the discretion of the Town.
- (6) In cases of emergency performance bonds/payment bonds are required within ten (10) calendar days of notice to proceed/project commencement.

**END**

**CONTRACT BETWEEN TOWN OF ROCKY MOUNT AND XXXXX  
FOR POLICE-INITIATED TOWING SERVICES**

**EXHIBIT 2: SCOPE OF WORK/FEE SCHEDULE**

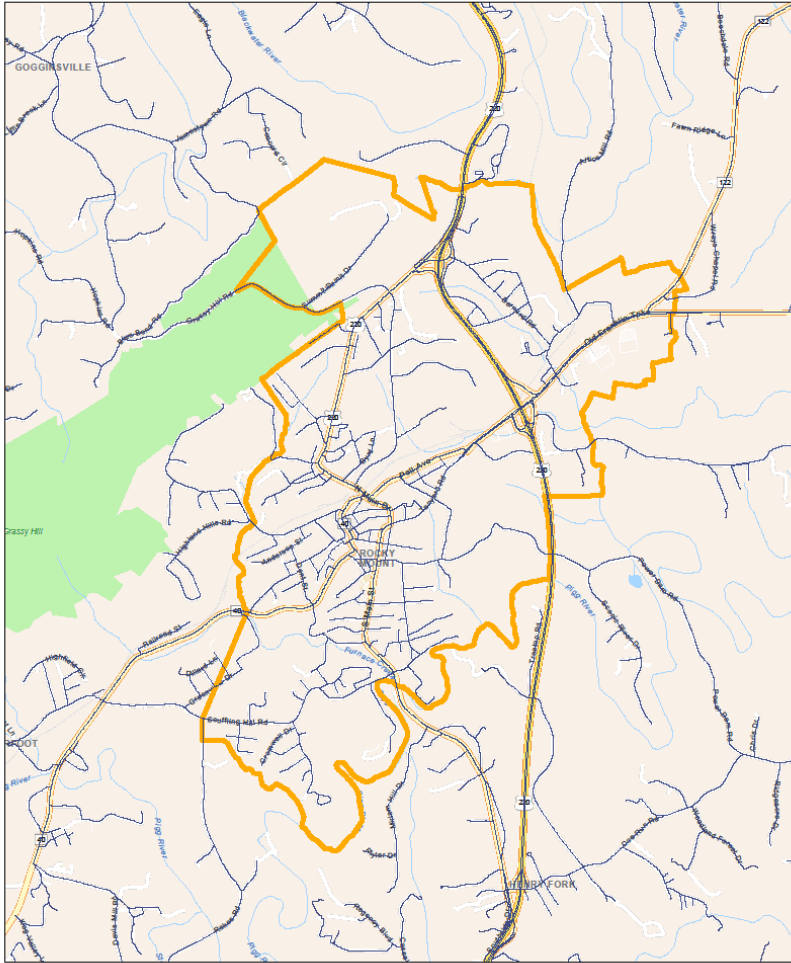
The services, work, and/or items that the Contractor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:

The final scope of services will be negotiated with the Selected Offeror.

**CONTRACT BETWEEN TOWN OF ROCKY MOUNT AND XXXXX  
FOR POLICE-INITIATED TOWING SERVICES**

**EXHIBIT 3: TOWN OF ROCKY MOUNT MAP**

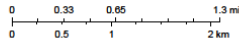
**Town of Rocky Mount**



7/11/2025

- Roads\_GPS
- Town\_Boundary\_Limits

1:36,112



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community



Jessica Angle

## **ATTACHMENT B: PROPOSAL RESPONSE AND CHECKLIST**

**Commented [MM5]:** Tow Board - We ask for a lot of stuff in this section. Do we need to pair this down? It also references an RFP process that we are not doing.

Fully complete the following pages and submit along all applicable attachments.

### **I. General Information**

Offeror's (Legal Business) Name: \_\_\_\_\_

Doing Business As (If Different Name): \_\_\_\_\_

Person to Contact Regarding this RFP (Name): \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Business address (physical): \_\_\_\_\_

Impound lot address (physical): \_\_\_\_\_

#### Check type of organization:

Corporation \_\_\_\_

Partnership \_\_\_\_

Sole Proprietor (Individual) \_\_\_\_

Other (describe) \_\_\_\_\_

If Sole Proprietor (individually owned), number of years in business: \_\_\_\_

Have you ever operated under another name? Yes \_\_\_\_ No \_\_\_\_

If yes -

Other name: \_\_\_\_\_

Number of years in business under this name: \_\_\_\_\_

State license number under this name: \_\_\_\_\_

**II. Organization of Firm**

The Offeror should submit as **Attachment 1** to their proposal, at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.

**III. Financial Condition of Offeror**

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP.

The Offeror shall submit as **Attachment 2**, a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 3(G) of this RFP.

**IV. Experience**

The Offeror shall submit as **Attachment 3**, a narrative of their firm's experience in providing the services and/or items in this RFP, including type of business, business location, and number of years in business.

**V. References**

Each Offeror should provide as **Attachment 4**, the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the Town. Each reference should include organizational name, official address, contact person, title of contact, and phone number.

**VI. Conditions of Offeror's Proposal**

Offeror shall submit as **Attachment 5**, any conditions to the Offeror's proposal or exceptions to the sample contract (Attachment A to the RFP).

**VII. Conflict of Interest**

\_\_\_\_\_ Offeror, owner, officer, employees, agents and immediate family members are not now, and have not been in the past year, an employee of the Town of Rocky Mount or has no responsibility or authority with the Town that might affect the procurement transaction or any claim resulting therefrom. (Initial above.)

OR

State the complete name and address of each such person and their connection to the Town of Rocky Mount. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 (L) of the RFP, apply to this RFP.

Name

Address

---

---

---

**VIII. Convictions and Debarment**

If you answer yes to any of the following, state on **Attachment 6** the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

1. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
  - a. Ever been found guilty on charges relating to conflicts of interest?  
Yes \_\_\_ No \_\_\_
  
2.
  - a. Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state or local government work for any reason?  
Yes \_\_\_ No \_\_\_
  
  - b. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?  
Yes \_\_\_ No \_\_\_

**IX. Compliance**

If you answer yes to any of the following, give the date of the termination order, or payment, describe the project involved, and explain the circumstances relating to same, including the names, addresses and phone numbers of persons who might be contacted for additional information on **Attachment 7**.

1. Has your organization:
  - a. ever been terminated on a contract for cause?  
Yes \_\_\_ No \_\_\_

**X. Confidential & Proprietary Information**

Identify the section and page number of any information in your proposal that has been identified as confidential, proprietary or a trade secret (see Section 4(A) of the RFP.

Page Number Section Description of Confidential and/or Proprietary Information

Page Number	Section	Description of Confidential and/or Proprietary Information
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Offeror shall provide one redacted copy of its proposal fit for public dissemination; in the event the Town must respond to a Freedom of Information Act request. The redacted copy of Offeror's proposal shall be provided on USB Drive or other electronically transferable media and shall be redacted to protect any confidential and/or proprietary information and shall be labeled as such. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

**Attachments:**

The following items should be included with your RFP response. Place a check mark on the line next to each applicable item submitted with your proposal. Write N/A (not applicable) on the line next to those items that do not apply to your response.

Offerors must submit one (1) unbound original and Four (4) full copies of their proposal response.

Signature Page (Pg. 2) of RFP \_\_\_\_\_

Removable Media Containing Redacted and Original Versions of Proposal \_\_\_\_\_

Attachment B (Proposal Response And Checklist) to RFP \_\_\_\_\_

- 1. Organization of Firm \_\_\_\_\_
- 2. Financial Reports \_\_\_\_\_
- 3. Experience \_\_\_\_\_
- 4. References \_\_\_\_\_
- 5. Conditions of the Proposal (If Applicable) \_\_\_\_\_
- 6. Debarment Explanation (If Applicable) \_\_\_\_\_
- 7. Compliance Explanation (If Applicable) \_\_\_\_\_