INVITATION TO BID NO. 17-038-ITB-LW

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 3:00 P.M. ON THE 20TH DAY OF OCTOBER, 2016 FOR:

PROVISION OF RECYCLING AND SOLID WASTE COLLECTION SERVICES FOR ARLINGTON COUNTY GOVERNMENT AND ARLINGTON PUBLIC SCHOOLS FACILITIES

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

Bid Surety in the amount of not less $5,000 must be submitted with the bid. Performance Bond in the amount of $100,000 award will be required of the successful bidder throughout the Contract Term.

PRE-BID CONFERENCE
A pre-bid conference will be held at 9:30 a.m. on October 4, 2016 at __________________________. ATTENDANCE IS OPTIONAL. Minutes of the pre-bid conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested bidders are urged to attend.

NOTICE: ANY BIDDER ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST, OR LIMITED PARTNERSHIP OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A BID (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION IN THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. A bidder’s submission of a bid indicates acceptance of these terms.

Arlington County, Virginia
Office of the Purchasing Agent

Krystyna J. Hepler, CPPB
Assistant Purchasing Agent
khepler@arlingtonva.us

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I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION
All communications relating to this solicitation shall be submitted via e-mail to Krystyna Hepler in the Office of the Purchasing Agent, at khepler@arlingtonva.us. For a question to be considered, the subject line of the e-mail must state the following: ITB No. 17-038-ITB-LW Questions. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED AFTER OCTOBER 12, 2016, AT 5:00 PM. ONLY QUESTIONS RELATED TO THE ANSWERS PROVIDED IN ADDENDUM A WILL BE ADDRESSED IN ADDENDUM B, IF NEEDED.

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

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

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

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

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation
submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. BID WITHDRAWAL PRIOR TO BID OPENING
No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

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

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

21. TRADE SECRETS OR PROPRIETARY INFORMATION
Trade secrets or proprietary information that is submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act (“VFOIA”). However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials sought to be protected and state the reasons
why protection is necessary and falls within the exceptions to the VFOIA. It is the bidder’s sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

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

23. LIVING WAGE CONTRACT
If this solicitation and resulting contract is subject to the Service Contract Wage (“Living Wage”) provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of a contractor or subcontractor working on County-owned or County-occupied property shall be an hourly wage no less than the Living Wage published on the County’s website. By submitting a bid, the bidder certifies that it will comply with this provision and ensure that its subcontractors, if any are authorized, comply with this provision. (Refer to Section 58 under Contract Terms and Conditions for further details specific to this solicitation/contract.)

24. METHOD OF AWARD
Arlington County will award this solicitation to the lowest responsive and responsible bidder for performance of services for both Arlington County Government and Arlington Public Schools. The lowest bidder will be determined by calculating the sum of Sections 1-5 for Arlington County Government and Arlington Public Schools on the Pricing Sheet.

Quantities included on the Pricing Sheet are estimated. The County does not guarantee a minimum or a maximum amount of work under this Contract.

The lowest bidder will be required to submit information specified in paragraph 2.12 Document Submission as Condition of Contract Award prior to award of the Contract.

Arlington County and Arlington Public Schools will execute separate contracts with the awarded Contractor for provision of the services.

25. INSURANCE REQUIREMENTS
Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Such requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids. The insurance requirements herein shall neither operate as a limitation of the Contractor’s liability to the County nor ITB No. 17-038-ITB
as a limitation of the Contractor’s duty of indemnification, as set forth in this solicitation and any resulting Contract.

26. SURETY REQUIRED

A. **BID SURETY:**
   A fully completed and properly executed original Bid Bond, cashier's check, certified check, money order, or cash escrow in the amount of $5,000 made payable to the Treasurer of Arlington County shall accompany each bid. The Bid Surety of all bidders may be retained until after the award to the successful bidder is made. The Bid Surety of the successful bidder shall be retained until completion of the Contract or the posting of a Performance Bond, whichever occurs sooner. A bid submitted without a bid surety, or with a bid surety in an amount less than the required amount, shall be rejected.

B. **FAILURE TO EXECUTE:**
   The failure to accept an award and file acceptable Performance and Payment Bonds within fifteen (15) days after notice of intent to award shall be just cause for cancellation of the award and the forfeiture of the Bid Surety to the County as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

C. **PERFORMANCE SURETY:**
   A fully completed and properly executed original Performance Bond in the amount of $100,000 award will be required of the successful bidder throughout the Contract Term to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Performance Bond shall be renewable annually in the original amount through the completion of the Contract, including all warranty and guarantee periods.

D. **ALTERNATE SURETY:**
   If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or saving and loan association's letter of credit on certain designated funds in the face amount required for the bid bond, payment bond or performance bond. Approval shall be granted only upon a determination by the County that the alternative form of security proffered affords protection to the County equivalent to a corporate surety’s bond.

27. **CONDITIONS OF THE RIDER CLAUSE**

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

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

b. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.
c. The awardee is solely responsible for notification of the identified jurisdictions of the availability of the award.

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

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

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

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

28. NOTICE OF DECISION TO AWARD
When the County has made a decision to award a contract(s), an e-mail with a Notice of Decision to Award will be sent to all bidders, using the email address provided in the Bid Form.
II. SCOPE OF WORK

SECTION 1 – SPECIFICATIONS

1.1 PROJECT BACKGROUND
The County intends to contract with a qualified Contractor to provide Refuse, Recyclables, Source Separated Organics, and Construction wastes from County government facilities, Arlington Public Schools (“APS”) and facilities, and from other governmental entities, with services to begin on November 1, 2016. Services also include provision of all necessary refuse, recycling and SSO containers.

There are approximately 100 County and APS facilities within Arlington County’s 26 square miles. Facilities include government and administrative offices, schools, and school administrative office facilities. Arlington County Government employs some 3,600 workers, while APS employs 4,000, and has a student enrollment of 26,000.

Refuse and Recyclables collections are currently being performed from a combination of 2, 4, 6 and 8 cubic yard front-loading Dumpsters, compactors, roll-off containers, and 96-gallon roll-out Carts. The County and APS will also seek pricing for collections from 32-gallon and 64-gallon Carts as part of this ITB.

The Recyclables collected from these programs are collected single-stream. Some collection sites have several containers including Dumpsters and roll-out Carts at multiple collection points (see Attachment H). The Contractor shall ensure that all containers are delivered and operational prior to the first collection day (November 1, 2016).

The Arlington County Board has adopted a goal of achieving Zero Waste by 2038, and improving recycling and diversion rates at APS and in County agencies and facilities is key to making progress towards this goal.

1.2. DEFINITIONS

• Cart, or Carts means Contractor-provided 32, 64, or 96-gallon roll-out carts with wheels and tight-fitting hinged lids, utilized for collection of Refuse, Recyclables, or Source Separated Organics (see Section 2).

• Project Officer means the individuals designated by the chief of the Arlington County Solid Waste Bureau, and the director of Arlington Public Schools Facilities and Operations Plant Operations to represent the County and APS in the administration and supervision, and execution of this Contract.

• Construction Debris or Construction waste means solid waste that is produced or generated during construction, remodeling, or repair of pavements, buildings, and other structures. Construction wastes include, but are not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, and metal and plastics if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints,
coatings, solvents, asbestos-containing material, any liquid, compressed gases, or semi-liquids and garbage are not construction wastes.


- Dumpster means a Contractor provided metal or resin based container of the size specified, watertight, with doors opening on sides and/or top, and constructed so that it can be emptied mechanically by a specially equipped truck, and utilized for collection of Refuse or Recyclables.

- GPS means Global Positioning Systems.

- Municipal Separate Storm Sewer System Permit (MS4) – Refers to permits issued by the Virginia Department of Environmental Quality for the discharge of stormwater into waterways. Each permit is valid for five years and lays out a plan to decrease pollutants entering into the Chesapeake Bay and surrounding watersheds.

- On-demand Pickup means a pickup for scrap metals, bulk appliances, and EOL electronics as requested by the County or APS at a time other than the regularly scheduled pickup time.

- Recyclables means those materials that have reached the end of their current use that can be processed into materials utilized in the production of new products, and that are designated by the County as acceptable for recycling. These include, but are not limited to, mixed paper, cardboard, magazines, junk mail, softcover books, paperboard, paper bags, office paper, aluminum, steel and bi-metal cans, aerosol cans, plastic food and beverage containers, plastic laundry and personal care product containers, aseptic food and beverage cartons, and glass food and beverage containers.

- Recyclables Processing Facility refers to the Waste Management Recycle America (WM-RA) transfer station, which is located at 2801 Dorr Avenue in Fairfax, Virginia. The backup Recyclables Processing Facility is Capitol Fiber/WM-RA, at 6610 Electronic Drive, Springfield, VA 22151.

- Refuse shall mean garbage, rubbish, waste and discards generated by County facilities and Arlington Public Schools, and that are not recoverable through these program services.

- RFID means Radio Frequency Identification.

- Source Separated Organics (SSO) means all separated pre-consumer and post-consumer food scraps, vegetables, meat, bones, and paper items such as napkins, food-soiled cardboard boxes, coffee filters, and any other materials that may be mutually agreed upon by the County and the Contractor.

- Source Separated Organics Processing Facility means a facility designated by the County, which is located within 35 miles of the corporate limits of the County.
1.3. SCOPE OF WORK
The services to be performed under this Contract include all labor, truck, equipment, facilities, fuel and environmental related operational expenses, outdoor collection containers, insurance and other items necessary to provide the services as set forth in this document.

1.3.1 COUNTY / APS PROJECT OFFICERS: The County and APS may designate representatives with the ability to authorize service requests, schedule adjustments, container size and collection frequency adjustments, etc. at all facilities listed in Attachment H.

1.3.2 SERVICE LEVEL BALANCE AND RIGHT-SIZING: The County and APS intend to aggressively pursue better balance between Refuse and Recyclables collection services, and right-size services to maximize efficiencies throughout the duration of this Contract.

1.3.3 ESTIMATED QUANTITIES: Some 2,435 tons of Refuse and 521 tons of single stream Recyclables were collected from APS and Arlington County sites during calendar year 2015. Historical program tonnage trends for Refuse and Recyclables are shown as part of Attachment D. The County and APS make no guarantee as to the weight, volume or relative composition of the Recyclables collected through this program. Bidders should utilize their knowledge of institutional recycling programs to prepare their submittals.

1.3.4 ARLINGTON PUBLIC SCHOOLS PARTICIPATION IN THE AWARD: The County is acting only as a contracting agent for APS and shall not be held liable for any costs or damages incurred by that agency. APS will be responsible for placing purchase orders with the successful bidder, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments. Any subsequent contract will be construed to be in accordance with and governed by the laws applicable to APS.

APS shall execute its own contract with the contractor in accordance with its purchasing regulations. Arlington Public Schools terms and conditions governing the contract are included in Section V. of this solicitation.

1.4 SOURCE SEPARATED ORGANIC WASTE COLLECTION
The Arlington County Justice Center at 1425 N. Courthouse Rd. collects between three (3) and five (5) tons of SSO per month. This is the only County facility that is currently diverting Source Separated Organics.

In order to help achieve the County’s Zero Waste goals, the County and APS will seek to expand SSO through a phase-in of roll-out Carts based collection services as part of this contract. It is anticipated that SSO processing capacity will be implemented in mid-2017. While the County and APS have yet to determine an exact schedule, Bidders shall submit prices for SSO collection as part of the Pricing Sheet.

The County estimates that approximately 600 tons of SSO are generated by APS and County sites each year. However, the County and APS make no guarantee as to the weight, volume or relative composition of the SSO collected through this program. Bidders should utilize their knowledge of institutional recycling programs to prepare their submittals.

Bidders will be required to submit separate pricing for both the Justice Center Building and for other facilities. Separate pricing for Justice Center Building will be utilized for as long as the SSO program is not...
implemented. Once the SSO program begins, Justice Center SSO collections will be paid at the unit pricing for all facilities, if those prices are lower.

Upon direction by the County, the Contractor shall submit a detailed SSO collection plan to the County for review and approval within thirty (30) calendar days of receiving written notice by the County of its desire to implement these services.

Within sixty (60) calendar days of receipt of notice by the County of its desire to begin SSO collections, or other timeframe agreed to by County and Contractor, the Contractor shall provide weekly collection of an unlimited amount of SSO in wheeled Carts, or other dedicated containers. The Contractor shall collect SSO separately from Refuse and Recyclables.

The Contractor shall collect SSO from each address specified by the County and on the day of the week specified by the County. The Contractor shall collect all SSO that have been set out for collection in accordance with established collection service guidelines. The Contractor will not be required to collect any SSO that have not been prepared or set out in accordance with collection guidelines. For any SSO materials left uncollected, the Contractor shall inform the customer per requirements detailed in Section 2.1.7 of this exhibit.

1.4.1 SOURCE SEPARATED ORGANICS PROCESSING FACILITY: On SSO waste collection day, the Contractor shall transport directly to and unload all collected SSO waste at the County’s designated SSO Facility, which will be located within 35 miles of the corporate limits of the County. All SSO waste processing fees will be billed by the facility directly to the County. In the event of closure or a service disruption at the facility, the County shall designate a back-up facility within 35 miles of the corporate limits of the County.

1.5 REFUSE DISPOSAL FACILITY
On each Refuse collection day, the Contractor shall transport directly to and unload all collected Refuse at the County’s designated primary Disposal Facility, Covanta Alexandria/Arlington Waste-to-Energy Facility located at 5301 Eisenhower Avenue in Alexandria, Virginia. All Refuse disposal fees associated with this Contract will be billed by the facility directly to the County.

In the event of a service disruption at the primary Disposal Facility, the County’s designated back-up Disposal Facility is Covanta Fairfax Waste-to-Energy Facility located at 9898 Furnace Road in Lorton, Virginia. The Contractor shall be responsible for notifying the County Project Officer and obtaining approval prior to using the designated back-up Facility, and in the event that such notice is provided and approval received, the Contractor shall not be responsible for payment of disposal fees for Refuse delivered by Contractor to the designated Back-up Facility. The County may change the status of the disposal facility from primary to back-up or vice versa or add or remove a facility from use at its sole discretion without an advance notice to the Contractor.

The Contractor will also have the option of delivering Refuse to an alternate Waste-to-Energy facility of their choosing, provided that the disposal cost to the County is less than the County’s tipping fee of $43.16 per ton.

1.6 RECYCLABLES PROCESSING FACILITY
On each Recyclables collection day, the Contractor shall transport directly to, and unload all collected single-stream Recyclables at the County’s designated primary Recyclables Processing Facility, which is
owned and operated by Waste Management Recycle America (WM-RA), and is located at 2801 Dorr Avenue in Fairfax, Virginia. The County will be wholly responsible for payment of processing fees and/or receipt of program rebates.

In the event of closure or a service disruption at the primary Recyclables Processing Facility, the Contractor shall be required to deliver Recyclables to Capitol Fiber/WM-RA, at 6610 Electronic Drive, Springfield, VA 22151.

1.7 CONSTRUCTION WASTE PROCESSING FACILITY
The Contractor may deliver Construction Waste to the facility of its choosing. The associated processing and disposal fees shall be paid by the Contractor.

The County reserves the right to designate and direct the Contractor to deliver Construction Wastes to a processing facility located within 35 miles of the corporate limits of the County. In this instance, Construction waste processing fees will be billed by the facility directly to the County. In the event of closure or a service disruption at the facility, the County shall designate a back-up facility within 35 miles of the corporate limits of the County.

1.8 IMPROPER DISPOSAL OF RECYCLABLES OR SOURCE SEPARATED ORGANICS
Under no circumstances shall the Contractor dispose of collected Recyclables or SSO as Refuse without the express written permission of the Project Officer. In the event that the Contractor improperly disposes of collected Recyclables, SSO as Refuse, the Contractor shall pay the County for the disposal, tipping, and/or processing fee for the entire improperly disposed load(s), as well as any lost revenues that would have been earned from the proper disposal at the County-designated facility. The Contractor shall reimburse the County within thirty (30) calendar days, or the owed amount will be deducted by the County from the Contractor’s next invoice for services under the Contract (See Section 3.3).

1.9 TRANSITION AND CHANGEOVER PLAN
The Contractor shall submit a transition plan within seven (7) calendar days of the award of the contract. The plan shall detail procedures on how the transition from the existing contractor will take place. The Contractor shall work closely with the existing service provider and the County Project Officer to make sure that all Dumpsters and Carts are in place and serviceable by the commencement of the contract. The plan must include designated personnel, coordination plan with current contractor, schedules and anticipated challenges.

Delivery time is of the essence in the award of this bid. Bidders must take inventory into consideration when preparing this bid. All Dumpsters and Carts must be in place and ready for use thirty (30) days after the award of this bid.

No facility shall be without containers, nor shall a facility have dual sets of containers from the existing contractor and new contractor. In addition, APS facility change-outs shall take place on Saturdays. It is recommended that the APS change-out take place first, and County facilities follow second. Liquidated damages (see Section 4) may result if the transition plan is not followed.

1.10 COLLECTION PROCEDURES
The Contractor shall collect Refuse, Recyclables, and SSO in covered, watertight, non-leaking vehicles. Collections shall be performed so as not to allow spilling of any Refuse, Recyclables, or SSO on private or
public property. The Contractor shall comply with all laws and regulations applicable to collection and disposal of these materials (see Section 2).

A list providing the service locations is included as Attachment H. This list details the container types, sizes, quantities, service locations, and collection frequencies. The County or APS reserve the right to modify container size, collection frequency, the number of containers, and to add or delete locations to be serviced by the Contractor at no additional cost to the County or APS. The Contractor shall comply within 10 business days of said notification by the County.

Additional County and APS facilities and locations may be placed into the recycling program and Contractor shall provide collection services for same within 10 business days of notification by the County or APS. Contractor shall pro-rate charges for facilities that begin service at any point past the first regular collection day of the month. Facilities that desire to discontinue service will have the container removed by Contractor and charges stopped at the end of the month requested. Removing services will not result in any additional fees or charges.

1.11 MIXING OF MATERIALS
Mixing of materials from other jurisdictions or customers in Contractor’s vehicles for transport is prohibited. The Contractor will be required to provide accurate reports on the actual weight of materials at each facility at the time of collection, utilizing vehicle mounted scale systems.

1.12 DAMAGE TO PROPERTY:
The Contractor shall be responsible for any damage to private or public property caused by the negligence of the Contractor’s employees during performance under this contract. The Contractor shall replace or restore to its original condition any property damaged by the Contractor at no cost to the County. If the Contractor fails to repair, restore or replace such damaged property within 15 days of receipt of notice from the County, the County shall deduct an amount equal to the cost of replacement, restoration or repair of the property from the next payment due to the Contractor from the County. Such deductions, once made, will not be returned or reimbursed to the Contractor.

1.13 REFUSE COLLECTION PERMIT: The Contractor shall obtain and maintain a valid and current Refuse Collection Permit for each collection vehicle operating within the County limits during the Contract Term. The Contractor shall comply with all requirements of Arlington County’s Refuse Code.

Information related to the Refuse collection permits can be found by following the following hyper-link:

- [https://recycling.arlingtonva.us/commercial- haulers/](https://recycling.arlingtonva.us/commercial- haulers/)

1.14 JOINT BASE MYER/HENDERSON HALL: In accordance with paragraph 27. Conditions of the Rider Clause of Section I. Information for Bidders of this solicitation, the Contractor may be requested by the Joint Base Myer/Henderson Hall to provide services pursuant to the provisions of this contract. Such contract will be considered a rider contract. The Contractor may, but is not required to, extend the services to the Joint Base Myer/Henderson Hall.
SECTION 2- MINIMUM PERFORMANCE STANDARDS

2.1 COLLECTION AND HANDLING

2.1.1 COLLECTION SCHEDULE: The Contractor shall submit a collection schedule not later than 10 business days prior to the start of the Contract for review and approval of the Project Officer. The collection schedule is subject to change upon request(s) from various County agencies at no additional cost to the County.

2.1.2 COLLECTION TIMES: Daily, non-holiday collection shall start after 7:00 A.M. and must be completed by 5:00 P.M. Liquidated Damages may be levied if time violations occur (see Section 4). For student safety reasons, trucks may not be on school grounds during the normal arrival and departure of students from the building.

Accordingly, collection services at school facilities must occur after the commencement of the school day and before school dismisses at the end of the day. Typical school commencement and dismissal times are detailed below:

<table>
<thead>
<tr>
<th>School Type</th>
<th>Number in Program</th>
<th>Typical Start Time</th>
<th>Typical Dismissal Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Schools</td>
<td>3</td>
<td>7:30 a.m.</td>
<td>3 p.m.</td>
</tr>
<tr>
<td>Middle Schools</td>
<td>5</td>
<td>8 a.m.</td>
<td>3 p.m.</td>
</tr>
<tr>
<td>Elementary Schools</td>
<td>23</td>
<td>8 a.m. to 9 a.m.</td>
<td>3 p.m.</td>
</tr>
<tr>
<td>Alternative Programs</td>
<td>5</td>
<td>8:30 a.m.</td>
<td>4 p.m.</td>
</tr>
</tbody>
</table>

2.1.3 COLLECTION ROUTES: The Contractor shall submit routes to the County for approval no later than 10 business days prior to the commencement of this contract. Routes shall be optimized to limit mileage and maximize collection efficiency from the Collectors starting point to disposal locations (see Section 2). The Contractor shall travel on arterial streets except for the minimum travel amount necessary for collection on non-arterial streets.

2.1.4 HOLIDAYS: The Contractor shall provide collection services on all legal holidays except New Year’s Day, Thanksgiving, and Christmas Day. However, these days shall be made up before or after the holidays so that no school or facility skips service. The County may change the holiday collection schedule at its sole discretion with 10 business days advance notice.

2.1.5 MISSED COLLECTIONS: The Contractor shall provide same-day notification of missed pick-ups, for any reason, and any corrective action schedule. In addition, the Contractor must notify APS if their collection services are behind schedule.

When a missed collection is caused by snow or severe weather or from a blocked container, or any other condition that makes collection impossible (in the opinion of the Project Officer), no liquidated damages shall be charged. However, the Contractor shall restore service as quickly as possible once conditions improve, particularly at school locations where sanitation must be maintained. It is the responsibility of the Contractor to notify the Project Officer by phone or email if any Dumpster is inaccessible or not serviced on time.
2.1.6 WASTE/MATERIALS NOT TO BE COLLECTED: The Contractor will not be required to collect Refuse, Recyclables, Source Separated Organics, or other items that are, or contain, prohibited materials or have not been prepared or set out in accordance with the Collection Service Guidelines.

2.1.7 PROCEDURES FOR NON-COLLECTION: When the Contractor encounters Refuse, Recyclables, Source Separated Organics, or other items that it believes are prohibited, improperly prepared or set out, or otherwise not compliant with the Collection Service Guidelines, the Contractor shall adhere to the following procedures:

A. The Contractor shall collect all properly prepared/set-out and compliant Refuse, Recyclables, Source Separated Organics, and other items that are not specifically prohibited;

B. The Contractor shall not collect any prohibited, improperly prepared/set-out, or non-compliant Refuse, Recyclables, or Source Separated Organics;

C. For any and all Refuse, Recyclables, or Source Separated Organics not collected due to prohibited materials, improper preparation/set, or non-compliance, the Contractor must complete a County-provided Notification Tag and securely affix the completed tag to each uncollected Dumpster, Cart, container, bag, bundle, pile, and/or item;

D. Each Notification Tag left by the Contractor shall include a clear and legible explanation as to the reason why the Refuse, Recyclables, or Source Separated Organics were not collected; and

E. The Contractor shall notify the County and/or APS, as appropriate, in a manner specified by the County/APS, within one (1) hour of each non-collection due to prohibited materials, improper preparation/set out, or non-compliance. The notification to the County shall be in the format specified by the County and shall include, at a minimum: the service address; date and time of attempted collection; collection truck number; reason for non-collection; and a photograph(s) of the uncollected cart, container, bag, bundle, pile, and/or item that clearly shows the Notification Tag(s) affixed.

2.1.8 FAILURE TO LEAVE NOTIFICATION TAG: Under no circumstances shall the Contractor fail to leave a completed and affixed Notification Tag for Refuse, Recyclables, or Source Separated Organics not collected by the Contractor due to prohibited materials, improper preparation/set out, or other non-compliance as required pursuant to the procedures in Section 2.1.7 of this Exhibit. The Contractor’s failure to leave a completed Notification Tag as required herein will be counted against the Contractor as a missed collection. The Project Officer will make the final determination as to whether the uncollected Refuse, Recyclables, or Source Separated Organics containing prohibited materials, were improperly prepared or set out, or were otherwise non-compliant.

2.1.9 INTERRUPTION OF SERVICE: The Contractor shall make up collections not performed due to street repairs or closures at the earliest possible time. In case of severe snow storms or other severe inclement weather which makes collection impossible or impracticable, the County or APS may suspend the collection services or the Contractor may temporarily suspend the collection services, only with the prior approval of the County and Schools Project Officer. The County or APS will not pay for contract services not performed as a result of suspended collections due to inclement weather, natural disasters, or other events beyond the County’s control, or Contractor’s failure to perform required services. Failure to collect at scheduled locations without notifying the Project Officer may result in liquidated damages (see Section 4).
2.1.10 WEIGHING OF LOADS AT DISPOSAL AND RECYCLING FACILITIES: The Contractor is responsible for ensuring that vehicles deliver and unload all collected Refuse, Recyclables, and Source Separated Organics to the respective County-designated receiving facility, and that those vehicle weights are captured. The Contractor’s vehicles must clearly display the unique vehicle number and license plate, and the vehicle driver must verbally inform the scale house operator of the material type and identify the County and APS as the originating jurisdiction for each load delivered to their respective facilities.

In the event that the receiving facility’s records are in error because the driver failed to verbally inform the scale house operator as required, then the Contractor will be responsible for resolving all such discrepancies immediately upon discovery by the Contractor or notification by the County and/or APS. The Contractor shall reimburse the County or APS for the disposal, tipping, and/or processing fee for any of Contractor’s loads that were improperly charged to and paid by the County or APS. In addition, the Contractor shall reimburse the County for any revenues not realized due to Contractor’s loads that were not properly credited to the County. The Contractor shall pay the County’s request for reimbursement for such within thirty (30) calendar days, or the requested amount will be deducted by the County from the Contractor’s next invoice for services under the Contract.

In the event of a scale outage, and/or if it becomes necessary to estimate vehicle weights, the Contractor shall use the following conversion factors:

- 1 cubic yard single-stream Recyclables = 140 Lbs.
- 1 cubic yard of Refuse = 125 Lbs.
- 1 cubic yard of Source Separated Organics = 1,000 Lbs.

2.1.11 WEIGHT TICKETS REQUIRED: The Contractor must obtain a valid weight ticket for each load deposited at the receiving facility. Legible copies of all weight tickets shall be transmitted by the Contractor to the County Project Officer in accordance with Section 3.5. The Contractor shall provide such original tickets within two business days from the County’s request. The County may withhold all or partial payment for any of Contractor’s invoices for which the Contractor has not provided legible copies of all of the weight tickets for collections that occurred during that month’s invoice.

2.2 CONTAINER HANDLING

2.2.1 EMPTYING CONTAINERS: Dumpsters and Carts shall be thoroughly emptied and returned to their assigned location at each collection location. The Contractor shall be responsible for picking up all litter resulting from the servicing of the container. Failure to maintain clean sites at the collection area shall be considered grounds for withholding payment for the collection. Also, liquidated damages may be levied if continued violations occur (see Section 4).

2.2.2 OVERFLOWING CONTAINERS: The Contractor shall pick up overflow litter located around Refuse, Recyclables, and SSO Dumpsters and Carts at no additional charge to the County during regular scheduled stops during the collection process only. The Contractor shall notify the Project Officer in the event of scheduling delays/changes, if they are unable to pick up any material type at a particular location, or comments/complaints received from the general public.

2.2.3 HANDLING OF MATERIALS/SPILLAGE: Care shall be taken in the loading and transportation of Refuse or Recyclables so that none of the material collected is scattered or spilled either on private or
public property. Any Refuse or Recyclables so spilled shall be immediately picked up and removed by the Contractor. Contractor shall be responsible for compensation for any property affected by the spillage.

2.3 CART AND DUMPSTER MAINTENANCE AND INVENTORY

2.3.1 DUMPSTERS: The Contractor shall be responsible for providing the number of Dumpsters to all serviced locations as specified herein and to those additional locations which may be added to the contract requirements from time to time. No additional payment will be made by the County or APS for the containers – all costs must be included in the prices bid. The Dumpsters will remain the Contractor’s property at the expiration of this contract.

Dumpsters shall be of either rigid metal or plastic resin construction, with double-walled poly resin or metal hinged lids and side doors of the design commonly used in the industry. Lids shall fit tightly, and units must be neat in appearance. Metal Dumpsters shall be freshly painted. The County or APS may request casters on the Dumpsters as needed.

The Contractor’s markings on each Dumpster shall include an identification number, Contractor name and telephone number. The Contractor shall also display an APS-provided “no parking” decal on all Dumpsters located at APS sites.

The Contractor’s trash Dumpsters and recycling Dumpsters shall be notably distinguished from each other. At a minimum, Recycling Dumpsters shall be prominently labeled with the term “Recyclables” in English and in Spanish and with an image of a recycling Mobius symbol; Refuse Dumpsters shall be prominently labeled with the term “Trash Only” in English and in Spanish. The County or APS may elect to produce informational signage that designates the intended use of the Dumpsters. In this instance, the County or APS will coordinate production and distribution of this signage with the Contractor, although it will be the Contractor’s responsibility to affix them to the containers at no additional cost to the County.

2.3.2 PROACTIVE DUMPSTER MAINTENANCE AND INVENTORY: During the term of the Contract, the Contractor shall be responsible for proactively maintaining the Dumpsters in good order, sanitary and fully operable conditions, and free of rust and leaks. The Contractor’s collection crews shall note damaged Dumpsters and Carts and forward repair notices that same day to the Contractor’s maintenance personnel. The Contractor may elect to make repairs in the field or may deliver the Dumpster or Cart to the Contractor’s service yard for repair, in which case a temporary replacement Dumpster or Cart shall be left in its place.

All doors, tops and casters (where needed) shall be kept in good repair, replaced when not functional as determined by the County or APS. Per Chapter 10 of the Arlington County Code, all Dumpsters must be plugged on the bottom.

All Dumpsters shall be steam power-washed and cleaned every six months by the Contractor at no additional cost to the County or to APS. This cleaning can be performed at the various collection sites if the Contractor can demonstrate that they can capture all water on site and comply with Arlington County’s MS4. The Contractor shall provide cleaning schedule to the County and APS at the beginning of each contract year, and notify the County when cleaning occurs as part of their monthly reports.
Regardless of the cause of the damage, any damaged Dumpster, to include but not be limited to fires, lost lids, casters, scratches, rust or dents, shall be repaired or replaced by the Contractor at no additional cost to the County or to APS. All repairs or replacements shall be completed within three days of notification by the County or APS Project Officer.

Any container deemed unacceptable by the Project Officer shall be replaced within three (3) days at no additional cost to the County or APS.

2.3.3 ROLL-OUT CART AND DUMPSTERS INVENTORY: The Contractor shall be responsible for ordering, purchasing, assembling, and storing on its premises, all necessary spare parts for contracted Cart and Dumpster services. The Contractor shall at all times maintain an adequate Cart and Dumpster supply to meet all Contract requirements. The County and APS reserve the right to inspect, at any time during normal working hours and without notice, the Contractor’s Cart inventory to ensure that spare Carts and spare Cart parts are maintained in accordance with the Contract.

All roll-out Carts shall be wheeled, with a tight-fitting, hinged-lid and made of shock resistant plastic. These Carts shall include signage that clearly states in English and Spanish that they are intended for Recyclables, Source Separated Organics, or Refuse material. The Contractor’s markings on each Cart shall include an identification number, contractor name and telephone number.

The County or APS may elect to produce informational decals that designate the intended use of the Carts. In this instance, the County will coordinate production and distribution of this signage with the Contractor, although it will be the Contractor’s responsibility to affix them to the containers at no additional cost to the County.

2.3.4 RFID TAGS: Each Cart shall be equipped with the manufacturer’s factory-installed ultra-high frequency (UHF) radio frequency identification (RFID) tag located on the Cart body. These RFID tags shall be compatible with the RFID readers to be installed on the Contractor’s collection vehicles. The Contractor shall be responsible for proactively ensuring that RFID tags are functioning and shall replace any non-functioning tags by Cart replacement. Adhesive or sticker RFID tags, serial numbers, or bar codes are not acceptable.

2.3.5 PROACTIVE ROLL-OUT CARTS MAINTENANCE: The Contractor shall proactively maintain all Carts in good working order and shall ensure that Cart bodies, lids, hinges, wheels, axels, and lift-bars are free of cracks, holes, and missing parts. The Contractor’s collection crews shall note damaged Carts and forward repair notices that same day to the Contractor’s Cart maintenance personnel. The Contractor may elect to make repairs in the field or may deliver the Cart to the Contractor’s service yard for repair, in which case a temporary replacement Cart shall be left in its place.

The Contractor shall also be responsible for ensuring that Cart radio frequency identification (RFID) tags are functioning and shall replace any non-functioning RFID tags by Cart replacement. The Contractor shall document Cart repairs to the satisfaction of the County, which shall be either through the online service order system, the Contractor’s Cart maintenance database, or other method specified by the County.

2.3.6 DUMPSTER AND CART COLORS:

- Refuse Carts shall be black or in a color approved in advance by the Project Officer;
• Refuse Dumpsters shall be of a color approved in advance by the Project Officer.

• Dumpsters used for Recyclables shall be in a color approved in advance by County Project Officer, and be clearly distinguishable from Refuse Dumpsters.

• Carts used for SSO shall be green in color, or in a color approved in advance by the Project Officer.

• Carts used for Recyclables shall be blue, or in a color approved in advance by the Project Officer.

The Contractor shall coordinate the schedule for delivery of its Dumpsters and Carts with the current County contractor to avoid doubled Carts or Dumpsters being set out at the same time. All Dumpsters and Carts shall be in place at all collection locations by October 31, 2016 for service commencement of November 1, 2016.

2.3.7 SPECIAL COMPACTION DUMPSTERS: At least two (2) sites require collection services through use of compaction systems. The Contractor shall provide services, using compactor units equivalent to Rudco Pressure Pak self-contained systems, 30 cubic yards, complete with power units and related components. The County or APS may require additional compactors of 20, 30 and/or 40 cubic yards of capacity if needed. Compactor installation shall include any winch and cable necessary for the unloading of the compactor equipment, provision and installation of operating instructions and safety warning signs, and all things necessary to provide the service. The Contractor shall connect the unit to a 120/208 volt, 3 phase electrical service disconnect located within 25 feet of the compactor unit.

Contractor shall provide and install the necessary equipment at no additional cost to the County other than the price per-pull indicated in the Bid Form. No rental or installation charges (one-time or otherwise) shall be charged to the County.

Pickups of the compacted trash shall be scheduled one (1) time per week unless otherwise notified in writing by the County facilities management staff or County Project Officer. All compactors shall be steam power-washed and cleaned every six months by the Contractor at no additional cost to the County or to Arlington County Schools. This cleaning can be performed at the various collection sites if the Contractor can demonstrate that they can capture all water on site and comply with County Municipal Separate Storm Sewer System Permit regulations. The Contractor shall provide to the County the cleaning schedule at the beginning of each contract year.

2.4 COLLECTION VEHICLES

2.4.1 VEHICLE STANDARDS: All vehicles used by the Contractor in service of the Contract shall be in compliance with all applicable federal, state, and local laws and regulations, including, but not limited to, the permitting requirements of Chapter 10 of the Arlington County Code. All collection vehicles shall comply at all times with the inspection regulations of the Division of Motor Vehicles of the Commonwealth of Virginia. Any collection vehicle determined to have failed these standards shall be removed from service under this contract at the request of the Project Officer.
All collection vehicles shall be maintained in a clean and sanitary condition, be watertight, and be free of oil and hydraulic leaks at all times. Sufficient spare collection vehicles and repair parts shall be maintained by the Contractor to replace or repair any vehicles out of service without impact to the collection schedules.

No vehicle used in the performance of the Contract shall exceed ten (10) years of age at any time.

Collection vehicles shall prominently display the Contractor’s name and brand, and a local or toll-free telephone number.

The Contractor shall maintain two-way mobile communication between collection vehicles and the Contractor's office. The Contractor shall maintain and operate on each collection day the number of packer-type vehicles needed to perform the required collection service.

2.4.2 VEHICLE INSPECTIONS: The County and APS shall have the right to inspect equipment and any business records related to the performance of this Contract at all reasonable times and to require the Contractor to provide equipment conforming to the requirements of this Contract and needed to perform the collection service.

2.5 SCALES AND GPS TRACKING OF VEHICLES

2.5.1 ON-BOARD SCALE SYSTEMS: The Contractor shall be required to provide accurate reports on the actual weight of Refuse and Recyclables collected in Dumpsters at each facility at the time of collection, by means of vehicle mounted weighing equipment. The scale system and software must be National Type Evaluation Program compliant and certified to charge by weight. This information is crucial in assessing each facility’s recycling and waste reduction efforts, as well as in determining proper service levels.

2.5.2 DATA TO BE RECORDED: For every Dumpster emptied by the Contractor the system shall record and store for each collection event, at a minimum: the tared and net weights, the collection vehicle number, Dumpster type (i.e., refuse, recyclables, or organics), time and date of collection, and collection address. On a daily basis, the recorded data for all the RFID-equipped Carts emptied by Contractor shall be transferred to and stored in a central RFID service verification database, which the Contractor shall provide and maintain. The Contractor’s costs for the RFID readers, database and associated software, web access, and related services described herein are included in the Contractor’s prices for collection.

The Contractor shall provide and maintain documentation that scales are in full compliance with all required permits under federal, state, and local laws. The scales shall be calibrated annually, to ensure the accurate measurement of the weights of materials collected. Calibration certificates shall be provided to the County annually.

2.5.3 GPS HARDWARE: The Contractor shall provide and use GPS tracking for all collection vehicles used under this Contract, collecting such data, records, and information as is required by the County and APS. Each of Contractor’s primary and spare vehicles used in the performance of this Contract shall be equipped with permanently affixed, functioning GPS units. The Contractor’s costs for the GPS hardware described herein and its installation and maintenance are included in the Contractor’s bid prices for collection.
2.5.4 GPS SOFTWARE: Each collection vehicle equipped with GPS units pursuant to paragraph 2.5.5 above shall be tracked by a real-time, web-based, GPS tracking system that accurately locates and tracks each vehicle with update intervals not to exceed thirty (30) seconds. The GPS tracking system shall be capable of being used by the County to track the locations and progress of all Contractor’s vehicles at all times when the vehicles are present in the County and/or operating pursuant to the Contract. GPS tracking equipment and the associated software for all of Contractor’s vehicles shall be functioning during all times that the vehicles are present in the County and/or operating pursuant to the Contract, including but not limited to, during breaks and delivery of loads to receiving facilities.

The Contractor shall ensure that each vehicle operating pursuant to the Contract is accurately tracked by the web-based software and visible to the County and APS at all times. The Contractor’s costs for the software and web access and related services described herein are included in the Contractor’s prices for collection.

2.5.5 COUNTY AND APS ACCESS TO GPS VEHICLE TRACKING SOFTWARE: The Contractor shall at all times provide the County and APS with free, unlimited, instantaneous internet access to the web-based GPS vehicle tracking system and all unfiltered data, records, and information, as well as any reporting features for all vehicles operating under the Contract. The Contractor shall provide technical assistance on use of the software as requested by the County. In the event of a hardware failure, database/system failure, failure of the reporting functions, inaccurate information, filtering of data, inaccessibility by the County or APS, or other such issue, the Contractor shall correct the problem within three (3) business days upon notification by the County/APS.

2.5.6 EXCEPTION TO GPS VEHICLE TRACKING REQUIREMENT: At no time shall the Contractor operate a primary or spare vehicle in the County pursuant to this Contract which is not tracked on the required web-based software and visible, except with prior written permission of the Project Officer.

2.5.7 RFID-EQUIPPED CART READERS AND DATABASE: Each of the Contractor’s collection vehicles, including primary and spare vehicles, shall be equipped with a functioning RFID reader that is compatible with the Contractor’s RFID-equipped Cart inventory. Every RFID-equipped Cart emptied by Contractor shall be read by an RFID reader that shall record and store for each Cart collection event, at a minimum: the collection vehicle number, Cart type (i.e., refuse, recyclables, and organics), time and date of collection, Cart RFID tag number, and collection address. On a daily basis, the recorded data for all the RFID-equipped Carts emptied by Contractor shall be transferred to and stored in a central RFID service verification database, which the Contractor shall provide and maintain. The Contractor’s costs for the RFID readers, database and associated software, web access, and related services described herein are included in the Contractor’s prices for collection.

The Contractor shall provide the County with access to the web-based, electronic RFID database and unfiltered data, as well as reporting and download capability at all times. In the event of a failure of the database or the reporting function, the Contractor shall correct the problem within three (3) business days from notification by the County or APS.

2.6 OWNERSHIP OF COLLECTED MATERIALS
The County shall at all times hold title and ownership to all Refuse, Recyclables, and Source Separated Organic materials placed out for collections and collected by the Contractor pursuant to the Contract, until such time as the collected materials are delivered and unloaded at the County-designated facility, at which time the County’s ownership is transferred to the operator of the facility. All materials
collected under the Contract, including, but not limited to, Refuse, Recyclables, and Source Separated Organic materials, shall be delivered and unloaded by the Contractor at the County-designated facility as specified in the Contract without exception. Incidents of Contractor’s failure to deliver and unload all collected materials to the specific receiving facility designated by the County shall be considered a breach and grounds for Contract termination.

2.7 CONTRACTOR’S BUSINESS OFFICE
The Contractor shall maintain a business office with a local-exchange or toll-free telephone, voice mail, and email services, and management personnel shall be available to respond to County and APS inquiries from at least 7:00 a.m. to 5:00 p.m., Monday through Friday.

2.8 CONTRACTOR’S PERSONNEL

2.8.1 CONTRACTOR PERSONNEL: The day-to-day supervision and control of the Contractor’s employees shall be solely the responsibility of the Contractor. The Contractor shall provide a sufficient number of fully qualified employees to perform all services required under the Contract in a competent and skillful manner. At the County’s request, the Contractor shall furnish the names, qualifications, and experience for any or all personnel assigned to the Contract.

2.8.2 EMPLOYEE BEHAVIOR: The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned. The Contractor shall ensure that all of its employees provide a high standard of service and exhibit courtesy, consideration, and respect in all of their dealings with County residents, visitors, the general public, and County and APS staff.

Employees performing collection services shall at all times: exercise due care, do their work without delay, minimize noise, avoid damage to public and private property, firmly close lids on collection containers, return containers to the proper location and position, close any gates that require opening, as well as abide by all other standards of behavior for employees specified in the Contract.

2.8.3 EMPLOYEE TRAINING: All of Contractor’s employees performing work pursuant to the Contract shall be trained in and shall understand and abide by the standards specified in herein. The Contractor shall provide all new employees involved in the performance of the Contract with adequate training on the specific routes to which they are assigned and the standards herein prior to the new employee starting work under the Contract. The Contractor shall be responsible for training and re-training, as necessary, all existing employees performing work under the Contract.

2.8.4 CLOTHING AND IDENTIFICATION: The Contractor’s employees shall wear at all times while in the County a complete set of Contractor-issued clothes, to include a shirt, and any safety equipment required by all applicable federal and state regulations. While performing activities pursuant to the Contract, employees shall wear or carry identification supplied by the Contractor, and all employees must immediately present their identification when requested to do so by a County or APS employee, or member of the public.

2.8.5 UNSATISFACTORY CONDUCT: When the Contractor identifies unsatisfactory conduct by an employee, as described herein, or when the County or APS notifies the Contractor of unsatisfactory conduct, the Contractor shall take corrective action appropriate to the level of such conduct and will provide written notification to the Project Officer of such remedial action on a monthly basis.
The County and APS reserve the right to prohibit any of the Contractor’s employees from performing work under the Contract who exhibit unsatisfactory conduct including, but not limited to: discourtesy, rudeness, the use of profanity, acceptance of cash payment or gratuities, unsafe or dangerous practices, scavenging, possession of or under the influence of alcohol or illegal substances, destruction of private or public property, reckless driving, reckless spilling or scattering of Refuse or Recyclable materials, reckless handling of public or private containers, or failure to perform the work in accordance with the standards outlined herein.

2.8.6 REGULATORY COMPLIANCE: While performing collections and other Work pursuant to the Contract, the Contractor’s employees shall at all times comply with all applicable federal and state safety regulations. All Contractor personnel that drive commercial vehicles shall possess a valid Commercial Driver’s License (CDL). The Contractor’s drivers shall observe all traffic and motor vehicle laws and shall refrain from blocking traffic while performing Work under the Contract.

2.9 CONTRACT REPRESENTATIVES

2.9.1 CONTRACT REPRESENTATIVE
The Contractor shall provide a Contract Representative(s) who has overall management responsibility for the Contract and who may be contacted by the County at any time, 24 hours a day, 7 days per week, on matters relating to the Contract. The Contract Representative shall respond to any phone calls or emails from the County within two (2) hours. The County will only contact the Contractor’s Contract Representative outside of normal working hours in the event of severe weather or emergency. The Contract Representative shall promptly address the County’s concerns or requests related to overall Contract issues.

2.9.2 CUSTOMER SERVICE REPRESENTATIVE: The Contractor shall provide a Customer Service Representative who shall be available Monday through Friday during Contractor’s established office hours specified in paragraph 2.7 above. The Customer Service Representative shall be responsible for ensuring that all of the Contractor’s reporting and deliverable requirements are met and shall be the County’s point of contact for inquiries related to deliverables, billing, database information and access, and service requests. The Customer Service Representative shall also have at all times a functioning phone and computer (i.e., tablet or other such device) with email and web access for receiving and responding to the County’s web-based service order request system or other replacement system implemented by the County.

2.10 APS SMOKE FREE ZONES
Arlington Public Schools and their facilities and grounds are designated as smoke-free zones by the Arlington School Board. The Contractor shall fully comply with this directive and refrain from smoking while on APS property.

2.11 SUPPORT FOR SPECIAL PROJECTS
Arlington County’s Solid Waste Bureau performs quarterly waste characterization studies of its residential curbside programs. The materials sorting events typically take place at the Arlington County Trades Center, 4300 29th Street, South. If the County chooses to perform similar analyses of County and/or APS materials, the Contractor must be able to assist with this project by delivering targeted loads of Refuse and/or Recyclables to a staging and sorting location. This service will be performed at no additional cost to the County.
2.12 DOCUMENT SUBMISSION AS CONDITION OF CONTRACT AWARD
As a condition of Contract Award, the successful bidders shall provide the following information within 5 business days of the County’s notification to ensure Contractor’s compliance with Contract Documents. Failure to provide this information may be grounds for cancellation of award.

1. Specifications and photographs of all Dumpsters and Carts intended for use under this contract.

2. Descriptions of the collection vehicles intended for use for each type of material under this contract.

3. The name of the scale system and software package.

4. The name of the GPS system.


SECTION 3 - PAYMENT, COMMUNICATION AND REPORTING

3.1 PAYMENT FOR SERVICES RENDERED
The prices shall remain fixed for each contract year, subsequent to adjustments in accordance with the contract documents. As such, no additional fees including, but not limited to, container rentals, fuel surcharges, environmental fees, etc., will be accepted under this Contract. Purchase Orders will be issued for each year of the Contract term or portion thereof, as applicable, by each County Department using the contract services, stating the locations to be serviced by the Contractor, the contract unit prices (including the container size to which the unit price applies) and the estimated total expenditure for the period covered by the Purchase Order.

Separate payments will be made by APS and the County in monthly installments in arrears upon satisfactory completion of required services by the Contractor and receipt of a correct itemized invoice from the Contractor.

Although this solicitation and resultant contract identifies specific facilities to be serviced in Attachment H, any County facility may be added to this contract at the option of the County through issuance of a contract amendment. Additionally, any County Department may delete service when such service is no longer required during the contract period, upon fourteen (14) calendar days of written notice to the Contractor. All service level adjustments will be communicated to the Contractor by the Project Officer.

3.2 MEETINGS
The County, APS, and the Contractor shall periodically meet in order to foster effective and open communication, which is an important part of Contract implementation and administration. The period from the date the Contract is executed until six (6) months after the actual collection services begin will be referred to as the “Implementation Phase.” During the Implementation Phase, meetings between the Contractor’s Contract Representative and the County and APS shall be held two (2) times per month, or more or less frequently as mutually agreed to by the parties. The primary purpose of the meetings will be to discuss transition and implementation of the contract; evaluate calibration techniques for on-board scales; present and seek resolution of any issues, complaints, or problems, and to finalize
reporting formats.

After the Implementation Phase, meetings between the parties shall be held on a monthly basis, unless otherwise mutually agreed to by the parties. In the event that significant service issues or challenges arise, both parties agree to meet and confer in good faith at either parties’ request in an attempt to reach resolution.

3.3 INVOICES
On a monthly basis by no later than the seventh (7th) business day after the month’s end, the Contractor shall submit a detailed invoice to APS and the County in an electronic format. The invoice shall include supporting information as detailed in Section 3. The Contractor will also submit an additional copy of each invoice to the Project Officer upon request. The invoice shall include the applicable Purchase Order number and be itemized by service type for the services provided during the month in accordance with the contract prices. The County and APS will not approve payment to the Contractor until the correct invoice, the Monthly Report for the invoiced month and all required daily reports have been accurately submitted to and received by the County, unless otherwise agreed to in writing by the County.

3.4 REPORTS
The Contractor shall provide the following reports as described in this Section and in accordance with the procedures and schedules described below. The Contractor’s failure to provide the required deliverable within the required timeframes shall be ground for Contract termination.

3.4.1 Daily Report: The Contractor shall provide to the Project Officer upon request, in the format specified by the County a daily report that includes, at minimum, any equipment failures (i.e. RFID readers, on-board scales), delays, or accidents.

3.4.2 Monthly Tonnage and Billing Report: On a monthly basis, by no later than the seventh (7th) business day after the month’s end, the Contractor shall provide the County with a complete and accurate listing of the month’s collections by address, tonnages and charges in an electronic format specified by the County. The monthly report shall list all collections separated by address. The monthly report shall include all material collected by each truck for each address to include Refuse, Recyclables, and Source Separated Organics. The file must include for each load collection: the gross weight, net weight, truck number, waste/material type, receiving facility name, delivery date, delivery day, time in, time out (if provided) and other fields specified by the County, with scanned copies of the original weight tickets. Lastly, the report must list the charges associated with each collection by address. The Contractor shall keep the original weight tickets as back-up. A false or altered weight ticket submitted by the Contractor shall be cause for the County to deduct the cost of the load from the Contractor’s invoice for services under the Contract and/or Contract termination.

The report shall also include a status of any status of outstanding complaints, inventories of space Carts, Dumpsters, and associated parts, and any locations added or deleted during the previous month.

Failure to submit monthly reports will be cause for Contract termination and assessing liquidated damages (Section 4). The County reserves the right to request that the Contractor provide a weekly report with the same information as required under the monthly report.
3.4.3 Annual Report: On an annual basis the Contractor shall provide a listing of individual accounts by address, the total number of containers (by size) collected from each location including the quantity of containers, price per container, price per month, and the total amount charged per address throughout the year (i.e. November 2016-October 2017). This report shall be due by no later than November 30th of each contract year.

SECTION 4 - LIQUIDATED DAMAGES:

The Contractor shall provide consistent service, submit all required data and reports within the time periods specified, and consistently provide accurate and correct information. The Contractor acknowledges that the County will experience increased administrative and operational costs in the event of the Contractor’s non-performance or poor performance of its contractual obligations or the Contractor’s failure to adhere to the Contract’s minimum performance standards. Accordingly, because of the difficulty in determining the actual losses that the County will suffer by reason of the Contractor’s non-performance, poor performance, or failure to adhere to minimum performance standards, and because the accumulated effect of repeated incidents will negatively affect the positive public image of the County’s solid waste services and because of the increase costs to the County, the parties agree to the liquidated damages specified herein that shall be paid by the Contractor to the County.

The amounts are established as liquidated damages and not as a forfeiture or penalty for the Contractor’s failure to comply with the specified terms and provisions. The Contractor hereby waives any defense to the validity of any liquidated damages stated in this Agreement as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

The County Project Officer or designee may assess liquidated damages for each instance of non-performance or poor performance, at his/her sole discretion, with consideration of the specific circumstances and related events, as well as the Contractor’s overall performance and efforts to mitigate impacts and maintain service levels. Any liquidated damages assessed shall be in addition to any reimbursement or other restitution required under the Contract. For the first sixty (60) days after the start of the Initial Contract Term, the County Project Officer shall document but shall waive any liquidated damages assessed, except that liquidated damages for:

1) Early starts prior to 7:00 a.m. and

2) Unloading, discharging, or disposing of Refuse, Recyclables, or Source Separated Organics at any location other than the specific facility designated by the County, shall not be waived.

The individual liquidated damages assessed will be documented by the County in writing and shall be deducted by the County from the Contractor’s invoice for services under this Contract in accordance with the following schedule presented below. Consecutive assessments by the County of liquidated damages over three (3) or more calendar months shall be considered grounds for Contract termination.

4.1 COLLECTION AND HANDLING, LIMITED TO SERVICE AREA: Commingling during or after collection, any Refuse, Recyclables, or SSO waste pursuant to Section 1.9 of the specification - $1,000 each occurrence
4.2 **MISSED COLLECTION**: Failure to pick up, per Section 2.1.5 - $100 per container assessed for each 24-hour period that the container goes uncollected.

4.3 **COLLECTION AND HANDLING, METHOD**: Failure to empty container in accordance with Section 2.2 - $100 each occurrence per container.

4.4 **LITTER ON ROUTE**: Contractor’s failure to pick up spilled Refuse or Recyclables within one hour after notification of the incident - $100 each occurrence. Three consecutive monthly deductions may be considered grounds for canceling the Contract.

4.5 **EARLY COLLECTIONS**: Any Collection service started prior to 7:00 A.M. – $100 each occurrence.

4.6 **SAFETY VIOLATIONS**: Failure to wear the safety equipment, specified in “General Terms and Conditions/Safety” (safety vests, uniforms, gloves, proper footwear), by a Contractor’s employee – $25 per employee per day.

4.7 **EQUIPMENT FAILURE**: Failure to repair vehicle mounted scale systems within three (3) days of notification - $100 per day.

4.8 **FAILURE TO SUBMIT REPORTS**: Failure to submit required reports per Section 3.4 - $100 per calendar day past the due date.

4.9 **MISSED COLLECTIONS, SAME ADDRESS**: Three misses of the same address within a six (6) month period, whether or not the misses were collected within the required timeframe pursuant to Section 2 of the specifications - $100 each occurrence.

4.10 **NOTIFICATION TAG, FAILURE TO LEAVE**: Failure to leave Notification Tag on uncollected Dumpster or Cart, per Section 2.1.7 of this Exhibit - $100 per occurrence.

4.11 **RFID-EQUIPPED CART DATABASE**: Failure to maintain accurate RFID-equipped Cart database records or to update the RFID-equipped Cart database records on a daily basis pursuant to Section 2.5.6 of the specifications - $50 per day.

4.12 **FAILURE OF GPS TRANSPONDERS**: Failure of GPS transponders - $75 per day, per vehicle.

4.13 **FAILURE TO SUBMIT SCALE DATA**: Failure to transmit scale data on a daily basis - $75 per collection site, per day.

4.14 **VEHICLES**: Collection vehicles not equipped with functioning RFID reader or vehicle not equipped with functioning GPS tracking unit pursuant to Section 2.5 of the specifications - $200 per vehicle per day.
III. CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS
The “Contract Documents” consist of the bid of the successful bidder (hereinafter “Contractor”) and Arlington County (hereinafter “County”) Invitation to Bid No. 17-038-ITB-LW.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the “Contract” or the “Agreement”.

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter “the Work”), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide solid waste and recycling collection services from Arlington County and Arlington County Public Schools. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
The Work shall commence on January 1, 2017, and shall be completed no later than October 31, 2021 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract prices for not more than three (3) additional twelve (12) month periods from November 1, 2021 to October 31, 2024 (each such period shall be referred to as "Subsequent Contract Term").

4. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENT
The unit prices for collections of Refuse, Recyclables, and Source-Separated Organics shall remain firm until December 31, 2017 (“Price Adjustment Date”). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than sixty (60) days prior to the Price Adjustment Date. Requests for adjustment(s) to unit prices for ensuing years shall not exceed the percentage of escalation / de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (“CPI-U”) for the twelve (12) month period ending in July of each year of the Contract. The CPI-U adjustment shall be limited to fifty percent (50%) of each unit price, and calculated in the following manner:

\[ \text{CPI-U Adjustment Example (for Refuse collection, 8-yard Dumpster):} \]

**Assumptions**
- Price per Pull = $20.00
- CPI-U = 3.0%

**Formula**
\[ (.50 \times \text{Unit Price} \times \text{CPI-U}) + (.50 \times \text{Unit Price}) = \text{Adjusted Price (round to nearest cent)} \]
**Calculation**

\[
\text{Calculation} \ (0.50 \times 20.00 \times 1.03) + (0.50 \times 20.00) = \text{Adjusted Unit Price}
\]

\[
(10.30) + (10.00) = 20.30
\]

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth above, by the thirtieth (30th) calendar day prior to the Price Adjustment Date, the County may in its sole discretion terminate the Contract. The contract unit price(s) that changed as a result of this procedure shall become effective the day after the Price Adjustment Date and shall be binding on both parties for 12 months following the adjustment which shall be considered the new Price Adjustment Date.

5. **PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officers ("Project Officer") who shall be appointed by Arlington County and Arlington Public Schools. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. **ARLINGTON COUNTY AND ARLINGTON PUBLIC SCHOOLS TERMS AND CONDITIONS**

This Contract shall be governed by the Arlington County and Arlington Public Schools Terms and Conditions in performance of the work for each entity. Arlington County and Arlington Public Schools will make separate awards of the Contract.
IV. ARLINGTON COUNTY CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

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

5. **NON-APPROPRIATION**
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first.

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

7. **DAMAGE TO PROPERTY**
Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County’s satisfaction at the Contractor’s expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

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

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

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

At any time throughout Contract Term, the Contractor shall provide to the County, at the County’s request, a copy of the Contractor’s written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County’s request may result in cancellation of the contract.

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

11. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of its Work pursuant to this Contract, the Contractor agrees as follows:

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

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

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

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

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

12. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with § 2.2-4311.1 of the Code of Virginia, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.
13. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this

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Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys’ fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

17. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys’ fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

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

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

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

19. OWNERSHIP AND RETURN OF RECORDS

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

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

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

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

20. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

21. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
22. **COUNTY EMPLOYEES**
No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

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

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

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

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

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

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

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

28. AUDIT
The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor’s expense. Should the County’s examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County’s request, reimburse the County for the overcharges and for the reasonable costs of the County’s examination, including, but not limited to, the services of external audit firm and attorney’s fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days’ notice and must not dispose of the documents if the County objects.

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

30. AMENDMENTS
Unless otherwise specified herein, this Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

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

32. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the
County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court of law.

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

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

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

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

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

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

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

40. HEADINGS
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

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41. AMBIGUITIES
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

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

TO THE CONTRACTOR:

__________________________
__________________________
__________________________

TO THE COUNTY:

__________________________, Project Officer
__________________________
__________________________

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

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

44. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE
The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (Service Contract Wage provisions, herein referred to as “Living Wage” provisions) are applicable to this Contract. Therefore, the Contractor shall comply with Section 4-103 of the Arlington County Purchasing Resolution, pertaining to service contract wages (referred to herein as “Living Wage” provisions), during the performance of this Contract. All employees of the Contractor or any of its subcontractors working on County-owned or County-occupied property shall be paid an hourly wage no less than the hourly Living Wage rate published on the County’s world-wide web site at the time of Contract execution.
b. **COMPLAINTS BY AGGRIEVED EMPLOYEES**
   Within six (6) months of the Contractor’s failure to comply with the Living Wage provisions, an aggrieved employee of the Contractor may file a complaint with the County’s Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid any affected employee a wage rate less than that required under the Living Wage provisions, the Contractor shall be liable to the employee for the amount of unpaid wage, plus interest at the current judgment rate set under Virginia law. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint with the County’s Purchasing Agent, or takes any other action to enforce the requirements of this clause.

c. **ADDITIONAL COMPLIANCE REQUIREMENTS**
   At all times during the term of the Contract, the Contractor shall:

   1. Post the current wage rate, in English and Spanish, in a prominent place at its offices and each location where its employees perform services under this Contract (refer to Attachment A);

   2. Provide, within five (5) days of an employee’s request, a written statement of the then current required wage rate (using the same form provided in item 1) above;

   3. Include the provisions of this clause in all subcontracts for work performed under this Contract; and

   4. Submit to the Purchasing Agent, within five (5) working days of the end of each quarter, quarterly payroll reports, and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (refer to Attachment B). Include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

d. **CONTRACTOR RECORD KEEPING**
   The Contractor shall keep and preserve records which show wages and benefits provided to each employee assigned to perform services under this Contract for a period of three (3) years after the expiration or earlier termination of this Contract. The Contractor shall permit the County’s Purchasing Agent, or authorized representative, to examine and make copies of such records at reasonable times and without unreasonable interference with the business of the Contractor.

e. **VIOLATIONS**
   Violation of this clause, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor from consideration for future awards of County contracts.

45. **INSURANCE REQUIREMENTS**
Prior to the execution of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the County Purchasing Agent evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter “coverage”, “coverages” or
insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of “A-VII”, and as acceptable to the County. The insurance requirements herein shall not operate as a limitation of the Contractor’s liability or as a limitation of the Contractor’s duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below are adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker’s Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of $1,000,000.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an “Acord” certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

f. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor’s responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain
an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

g. Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

h. Contract Identification – All documentation and copies of endorsements required hereunder shall state this Contract’s number and title.

i. Certificate Holder - The Certificate Holder must be identified as:

    The County Board of Arlington County, VA
    c/o The Purchasing Agent
    2100 Clarendon Boulevard, Suite 500
    Arlington, VA 22201

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. 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. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers’ Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors’ documentation of coverage and endorsements specified herein to the County Purchasing Agent immediately upon request by the County and/or prior to a subcontractor performing work related to this Contract.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

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

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.
V.  ARLINGTON PUBLIC SCHOOLS CONTRACT TERMS AND CONDITIONS

Bidder: The general terms and conditions and instructions to bidders which follow apply to all purchases and become a part of all formal solicitations and become a part of all Contract awards and Purchase Order issued by the Arlington Public Schools (APS), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids, failure to do so will be at the bidder’s own risk and will not be a basis for relief.

Subject to all State and local laws, policies, resolutions, regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by APS will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation. Where there is a conflict between these General Conditions and Instructions and the Purchasing Resolution, the Purchasing Resolution shall prevail.

1. **AUTHORITY**
The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying each and every solicitation, Purchase Order or other award issued by the APS. In the discharge of these responsibilities, the Purchasing Agent is assisted by buyers under his supervision. No other Arlington Public Schools officer or employee is authorized to order supplies or services, enter into purchase negotiations or Contract. Any Purchase Order or Contract made which is contrary to these provisions and authorities shall be void and neither the Arlington County School Board (ACSB), nor any of its officers and employees, shall be bound thereby.

2. **INDEPENDENT CONTRACTOR**
The Contractor will be legally considered as an independent Contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. APS will not withhold from the Contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, APS will not provide to the Contractor any insurance coverage or other benefits, including workers’ compensation, normally provided by APS for its employees.

3. **ARLINGTON PUBLIC SCHOOLS EMPLOYEES**
No employee of APS shall be admitted to any share or part of this Contract or to any benefit that may arise from the contract which is not available to the general public.

4. **INTENTIONALLY DELETED**

5. **INTENTIONALLY DELETED**

6. **INTENTIONALLY DELETED**

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19. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS
   A written award (Acceptance Agreement or two party Contract) mailed or otherwise furnished to
   the successful bidder within the time for acceptance specified in the solicitation shall be deemed to
   result in a binding Contract. The following documents which are included in the solicitation shall be
   incorporated by reference in the resulting Contract and become a part of the Contract:
   19.1 Bidder’s Bid Form
   19.2 Pricing Schedule
   19.3 APS Acceptance Agreement/Acceptance Agreement;
   19.4 General Terms and Conditions & Instructions to Bidders
   19.5 Any Special Conditions if applicable
   19.6 Any addenda
20. ITENTIONALLY DELETED
21. ITENTIONALLY DELETED
22. ITENTIONALLY DELETED
23. ITENTIONALLY DELETED
24. DELIVERY
   24.1 Time is of the essence for any orders placed as a result of this solicitation. APS reserves the
   right to cancel such orders, or any part thereof, without obligation if delivery is not made at
   the time(s) specified in the awarded Contract. All items shall be delivered F.O.B. destination
   and delivery included in the bid price. Failure to do so may be cause for termination of the
   Contract. The bidder shall assume all liability and responsibility for the delivery of
   merchandise in good condition to the specified delivery location(s).
24.2 In the case of failure by the Contractor to deliver goods or services in accordance with the Contract, APS, after oral or written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which APS may have pursuant to this Contract under law. APS shall be entitled to offset such costs against any sums owed by APS to the Contractor.

25. **ACCEPTANCE OF MATERIAL**

The goods/services delivered under this solicitation shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of APS. The goods/services must comply with the specifications and terms and conditions of the solicitation and be of the highest quality. In the event the goods/services supplied to APS are found to be defective or not to conform to specifications, APS reserves the right to cancel the order upon written notice to the Contractor and return products to Contractor at the Contractor’s expense.

26. **APS PURCHASE ORDER REQUIREMENT**

Purchases by APS are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Contractors providing goods or services without a signed APS Purchase Order, do so at their own risk. APS will not be liable for payment of any purchases made by its employees without appropriate purchase authorization issued by APS Purchasing Agent.

27. **CHANGES TO PURCHASE ORDERS**

Any changes to an existing Purchase Order must be approved in advance through issuance of a written change order by the Purchasing Office. APS will not assume responsibility for the cost of any changes made without issuance of a written change order.

28. **CHANGES AND AMENDMENTS TO CONTRACTS**

28.1 APS may, at any time, by written notice, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor’s cost of, time required for, performance of any services under this Contract, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. The APS Purchasing Office must approve all work that is beyond the original scope of work.

28.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the APS Purchasing Director/Purchasing Agent.

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

29. **PAYMENT TERMS**

Payments will be made within 30 days after receipt of an approved invoice by APS. Discounts for prompt payment will not be considered in the evaluation of bids. However, any offered discount will become part of the award and will be taken if payment is made within the discount period.
offered in the bid. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

30. **INVOICES**

Invoices unless otherwise specified on the Contract or Purchase Order, will be submitted for each Purchase Order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading properly receipted, must be attached to the invoice. Mail invoices, as applicable:

Arlington Public Schools
Office of Accounting
1426 N. Quincy St.
Arlington, VA 22207

31. **TAXES**

APS is exempt from the payment of any federal excise or any Virginia State Tax. The price bid must be net, exclusive of taxes. However, when under established trade practice, any federal excise tax is included in the list price; the bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by APS. The APS Federal Tax Exemption Number is 54-600128. Contractors located outside the Commonwealth of Virginia are advised that, when the bid calls for materials to be picked up by the APS at their place of business, they may charge and collect their own local/state sales tax.

32. **COPYRIGHTS OR PATENT RIGHTS**

By submitting a bid, the Bidder certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of the solicitation. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, will indemnify APS and will save APS, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

33. **APPROPRIATION OF FUNDS**

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

34. **TERMINATION FOR CONVENIENCE**

Unless otherwise stated, any resultant Contract may be terminated by APS, in whole or in part, whenever APS determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Contractor at
least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date. If funds are not appropriated for this Contract for any APS fiscal year, the Contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated (see paragraph 34., Appropriation of Funds). Contract termination pursuant to this section shall not be considered a Contract default, and APS shall not be liable for future payments or for cancellation or termination charges.

35. **TERMINATION FOR CAUSE**

35.1 If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, APS thereupon has the right to declare the Contractor in default in whole or in part. In the event APS elects to declare the Contractor in default, APS will notify the Contractor by written notice describing the nature of the default and providing the Contractor a right to cure such default within ten (10) days after the date of the notice, or within such longer period as APS, in its sole and absolute discretion, may prescribe. In the event the default is not cured within the time period, APS has the right to take necessary actions to correct or complete the work. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of the APS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

35.2 Notwithstanding the above, the Contractor shall not be relieved of liability for damages sustained by APS by virtue of any breach of Contract by the Contractor until such time as the exact amount of damages due to APS from the Contractor can be determined.

36. **INTENTIONALLY DELETED**

37. **OWNERSHIP OF DOCUMENTS**

37.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant Contract shall, at the option of APS, become APS property and shall be delivered to and remain the property of APS upon completion of the work or termination of the Contract. APS shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

37.2 Any art work provided to the Contractor by APS shall be returned to APS upon delivery of the final products and/or services. Any art work, negatives, proofs, etc. produced by the Contractor in order to supply the products or services Contracted for shall become the property of APS and shall be sent to APS upon delivery of the final products and/or services unless otherwise requested by APS. Failure to deliver the art work, negatives, proofs, etc. shall be cause for withholding any payment due.
38. **COMPLIANCE WITH ALL REQUIREMENTS**
   The Contractor shall comply with all applicable Federal, State and Local laws, codes and regulations. The Contractor shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the performance of the work.

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

40. **LEGAL PROCEEDINGS**
   The Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Arlington County, Virginia. The Contractor shall comply with applicable federal, state, and local laws and regulations.

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

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

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

   43.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin 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 provision of this nondiscrimination clause.

   43.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

   43.3 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.

   43.4 The Contractor will include the provisions of the foregoing paragraphs 43.1, 43.2 and 43.3 in every Sub-Contract or Purchase Order of over $10,000, so that the provisions will be binding upon each Sub-Contractor or vendor.
43.5 The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

44. CONTRACTUAL DISPUTE

44.1 Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor’s intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the dispute is based. Any notice or dispute shall be delivered to the Superintendent, Arlington Public Schools, 1426 N. Quincy Street, Arlington, Virginia 22207 and shall include a description of the factual basis for the dispute and a statement of the amounts claimed or other relief requested. The Superintendent shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the dispute. The Contractor may appeal the decision of the Superintendent to the Arlington County School Board by providing written notice to the Superintendent, within 15 days of the date of the decision. The Arlington County School Board shall render a decision on the dispute within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to APS no later than 30 days following the conclusion of the work or delivery of the goods, unless other terms are prescribed by Contract.

44.2 A Contractor may not institute legal action as provided in the APS Resolution prior to receipt of APS’s decision on the claim.

45. DRUG-FREE WORKPLACE

45.1 During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Sub-Contract or Purchase Order of over $10,000, so that the provisions will be binding upon each sub-Contractor or vendor.

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

46. PAYMENTS TO SUBCONTRACTORS

In accordance with Virginia Code Section 2.2-4354 the Contractor agrees that:
46.1 Should any sub-contractor be employed by the Contractor for the provision of any goods or services under the resultant Contract, the Contractor agrees to the following:

46.1.1 The Contractor shall, within seven days after receipt of any payments from the County pursuant to the resultant Contract, either:

46.1.1.1 Pay the sub-contractor for the proportionate share of the total payment received from APS attributable to the goods or services provided by the Sub-Contractor; or

46.1.1.2 Notify APS and the sub-contractor, in writing, of the intention to withhold all or a part of the sub-contractor’s payment with the reason for nonpayment. Written notice shall be given to: Superintendent, Arlington Public Schools, 1426 N. Quincy Street, Arlington, VA 22207.

46.1.2 The Contractor shall pay interest to the Sub-Contractor, at the rate of one percent per month on all amounts owed to the Sub-Contractor that remain unpaid after seven days following receipt of payment from APS for goods or services provided under the resultant Contract, except for amounts withheld under the subparagraph immediately preceding this subparagraph.

46.1.3 The Contractor shall include in each of its Sub-Contracts a provision requiring each Sub-Contractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Sub-Contractor.

46.1.4 The Contractor’s obligation to pay an interest charge to a Sub-Contractor shall not be an obligation of APS.

46.1.5 No Contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

47. INDEMNIFICATION
To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify APS, and all of its officials, agents and employees (collectively, “APS”) from and against any and all claims, loss, damage, injury, costs (including court costs and attorney’s fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor’s performance (or nonperformance) of the agreement terms or its obligations under this Contract.

48. ETHICS IN PUBLIC CONTRACTING

48.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4377, the Virginia Public Procurement Act, shall be applicable to all Contracts solicited or entered into by APS. A copy of these provisions may be obtained from the Purchasing Agent upon request.

48.2 The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31
of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

49. **NOTIFICATION**
Any notice required by the Contract shall be effective if given by regular mail, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to APS shall be given by regular mail to the Arlington Public Schools, Purchasing Agent, 1426 N. Quincy Street, Arlington, VA 22207. The Contractor agrees to notify APS immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

50. **EXTENSION OF CONTRACT TERM**
The APS Purchasing Office, at its sole and absolute discretion, may extend the final Contract term or final Contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

51. **AUDIT**

51.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant Contract for a period of not less than three years after the effective date of final payment or Contract termination. During this three year term, APS, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor’s normal working hours.

52.2 There shall be no fees or costs charged to APS by the Contractor for any such audit activities.

52.3 The Contractor shall include the audit provisions of this section in all Sub-Contracts and Contracts of any entity providing goods or services pursuant to this Contract so as to guarantee APS’s rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to APS. Should the Contractor fail to ensure APS’s rights under this section, the Contractor shall be liable to APS for all reasonable costs and expenses APS may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

53. **GUARANTEES & WARRANTIES**

53.1 The Contractor shall, through itself and/or the manufacturer, provide APS with a warranty on all products provided by the Contractor. The warranty shall be for a period of at least one-year, or the manufacturer’s standard warranty, whichever is longer.

53.2 The warranty shall include all parts, labor, transportation, and any other costs (except general supply items) necessary to keep the product in good operating condition.

53.3 The cost of this one-year warranty shall be included in the price quoted.
53.4 If seasonal limitations prevent performance of any required testing of the product, the warranty period for such equipment shall begin after the tests have been successfully performed.

54. **USE OF INFORMATION AND DOCUMENTS**

APS and its officials, employees and agents will copy and use the response of the bidder and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a Contract. The bidder is responsible for obtaining any necessary authorizations for such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the bidder has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned bidder agrees to indemnify, defend and hold APS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark copyright laws, related to use of information and documents submitted with the Bidder’s response.

55. **FAITH BASED ORGANIZATIONS**

APS does not discriminate against faith-based organizations.

56. **IMMIGRATION REFORM AND CONTROL ACT**

In accordance with § 2.2-4311.1 of the Code of Virginia, Contractors shall certify that they have not, and will not during the performance of the Contract for goods and services of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

57. **HIPAA COMPLIANCE**

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

58. **CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS**

58.1 As a condition of awarding a contract for the provision of Work that require the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Arlington School Board shall require the Contractor to provide certification that all persons who will provide such services have not (i) been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (ii), as more particularly set forth in Va. Code Ann. Section 18.2-370.4 no person shall perform any part of the Work on the property of an existing elementary or secondary school who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding; and (iii) as more particularly set forth in Va. Code Ann. Section 18.2-370.5, no person shall perform any part of the Work on the property of an existing elementary or secondary school during school hours or during school-related or school sponsored activities who has been convicted of a sexually violent
offense. The Contractor certification covers its employees, its Subcontractors and the employees thereof.

58.2 The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor’s certification.

58.3 The Contractor shall submit to APS a completed Contractor Certification Regarding Criminal Convictions on the form provided by APS (see Attachment C).

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

60. SUBCONTRACTING

60.1 The Contractor shall not enter into any Subcontract with any Subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this Contract is to be performed.

60.2 The Contractor shall be as fully responsible for the acts or omissions of its Subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

60.3 The Contractor shall insert appropriate clauses in all Subcontracts to bind Subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of Subcontractors.

60.4 Nothing contained in this Contract shall create any Contractual relationship between any Subcontractor and APS.

61. CONTRACTOR RESPONSIBILITY FOR DAMAGE TO PROPERTY
The Contractor shall be responsible for damages to property caused by work performed under the Contract or Purchase Order. The Contractor shall repair to proper working order or replace, to APS’s satisfaction, any property damaged either directly or indirectly by its actions.

62. FORCE MAJEURE

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

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

63. **INTENTIONALLY DELETED**

64. **SUBCONTRACTING WITH SMALL & MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE, & LABOR SURPLUS AREA FIRMS**

The Contractor should take the following steps to assure that, whenever possible, subcontracts are awarded to minority firms, women’s business enterprises, and labor surplus area firms:

64.1 Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

64.2 Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;

64.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;

64.4 Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation by small and minority businesses and women’s business enterprises; and

64.5 Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and state and local.

65. **GENERAL INSURANCE REQUIREMENTS**

65.1 The Contractor shall provide a Certificate of Insurance to the Purchasing Agent indicating that the Contractor has in force the coverage below prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. All required insurance coverage’s must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to APS. The minimum insurance coverage shall be:

65.1.1 Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability at the state statutory limits. APS will not accept W/C coverage issued by the Injured Worker's Insurance Fund of Towson, MD.

65.1.2 Commercial General Liability - $1,000,000 per occurrence with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this project. Evidence of Contractual Liability coverage shall be typed on the certificate.
65.1.3 Additional Insured - Arlington County School Board shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

65.1.4 Cancellation - A thirty (30) day notice of cancellation or non-renewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to APS Purchasing Agent.

65.1.5 Contract identification - The insurance certificate shall state contract number and title.

65.1.6 Business Automobile Liability -- $1,000,000 Combined Single Limit (Owned, non-owned and hired).

65.2 The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by APS.

65.3 No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

65.4 The Contractor shall be responsible for the work performed under the Contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work.

The Contractor shall be as fully responsible to APS for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

66. PRICE REDUCTION
If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a “general price reduction” shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor’s customers generally, or (2) in the Contractor’s price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc. which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a “general reduction” under this provision. The Contractor shall submit their invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the “Price Reduction” provision of the contract documents. The Contractor, in addition, will within ten (10) days of any general price reduction, notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY LEAD TO TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction all ordering offices will be duly notified by the Purchasing Agent. The Contractor, if requested, shall
furnish, within ten (10) days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions are made, that as provided above, they were reported to the Purchasing Agent within ten (10) days, and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.
VI. ATTACHMENTS AND FORMS
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 17-038-ITB-LW

B I D  F O R M

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

BIDS WILL BE OPENED AT 3:00 P.M., ON OCTOBER 20, 2016

FOR PROVIDING SOLID WASTE AND RECYCLING COLLECTION SERVICES FROM ARLINGTON COUNTY AND ARLINGTON COUNTY PUBLIC SCHOOLS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

PLEASE COMPLETE THE PRICING SHEET PROVIDED WITH THE BID DOCUMENTS AS ATTACHMENT I TO ITB NO. 17-038-ITB-LW AND SUBMIT IT WITH YOUR BID.

FAILURE TO SUBMIT THE PRICING SHEET WITH THE BID WILL DEEM THE BIDDER NONRESPONSIVE.

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL ADDENDA THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent’s website (http://www.arlingtonva.us/purchasing).

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

TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

ITB No. 17-038-ITB
65
BIDDER NAME: ________________________
Please mark one:

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

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

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

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

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

NAME: ________________________________________________________________

ADDRESS: ____________________________________________________________

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

AUTHORIZED SIGNATURE: ________________________________

PRINT NAME AND TITLE: ________________________________

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

NAME (PRINTED): __________________ TITLE: ______________________

E-MAIL ADDRESS: ______________________ TEL. NO.: __________________

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

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<th>IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?</th>
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| IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC: |

| ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED |

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

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METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (COG)
RIDER CLAUSE

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

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

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

C. A negative reply will not adversely affect consideration of a bidder’s bid/proposal.

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

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

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

Continued on next page
### BIDDER’S AUTHORIZATION TO EXTEND CONTRACT:

<table>
<thead>
<tr>
<th>YES/NO JURISDICTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexandria, Virginia</td>
</tr>
<tr>
<td>Alexandria Public Schools</td>
</tr>
<tr>
<td>Alexandria Sanitation Authority</td>
</tr>
<tr>
<td>Arlington County, Virginia</td>
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<tr>
<td>Arlington County Public Schools</td>
</tr>
<tr>
<td>Bladensburg, Maryland</td>
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<tr>
<td>Bowie, Maryland</td>
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<tr>
<td>Charles County Public Schools</td>
</tr>
<tr>
<td>College Park, Maryland</td>
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<tr>
<td>Culpeper County, Virginia</td>
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<tr>
<td>District of Columbia</td>
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<tr>
<td>District of Columbia Courts</td>
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<tr>
<td>District of Columbia Public Schools</td>
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<tr>
<td>District of Columbia Water and Sewer Authority</td>
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<tr>
<td>Fairfax, Virginia</td>
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<tr>
<td>Fairfax County, Virginia</td>
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<tr>
<td>Fairfax County Water Authority</td>
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<td>Falls Church, Virginia</td>
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<td>Fauquier County Schools and Government, Virginia</td>
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<td>Herndon, Virginia</td>
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<td>Leesburg, Virginia</td>
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<td>Loudoun County, Virginia</td>
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<td>Loudoun County Public Schools</td>
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<td>Loudoun County Sanitation Authority</td>
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<tr>
<td>Manassas, Virginia</td>
</tr>
<tr>
<td>City of Manassas Public Schools</td>
</tr>
<tr>
<td>Manassas Park, Virginia</td>
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<tr>
<td>Maryland-Park, Virginia</td>
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<tr>
<td>Maryland-National Capital Park and Planning Commission</td>
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<tr>
<td>Metropolitan Washington Airports Authority</td>
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<td>Metropolitan Washington Council of Governments</td>
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<tr>
<td>Montgomery College</td>
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<td>Montgomery County, Maryland</td>
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<tr>
<td>Montgomery County Public Schools</td>
</tr>
<tr>
<td>OmniRide</td>
</tr>
<tr>
<td>Prince George’s County, Maryland</td>
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<tr>
<td>Prince George’s Public Schools</td>
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</tr>
<tr>
<td>Prince William County Service Authority</td>
</tr>
<tr>
<td>Rockville, Maryland</td>
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<tr>
<td>Spotsylvania County Schools</td>
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<tr>
<td>Stafford County, Virginia</td>
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<tr>
<td>Takoma Park, Maryland</td>
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<tr>
<td>Upper Occoquan Sewage Authority</td>
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<tr>
<td>Vienna, Virginia</td>
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<tr>
<td>Virginia Railway Express</td>
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<tr>
<td>Washington Metropolitan Area Transit Authority</td>
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<tr>
<td>Washington Suburban Sanitary Commission</td>
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<tr>
<td>Winchester, Virginia</td>
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<tr>
<td>Winchester Public Schools</td>
</tr>
</tbody>
</table>

### BIDDER’S LEGAL NAME:

[blank line]

### DATE OF BID:

[blank line]
ATTACHMENT A

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN ARLINGTON COUNTY SERVICE CONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCCUPIED PROPERTY SHALL NOT BE LOWER THAN

$14.50 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
703-228-3410
AVISO de SALARIO MINIMO

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERA DE:

$14.50 POR HORA

REFERENCIA: SECCION 4-103, DE LA RESOLUCION DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON. (ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA MAS INFORMACIÓN SIRVASE LLAMAR A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFFICINA No 500
ARLINGTON, VA 22201
ATTACHMENT B

ARLINGTON COUNTY
CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT

Quarter: ______________________ to ______________________

Contract Number: ______________________ Date: _________

Company Name and Address: ____________________________________________

Authorized Signature: ______________ Printed Name: ______________

In order to audit your firm’s compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All personnel of the Contractor and any of its subcontractors working on Arlington County property, or Arlington County occupied property, shall be listed.

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>TOTAL HOURS THIS QUARTER</th>
<th>HOURLY WAGE</th>
<th>GROSS EARNINGS ON THIS CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

By signing this form, the above-listed company certifies that the information provided is accurate and complete.
CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.

The completed form from the Contractor is a condition precedent to the award of the Contract.

As the official authorized to enter into this Contract on behalf of my organization, I certify that:

1. No employee of the organization who will have direct contact with students on school property during regular school hours or during school-sponsored activities during the performance of this Contract has been convicted of a felony or of any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and

2. As more particularly set forth in Virginia Code Ann. Section 18.2-370.4, no employee who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding will enter upon the property of an existing elementary or secondary school in the performance of the Work; and

3. As more particularly set forth in Virginia Code Ann. Section 18.2-370.5, no employee who has been convicted of a sexually violent crime shall enter upon the property of any existing elementary or secondary school during school hours or during school-related or school sponsored activities in the performance of the Work.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

___________________________________  ______________________________________
Name of Firm                               Signature

___________________________________  ______________________________________
Address of Firm                             Name and Title (please type or print)

___________________________________  ______________________
Telephone                                 Date
## PROGRAM TONNAGE TRENDS

<table>
<thead>
<tr>
<th>Year</th>
<th>Recyclables</th>
<th>Refuse</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016 (thru June)</td>
<td>211</td>
<td>1,441</td>
</tr>
<tr>
<td>2015</td>
<td>521</td>
<td>2,435</td>
</tr>
<tr>
<td>2014</td>
<td>827</td>
<td>2,246</td>
</tr>
<tr>
<td>2013</td>
<td>555</td>
<td>2,041</td>
</tr>
<tr>
<td>2012</td>
<td>457</td>
<td>2,305</td>
</tr>
<tr>
<td>2011</td>
<td>250</td>
<td>2,228</td>
</tr>
</tbody>
</table>
ATTACHMENT E

RECYCLABLES ACCEPTED IN ARLINGTON COUNTY AND ARLINGTON PUBLIC SCHOOLS FACILITIES

- Aluminum food and beverage containers
- Glass food and beverage containers – brown, clear green
- Ferrous (Iron) cans
- PET plastic containers
- HDPE natural plastic containers
- HDPE pigmented plastic containers
- #3-#7 Plastic bottles, jugs and rigids
- Aseptics – milk, juice, ice cream, wine, soup cartons
- Newsprint
- Old corrugated cardboard
- Office Paper
- Clean Pizza Boxes
- Magazines
- Catalogs
- Dry Food Boxes
- Egg Cartons
- Cereal boxes
- Softcover books
- Junk Mail

PREPARATION GUIDELINES:

Metal, glass, plastic and aseptic containers should be empty and rinsed if necessary. Mixed paper, newsprint, catalogs, etc. should be clean and dry. Cardboard boxes should be flattened.

Metal, glass, plastic and cartons should be placed loose in the carts or dumpsters; paper can be placed in loose, placed in paper bags, or bundled with twine. PLEASE DO NOT PLACE MATERIALS IN PLASTIC BAGS.
Which Bin Does It Go In?

- Recycle: office paper, newspaper, frozen dinner boxes, beverage cartons, plastic bottles & containers, aluminum beverage cans, soap cans, glass bottles & jars.

- Trash: polystyrene take-out containers, plastic utensils, coffee cups & lids, chip bags, candy wrappers, plastic bags, disposable plates & cups, paper towels, napkins, food scraps.

Please note these are common items. If you have a question as to whether an item is recyclable please visit: AC Commons ▶ Internal Resources ▶ Recycle or contact the Solid Waste Bureau at x6570.
ATTACHMENT F

MAP OF COLLECTION LOCATIONS
ATTACHMENT G

MAP OF DISPOSAL SITES