ARLINGTON PUBLIC SCHOOLS

PURCHASING OFFICE
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Thanh Thai, VCA
Purchasing Technician

December 13, 2016

Via Email & Regular Mail
EnviroSolutions, Inc.
Michelle John-Green
9650 Hawkins Drive
Manassas, VA 20109
mjohn@esiwaste.com

Subject: **ACCEPTANCE AND AWARD AGREEMENT #19FY17 - PROVISION OF RECYCLING AND SOLID WASTE COLLECTION SERVICES FOR APS**

Dear Ms. John-Green:

Your bid dated October 25, 2016 is hereby accepted for the Arlington County ITB 17-038-ITB-LW for **PROVISION OF RECYCLING AND SOLID WASTE COLLECTION SERVICES FOR APS** at the rates shown in the attached Pricing Schedule and a contract is being offered for this work. Please arrange to have an officer or authorized agent of your company sign the Acceptance and Award Agreement and return to this office for signature by Arlington Public Schools. A copy of the fully executed contract will be returned to you for your files.

The work is to be performed in accordance with the following contract documents:
Acceptance and Award Agreement;
Scope of Services;
Pricing Schedule;
Arlington Public Schools General Terms and Conditions;
Attachment A - Arlington Public Schools Service Areas and Collection Schedule;
Arlington County ITB 17-038-ITB-LW, and Addenda, included by reference;
Modifications issued after execution of this Agreement;

Within ten (10) calendar days of the date the agreement is signed by Arlington Public Schools, you are requested to furnish a **Certificate of Insurance**. The certificate shall name the Arlington County School Board as additionally insured with respect to **Contract #19FY17, Provision of RECYCLING AND SOLID WASTE COLLECTION SERVICES FOR APS**. Coverage afforded by the policies listed shall be primary to all other insurance. The "Description of Operations" space shall include the Arlington Public Schools contract number and name. Evidence of the additional insured status should be typed on a separate insurance company issued endorsement.

You are also required to provide:

- **Federal ID Number**: 20-0478726
- **Arlington License Number**: N/A - See attached from Arlington County Revenue Office

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Thank you for your prompt attention to this matter.

Kenneth R. Lawson, CPPB, VCO
Email: ken.lawson@apsva.us
Phone: (703) 228-6193

BUSINESS LICENSE CERTIFICATION FORM

CONTRACTOR NAME: EnviroSolutions, Inc. (ESI)

CONTRACT NO./TITLE: 17-038-ITB-LW / Solid Waste and Recycling Collection at Arlington County Facilities

1. IF YOU CURRENTLY HAVE A BUSINESS LICENSE IN ARLINGTON COUNTY, enter your business license number in the space below:

   N/A

2. IF YOU DO NOT HAVE A BUSINESS LICENSE IN ARLINGTON COUNTY, contact the Office of Commissioner of Revenue (see contact information below).

   After you contact the Commissioner of Revenue's Office, they will either:

   a. Process an application and issue you a license number (which you must provide in the space above); or

   b. Provide directly to the Purchasing Office a written certification that a business license is not required (no further action required from your firm.)

   No Business License is required.

IMPORTANT: THIS FORM MUST BE FORWARDED TO COMMISSIONER OF REVENUE, 2100 CLARENDON BLVD., SUITE #200, ARLINGTON, VA 22201, E-MAILED TO: BUSINESS@ARLINGTONVA.US OR FAXED TO (703) 228-7048.

DEC 08 2016 LC

L Chandler / COR

703-228-3060

ARLINGTON PUBLIC SCHOOLS
PURCHASING OFFICE

ACCEPTANCE AND AWARD AGREEMENT #19FY17 DATED DECEMBER 13, 2016 FOR PROVISION OF RECYCLING AND SOLID WASTE COLLECTION SERVICES FOR APS

CONTRACTOR:

EnviroSoulutions, Inc.
9650 Hawkins Drive
Manassas, VA 20109

CONTRACT:

#19FY17

We confirm our unqualified approval of your Acceptance and Award Agreement reference #19FY17 dated December 13, 2016 for **PROVISION OF RECYCLING AND SOLID WASTE COLLECTION SERVICES FOR APS.**

Contract period is from January 1, 2017 through December 31, 2017, with four (4) additional one (1) year periods at the same terms and conditions. Pricing increases will be granted per Section 5 on page 19 of the Scope of Services.

ACCEPTANCE:

EnviroSoulutions, Inc.

SIGNATURE: Chris Hudnet **TITLE:** Vice President - Sales

PRINTED NAME: Chris Hudnet **DATE:** 12/13/16

ARLINGTON PUBLIC SCHOOLS

SIGNATURE: David Webb **TITLE:** DIRECTOR / PURCHASING

PRINTED NAME: David Webb C.P.M **DATE:** December 14, 2016

SCOPE OF SERVICES

SECTION 1 – SPECIFICATIONS

1.1 PROJECT BACKGROUND

The Contractor shall collect Refuse, Recyclables, Source Separated Organics, and Construction wastes from Arlington Public Schools ("APS") sites listed in Attachment A, with services to begin on January 1, 2017. Services also include provision of all necessary refuse, recycling and SSO containers.

The Recyclables are collected single-stream. Some collection sites have several containers including Dumpsters and roll-out Carts at multiple collection points (see Attachment A).

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.

- Disposal Facility means the Covanta Alexandria/Arlington Waste-to-Energy Facility located at 5301 Eisenhower Avenue in Alexandria, Virginia. The designated back-up Disposal Facility is Covanta Fairfax Waste-to-Energy Facility located at 9898 Furnace Road in Lorton, Virginia.

- 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.

- Throughout the Scope of Work, where appropriate, "the County" will also mean Arlington Public Schools.

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 A.

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. The County and APS make no guarantee as to the weight, volume or relative composition of the Recyclables collected through this program.

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 on page 21 through 30 below.

1.4 SOURCE SEPARATED ORGANIC WASTE COLLECTION

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. The County and APS have yet to determine an exact schedule for this service.

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

Within sixty (60) calendar days of receipt of notice from APS of its desire to begin SSO collections, or other timeframe agreed to by APS 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 APS and on the day of the week specified by APS. 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 Arlington County's designated SSO Facility, which will be located within thirty-five (35) miles of the corporate limits of the County. All SSO waste processing fees will be billed by the facility directly to APS. In the event of closure or a service disruption at the facility, Arlington County shall designate a back-up facility within thirty-five (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 APS.

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 Arlington 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. Arlington 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 APS is less than APS'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. APS 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.

Arlington 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 APS. In the event of closure or a service disruption at the facility, Arlington County shall designate a back-up facility within thirty-five (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 APS 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 APS within thirty (30) calendar days, or the owed amount will be deducted by APS 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 APS 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.

No facility shall be without containers, nor shall a facility have dual sets of containers from the existing contactor 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 A. 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 ten (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 ten (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 fifteen (15) days of receipt of notice from APS, APS 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 APS. 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/

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:

School Type	Number in Program	Typical Start Time	Typical Dismissal Time
High Schools	3	7:30 a.m.	3 p.m.
Middle Schools	5	8 a.m.	3 p.m.
Elementary Schools	23	8 a.m. to 9 a.m.	3 p.m.
Alternative Programs	5	8:30 a.m.	4 p.m.

2.1.3 COLLECTION ROUTES: The Contractor shall submit routes to APS 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. APS may change the holiday collection schedule at its sole discretion with ten (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 APS shall be in the format specified by APS 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 APS 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 APS 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 APS for

any revenues not realized due to Contractor's loads that were not properly credited to APS. The Contractor shall pay APS's request for reimbursement for such within thirty (30) calendar days, or the requested amount will be deducted by APS 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 APS Project Officer in accordance with Section 3.5. The Contractor shall provide such original tickets within two (2) business days from APS's request. APS 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 APS 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 a 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 December 31, 2016 for service commencement of January 1, 2017.

2.3.7 SPECIAL COMPACTION DUMPSTERS: Thomas Jefferson requires collection services through use of a compaction system. 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 twenty-five (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 APS 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 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 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.

2.5.1.1 Fully functional scale and scanning systems on the collection vehicles are to be in place no later than April 1, 2017 per Addendum A to the ITB.

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 and APS 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 2.5.3 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 and APS 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 and APS. 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 APS'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 APS at any time, twenty-four (24) hours a day, seven (7) days per week, on matters relating to the Contract. The Contract Representative shall respond to any phone calls or emails from APS within two (2) hours. APS 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 APS'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 APS'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 APS's web-based service order request system or other replacement system implemented by APS.

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 five (5) business days of APS'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.
5. Contract-specific Safety Program.

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 APS, 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 A, any APS facility may be added to this contract at the option of APS through issuance of a contract amendment. Additionally, APS 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 APS and the County, unless otherwise agreed to in writing by APS and 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 and APS 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 and APS with a complete and accurate listing of the month's collections by address, tonnages and charges in an electronic format specified by the County and APS. 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 and APS, 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 or APS 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 and APS reserve 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. January 2017-December 2017). This report shall be due by no later than January 31st 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 and APS 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 and APS 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 and APS, the parties agree to the liquidated damages specified herein that shall be paid by the Contractor to the County or APS.

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 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 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 and APS in writing and shall be deducted by the County and APS from the Contractor's invoice for services under this Contract in accordance with the following schedule presented below. Consecutive assessments by the County and APS 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.

SECTION 5 – CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENT

5.1 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:

CPI-U Adjustment Example (for Refuse collection, 8-yard Dumpster):
Assumptions
Price per Pull = $20.00
CPI-U = 3.0%
Formula (.50 x Unit Price x CPI-U) + (.50 x Unit Price) = Adjusted Price (round to nearest cent)
Calculation (.50 x $20.00 x 1.03) + (.50 x $20.00) = Adjusted Unit Price
($10.30) + ($10.00) = $20.30

If the Contractor and APS 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, APS 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.

PRICING SCHEDULE

SECTION 1: REFUSE COLLECTIONS

CONTAINER SIZE	COST PER PULL
32 GALLON	$ 4.14
64 GALLON	$ 4.37
96 GALLON	$ 4.82
2 CY	$17.05
4 CY	$17.05
6 CY	$17.05
8 CY	$17.05

SECTION 2: SINGLE STREAM RECYCLABLES COLLECTIONS

CONTAINER SIZE	COST PER PULL
32 GALLON	$ 3.99
64 GALLON	$ 4.07
96 GALLON	$ 4.23
2 CY	$16.43
4 CY	$16.43
6 CY	$16.43
8 CY	$16.43

SECTION 3: SOURCE SEPERATED ORGANICS COLLECTIONS

CONTAINER SIZE	COST PER PULL
32 GALLON	$ 4.14
64 GALLON	$ 4.37

SECTION 4: OPEN TOP ROLL-OFF CONTAINER COLLECTIONS

CONTAINER SIZE	SERVICE	COST PER PULL
20 CY	REFUSE	$ 194.99
30 CY	REFUSE	$ 194.99
20 CY	CONSTRUCTION & DEMOLITION DEBRIS	$ 417.00
30 CY	CONSTRUCTION & DEMOLITION DEBRIS	$ 417.00
20 CY	SINGLE STREAM RECYCLABLES	$ 194.99
30 CY	SINGLE STREAM RECYCLABLES	$ 194.99

SECTION 5: SELF CONTAINED COMPACTION UNITS

CONTAINER SIZE	SERVICE	COST PER PULL
20 CY	REFUSE	$ 194.99
34 CY	REFUSE	$ 194.99
20 CY	SINGLE STREAM RECYCLABLES	$ 194.99
30 CY	SINGLE STREAM RECYCLABLES	$ 194.99

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.

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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**

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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. **INTENTIONALLY DELETED**

21. **INTENTIONALLY DELETED**

22. **INTENTIONALLY DELETED**

23. **INTENTIONALLY 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.

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

51.3 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.

52. INTENTIONALLY DELETED

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 hi 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 APC (see Attachment A).

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.

ATTACHMENT A

Arlington Public Schools Service Areas and Collection Schedule - Refuse		Refuse (Weekly Service)						
		Total Dumpster Count	Cubic Yards					Collections per Week
Department	Address	#	4	6	8	20	30	
Abingdon Elementary School	3035 S. Abingdon St.	1			1			5
Arlington Community High School	800 S. Walter Reed Drive	1			1			2
Arlington Science Focus Elementary	1501 N. Lincoln St.	1			1			3
Arlington Traditional School	855 N. Edison St.	1			1			3
Ashlawn Elementary School	5950 N. 8th Rd.	1			1			2
Barcroft Elementary School	625 S. Wakefield St.	1			1			3
Barrett Elementary School	4401 N. Henderson Rd.	1			1			3
Campbell Elementary School	737 S. Carlin Springs Rd.	1			1			3
Carlin Springs Elementary School	5995 5th Rd. S.	1			1			3
Claremont Immersion Elementary	4700 S. Chesterfield Rd.	1			1			2
Discovery Elementary School	5241 N. 36th St.	1	1					1
Drew Model School	3500 S. 23rd S.	1		1				5
Glebe Elementary School	1770 N. Glebe Rd.	1			1			2
Hoffman-Boston Elementary School	1415 S. Queen St.	1			1			2
Jamestown Elementary School	3700 N. Delaware St.	1			1			2
Key Immersion Elementary School	2300 Key Boulevard	1			1			5
Long Branch Elementary School	33 N. Fillmore St.	1			1			3
McKinley Elementary School	1030 N. McKinley Rd.	1			1			2
New Directions	2847 Wilson Blvd.	1			1			3
Nottingham Elementary School	5900 Little Falls Rd.	1			1			2
Oakridge Elementary School	1414 24th St. S.	1			1			5
Patrick Henry Elementary School	701 S. Highland St.	1		1				3
Randolph Elementary School	1306 S. Quincy St.	1			1			5
Taylor Elementary School	2600 N. Stuart St.	1			1			3
Tuckahoe Elementary School	6550 N. 26th ST.	1			1			2
Swanson Middle School	5800 N. Washington Blvd.	1			1			5
Williamsburg Middle School	3600 N. Harrison St.	1			1			5
Kenmore Middle School	200 S. Carlin Springs Rd.	1		1				5
Jefferson Middle School	125 S. Old Glebe Rd.	3			2	1		5
H-B Woodlawn	4100 N. Vacation Lane	2			2			3
Gunston Middle School	2700 S. Lang St.	2			2			3
Yorktown High School	5200 Yorktown Blvd.	2		2				5
Washington-Lee High School	1301 N. Stafford St.	3	1	1	1			5
Wakefield High School	1325 S. Dinwiddie St.	3		2	1			5
Arlington Community High School	800 S. Walter Reed Drive	1			1			1
Arlington Career Center	816 S. Walter Reed Drive	2			2			3
Langston High School Continuation	2121 North Culpeper	1			1			1

Refuse (continued from page 31)		Total Dumpster Count	Cubic Yards					Collections per Week
Department	**Address**	#	**4**	**6**	**8**	**20**	**30**	
Education Center	1426 N. Quincy St.	3		1	2			2
Reed-Westover	1644 N. McKinley Rd.	1			1			3
Stratford	4102 Vacation Lane	1	1					1
Warehouse	2770 S. Taylor	2			1		1	2
Wilson School	1600 Wilson Blvd	1			1			1

Arlington Public Schools Proposed Service Areas and Collection Schedule - Recycling	**Single-Stream Recyclables**							
		Cubic Yards				**Wheeled Carts**		
Department	**Recyclables Dumpster Count**	**4**	**6**	**8**	**Collections per Month**	**Recyclables Wheeled Carts**	**Collections Per Month**	**Total Pickups**
Abingdon Elementary School	1		1		2	4	2	8
Arlington Community High School	1			1	4	2	4	8
Arlington Science Focus	1	1			2	4	2	8
Arlington Traditional School	1	1			2	4	2	8
Ashlawn Elementary School	1	1			2	4	2	8
Barcroft Elementary School	1		1		2	4	2	8
Barrett Elementary School	1	1			2	4	2	8
Campbell Elementary School	1	1			2	4	2	8
Carlin Springs Elementary School	1		1		2	4	2	8
Claremont Immersion Elementary	1	1			2	4	2	8
Discovery Elementary School	1	1			2	4	2	8
Drew Model School	1		1		2	4	2	8
Glebe Elementary School	1	1			2	4	2	8
Hoffman-Boston Elementary School	1	1			2	4	2	8
Jamestown Elementary School	1	1			2	4	2	8
Key Immersion Elementary School	1	1			2	6	2	12
Long Branch Elementary School	1			1	2			0
McKinley Elementary School	1	1			2	6	2	12
New Directions	1	1			2	2		2
Nottingham Elementary School	1	1			2	6	2	12
Oakridge Elementary School	1			1	2	4	4	16
Patrick Henry Elementary School	1	1			2	4	2	8
Randolph Elementary School	1	1			2	4	2	8
Taylor Elementary School	1	1			2	4	2	8

Single-Stream Recyclables (continued from page 32)								
		Cubic Yards				Wheeled Carts		
Department	Recyclables Dumpster Count	4	6	8	Collections per Month	Recyclables Wheeled Carts	Collections Per Month	Total Pickups
Tuckahoe Elementary School	1	1			2	6	2	12
Swanson Middle School	1	1			4			0
Williamsburg Middle School	1		1		4			0
Kenmore Middle School	1	1			4			0
Jefferson Middle School	1			1	4			0
H-B Woodlawn	1	1			4			0
Gunston Middle School	1		1		4			0
Yorktown High School	1		1		4			0
Washington-Lee High School	1			1	4			0
Wakefield High School	1		1		4			0
Arlington Career Center	1		1		2	4	4	16
Langston High School Continuation	1	1			1			0
Education Center	1	1			4			0
Reed-Westover	1	1			2	5	2	10
H-B Woodlawn	1	1			4			0
Warehouse	1	1			2	4	2	8