



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410**

INVITATION TO BID (ITB) NO. 22-DES-ITB-470

FOR THE PROVISION OF REFUSE AND RECYCLING COLLECTION SERVICES ON BEHALF OF ARLINGTON COUNTY GOVERNMENT (COUNTY) AND ARLINGTON PUBLIC SCHOOLS (APS)

ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA [VENDOR REGISTRY](#). REGISTRATION IS NOT REQUIRED TO DOWNLOAD THE ITB. IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID, REGISTRATION IS REQUIRED. ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 1:00 P.M. ON THE 10TH DAY OF DECEMBER 2021. NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.

THERE IS A NON-MANDATORY PREBID CONFERENCE ON NOVEMBER 17, 2021, AT 9:00 A.M.

Join on your computer or mobile app

[Click here to join the Nonmandatory Prebid Conference via Microsoft Teams](#)

Or call in (audio only)

[+1 347-973-6905, 306234349#](tel:+13479736905) United States, New York City
Phone Conference ID: 306 234 349#

The Prebid Conference is to allow potential Bidders an opportunity to obtain clarification of the specifications and requirements of the solicitation. ATTENDANCE IS OPTIONAL. Minutes of the pre-bid conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested Bidders are encouraged to attend.

The County will conduct the public bid opening via Microsoft Teams Application (APP). Bidders interested in attending the public bid opening must download the APP and join the meeting via the Microsoft Teams APP and enable audio, video or both. The link to join the public bid opening is provided below:

PUBLIC BID OPENING ON DECEMBER 10, 2021, AT 1:00 P.M.

Join on your computer or mobile app

[Click here to join the Public Bid Opening via Microsoft Teams](#)

Or call in (audio only)

[+1 347-973-6905, 988601204#](tel:+13479736905) United States, New York City
Phone Conference ID: 988 601 204#

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

Arlington County, Virginia
Office of the Purchasing Agent

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I. INFORMATION FOR BIDDERS

1. QUESTIONS AND ADDENDA

BIDDERS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS INVITATION TO BID (ITB).

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of **ITB No. 22-DES-ITB-470**. Prior to the award of a contract resulting from this solicitation, Bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY NOVEMBER 29, 2021, AT 5:00 PM EASTERN TIME TO BE CONSIDERED FOR AN ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL BIDDERS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Bidders are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. INTEREST IN MORE THAN ONE BID AND COLLUSION

Reasonable grounds for believing that a Bidder is interested in more than one bid for a solicitation, including both as a Bidder and as a subcontractor for another Bidder, or that collusion exists between two or more Bidders, will result in rejection of all affected bids. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on bids of two or more different Bidders. Bidders rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

3. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that a bidder or contractor submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke VFOIA protection clearly and in writing on the Bid Form for County review. The Bid Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

4. DEBARMENT STATUS

The Bidder must indicate on the Bid Form whether it or any of its principals is currently debarred from submitting bids to the County or to any other state or political subdivision and whether the Bidder is an agent of any person or entity that is currently debarred from submitting bids to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

5. AUTHORITY TO TRANSACT BUSINESS

Any Bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to

transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Bidder by the Virginia State Corporation Commission must be included on the Bid Form. Any Bidder that is not required to be authorized to transact business in the Commonwealth must include in its bid a statement describing why the Bidder is not required to be so authorized. The County may require a Bidder to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a Bidder to provide such documentation will be a ground for rejection of the bid or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

6. ARLINGTON COUNTY BUSINESS LICENSES

The successful Bidder must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail business@arlingtonva.us.

7. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County’s workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should follow a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law. By submitting a bid, the Bidder certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well.

8. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items during the Contract Term. Any quantities that are included in the contract documents are the present expectations the County has for the period of the contract, and the County is under no obligation to the estimated quantity, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation over the unit prices and/or rates specified in the contract.

The items covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items through such other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods covered by the resulting contract.

9. BID FORM SUBMISSION

The submitted Bid Form must be signed and fully executed. The Bid Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry

system will not accept bids after the close date and time. The County will not accept emailed or faxed bids.

Bid Submittals shall include:

- **Pages 38 - 45, The Bid Form (Unit Price shall include all labor, material, and equipment).**
- **Page 46, Attachment A – Contractor Certification Regarding Criminal Convictions**

Failure to do so may result in the Bid being determined as non-responsive.

The Bidders name on the electronic bid submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid bid. ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO BID SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. **Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Bidder. The Vendor Registry System will not accept responses after the publicly posted date and time. A bid may be rejected if the Bid Form is not signed in the designated space by a person authorized to legally bind the Bidder.

Modification of, or additions to, the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may request the bidder to withdraw or modify any such modifications or additions, if it does not affect quality, quantity, price, or delivery. Bids and all documents uploaded/submitted to Arlington County by a Bidder become the property of the County upon receipt.

10. BIDDER CERTIFICATION

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

11. ERRORS IN EXTENSION

If the unit price and the extension price differ, the unit price will prevail.

12. EXCEPTIONS AND NONCONFORMING TERMS AND CONDITIONS

If a bid contains exceptions to the solicitation or alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for nonresponsiveness. The County reserves the right to permit a Bidder to withdraw such exceptions or nonconforming terms and conditions from its bid prior to the County's determination of nonresponsiveness.

13. DISCOUNTS

Discounts for the County's on-time payment of invoices are allowed, but the County will not consider the discount when evaluating bid prices or awarding the contract.

14. NEW MATERIAL

Unless the solicitation specifically allows it, all offered goods, materials, supplies and components must be serviceable, reconditioned, and must be current production models. If the Bidder believes that used or reconditioned goods, materials, supplies or components will be in the County's best interest, the Bidder must notify the County in writing of the reason(s) at least ten business days before the bid deadline. If the Purchasing Agent authorizes the bidding of used or reconditioned goods, materials, supplies or components, such approval will be communicated to the Bidders in an Addendum to the solicitation.

15. BIDDERS' RESPONSIBILITY TO INVESTIGATE

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

16. BIDDER'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy or error in the solicitation documents.

17. QUALIFICATION OF BIDDERS

The Purchasing Agent may require a Bidder to demonstrate that it has the necessary facilities, ability and financial resources to furnish the materials or goods specified herein. A Bidder may also be required to provide past history and references.

18. BID WITHDRAWAL PRIOR TO BID OPENING

The Bidder may withdraw a bid from Vendor Registry before the opening date and time. It is the sole responsibility of the Bidder to remove and/or resubmit a bid before the bid deadline.

19. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

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

20. METHOD OF AWARD

The Parties will award the contract to the lowest responsive and responsible Bidder determined by the Grand Total on the Bid Form.

21. INFORMALITIES

The County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the goods being procured. If insufficient information is submitted for Arlington County to properly evaluate a bid or a bidder; the County may request such additional information after bid opening, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods being procured.

22. INSURANCE REQUIREMENTS

Each bidder must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to do so, it may propose alternate insurance coverage for consideration by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least 10 working days prior to bid due date. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

23. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post a Notice of Award or Intent to Award to [Vendor Registry](#). Arlington Public Schools will post a notice of award on the public bulletin board in the Syphax Education Center and on the [Arlington Public Schools website](#).

24. EXPENSES INCURRED IN PREPARING BID

The Bidder is responsible for all expenses related to its bid.

25. RIDER CLAUSE

The Bidder will have the option to extend any contract resulting from this solicitation as follows:

A. Extension to Other Jurisdictions

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

B. Inclusion of Governmental & Nonprofit Participants

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

C. Contract Agreement

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

26. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

If the bid by the lowest responsive and responsible bidder exceeds available funds, the County reserves the right to negotiate with the apparent low bidder to obtain an acceptable price. Negotiations with the apparent low bidder may involve discussions of reduction of quantity, quality, or other cost saving mechanisms. The final negotiated contract shall be subject to final approval of the County, in its sole discretion.

27. ELECTRONIC SIGNATURE

If awarded, the Bidder may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

II. INTRODUCTION TO INVITATION TO BID NO. 22-DES-ITB-470

PURPOSE:

The County and APS intends to contract with a qualified Contractor to provide Refuse, Recyclables, and Construction wastes collections from the County and APS facilities, to include all necessary refuse and recycling containers and SSO-containers.

The Arlington County Board has adopted a goal of achieving Zero Waste by 2038 and improving recycling and diversion rates at County agencies and facilities is key to making progress towards this goal. The County intends to aggressively pursue better balance between Refuse and Recyclables collection services, and right-size services to maximize efficiencies throughout the duration of this Contract.

BACKGROUND:

The County employs approximately 3,600 workers. APS employs 5,000 individuals and has a student enrollment of 29,000. There are approximately 63 County facilities and 40 APS facilities within Arlington County's 26 square miles. The County facilities include government and administrative offices. APS facilities include schools, and school administrative offices. Approximately 1,237 tons of Refuse and 406 tons of single stream Recyclables were collected from Arlington County sites during calendar year 2019.

Currently, refuse and single stream recycling collections are being performed from a combination of 2, 4, 6 and 8 cubic yard front-loading Dumpsters, compactors, roll-off containers, 32 and 96-gallon roll-out Carts for the County and APS.

Some collection sites (Exhibit B) have several containers including dumpsters and roll-out carts at multiple collection points. The Contractor shall ensure that all containers are delivered and operational prior to the first collection day (January 1, 2022).

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 and Recyclables.
- Construction Debris or Construction Waste means solid waste that is produced or generated during construction, remodeling, or repair of pavements, buildings, and other structures. Construction wastes include, but are not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, and metal and plastics if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos-containing material, any liquid, compressed gases, or semi-liquids and garbage are not construction wastes.
- Dumpster means a Contractor provided metal or resin-based container of the size specified, watertight, with doors opening on sides and/or top, and constructed so that it can be emptied mechanically by a specially equipped truck and utilized for collection of Refuse or Recyclables.
- GPS means Global Positioning Systems.
- Municipal Separate Storm Sewer System Permit (MS4) – Refers to permits issued by the Virginia Department of Environmental Quality for the discharge of stormwater into waterways. Each permit is valid for five years and lays out a plan to decrease pollutants entering the Chesapeake Bay and

surrounding watersheds.

- On-demand Pickup means a pickup for scrap metals, bulk appliances, and end-of-life electronics as requested by the County at a time other than the regularly scheduled pickup time.
- Recyclables means those materials 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, plastic food and beverage containers, plastic laundry and personal care product containers, aseptic food and beverage cartons.
- Refuse is garbage, rubbish, waste and discards generated by County facilities.
- Serviceable means dumpsters and carts are 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 are watertight, units must be neat in appearance.

III. SCOPE OF SERVICES

FAILURE TO PERFORM ANY OF THE SERVICES LISTED BELOW shall result in the Contractor being subject to the monetary damages (“damages”) shown below. The damages shall be deducted from the next invoice the Contractor submits following its failure to perform. If the Contractor fails to deduct the damages from its next invoice following the failure to perform, the invoice shall be rejected and returned to the Contractor for revision. The Contractor shall submit a revised invoice deducting the damages before payment can be processed. Failure to submit a revised invoice shall result in nonpayment until a revised and approved invoice is received. Any failure to perform shall be corrected within 24 hours of the notice from the County or APS to avoid assessment of damages. The assessment of any damages due to performance is at the sole discretion of the County or APS.

Due to programmatic harm to the public credibility of the Refuse and Recycling Program, as well the twenty-five percent (25%) State mandated minimum recycling rate, failure to perform the following services shall be reasons for an assessment of monetary damages per day or occurrence:

Services	Monetary Damages
1. Littering public property with no cleanup	\$100 per location/per day
2. Missed collections	\$100 per location/per day
3. Not fully emptying containers	\$100 per location/per day
4. Commingling	\$1,000 per location/per occurrence

<https://law.lis.virginia.gov/admincode/title9/agency20/chapter130/section125/>

SCOPE OF SERVICES

The Contractor shall provide Refuse, Recyclables, and Construction wastes collections from County government and APS facilities, to include all necessary refuse and recycling containers at the locations listed on Exhibit B, Service Locations. 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. REFUSE DISPOSAL FACILITY

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

If there is a service disruption at the primary Disposal Facility, the County’s designated back-up Disposal Facility is Covanta Fairfax Waste-to-Energy Facility located at 9898 Furnace Road in Lorton, Virginia. The Contractor shall be responsible for notifying the County Project Officer to obtain approval prior to using the designated back-up facility. The Contractor is not responsible for payment of disposal fees for Refuse delivered by the Contractor to the designated back-up facility if prior approval is obtained from the County. The County may change the status of the disposal facility which includes adding or removing a facility from use at its sole discretion with twenty-four (24) hours advance notice to the Contractor.

2. 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 Recyclables Processing Facility, which is owned and operated by Waste Management Recycle America (WM-RA), and is located at 2801 Dorr Avenue in Fairfax, Virginia. The County will be wholly responsible for payment of processing fees and/or receipt of program rebates. The County may designate a new Recyclables Processing facility or, in the event of the unavailability of the Recyclables Processing Facility, designate a back-up Recyclables Processing facility at its sole discretion with twenty-four (24) hours advance notice to the Contractor.

3. CONSTRUCTION WASTE PROCESSING FACILITY

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

The County reserves the right to designate and direct the Contractor to deliver Construction Wastes to a processing facility located within 50 miles of the corporate limits of the County. In this instance, Construction Waste processing fees will be billed by the facility directly to the County

4. IMPROPER DISPOSAL OF RECYCLABLES

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

5. TRANSITION AND CHANGEOVER PLAN

Bidders, in response to this ITB, shall submit a transition plan within fourteen (14) calendar days of the award of the new contract. The plan shall detail procedures on how the transition from the existing contractor will take place. The Contractor shall work closely with the existing service provider and the County Project Officer to make sure that all Dumpsters and Carts are in place and serviceable by the commencement of the contract. The plan must include designated personnel, a coordination plan with the current contractor, schedules and anticipated challenges.

No facility shall be without containers, nor shall a facility have dual sets of containers from the existing contractor and new contractor.

6. COLLECTION PROCEDURES

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

7. LOCATIONS

Exhibit B, Service Locations details the current container types, sizes, quantities, service locations, and collection frequencies. The County and APS reserves 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. The Contractor shall comply within 10 business days of said notification by the County.

Additional locations may be placed into the refuse and recycling collection program and Contractor shall provide collection services for same within 10 business days of notification by the County. 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 will be pro-rated to account for the stoppage of service. Removing services will not result in any additional fees or charges.

8. MIXING OF MATERIALS

Mixing of County materials with materials from other jurisdictions or customers, including Arlington Public Schools, in Contractor's vehicles for transport is prohibited. For the avoidance of doubt, Contractor may not collect materials from the County and APS in the same vehicle.

9. **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 applicable requirements of the Arlington County Code.

MINIMUM PERFORMANCE STANDARDS

1. COLLECTION AND HANDLING

- a. **COLLECTION SCHEDULE:** The Contractor shall submit a collection schedule not later than ten (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.
- b. **COLLECTION TIMES:** Daily, non-holiday collection shall start after 7:00 A.M. and must be completed by 5:00 P.M.
2. **COLLECTION ROUTES:** The Contractor shall submit routes to the County and APS for approval no later than ten (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. The Contractor shall travel on arterial streets except for the minimum travel amount necessary for collection on non-arterial streets.
3. **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 holiday so that no facility skips service. The County may change the holiday collection schedule at its sole discretion with ten (10) business days advance notice.
4. **MISSED COLLECTIONS:** The Contractor shall provide same-day notification of missed pick-ups, for any reason, and the date when the collection will be completed. All missed collections, for any reason other than snow, severe weather, a blocked container, or any other condition that makes collection impossible (in the sole determination of the Project Officer), shall be serviced by no later than the next calendar day. However, the Contractor shall restore service as quickly as

possible once conditions improve. 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.

5. **WASTE/MATERIALS NOT TO BE COLLECTED:** The Contractor will not be required to collect Refuse, Recyclables, or other items that are, or contain, prohibited materials or have not been prepared or set out in accordance with the Collection Service Guidelines (Exhibit C).

6. **PROCEDURES FOR NON-COLLECTION:** When the Contractor encounters Refuse, Recyclables, or other items that it believes are prohibited, improperly prepared or set out, or otherwise not compliant with the Collection Service Guidelines (Exhibit C), the Contractor shall adhere to the following procedures:
 - Shall collect all properly prepared/set-out and compliant Refuse, Recyclables, and other items that are not specifically prohibited.
 - Shall not collect any prohibited, improperly prepared/set-out, or non-compliant Refuse or Recyclables.
 - For all Refuse and Recyclables not collected due to prohibited materials, improper preparation/set-out, or non-compliance with the terms of the Collection Service Guidelines, 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. Each notification tag left by the Contractor shall include a clear and legible explanation as to the reason why the Refuse or Recyclables were not collected.
 - For any non-collection events, the Contractor shall notify the County as appropriate, in a manner specified by the County within one (1) hour of each non-collection due to prohibited materials, improper preparation/set out, or non-compliance with the terms of the Collection Service Guidelines. The notification to the County shall be in the format specified by the County and shall include, at a minimum: the service address; date and time of attempted collection; collection truck number; reason for non-collection; and a photograph(s) of the uncollected cart, container, bag, bundle, pile, and/or item that clearly shows the Notification Tag(s) affixed.

7. **FAILURE TO LEAVE NOTIFICATION TAG:** Under no circumstances shall the Contractor fail to leave a completed and affixed Notification Tag for Refuse or Recyclables not collected by the Contractor due to prohibited materials, improper preparation/set-out, or other non-compliance with the terms of the Collection Service Guidelines as required pursuant to the procedures in Section 6 of this Agreement. 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 or Recyclables containing prohibited materials were improperly prepared or set out or were otherwise non-compliant with the terms of the Collection Service Guidelines.

8. **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 snow or other inclement weather, which makes collection impossible or impracticable, the County may suspend the collection services, or the Contractor may temporarily suspend the collection services, only with the prior approval of the County Project Officer. The County will not pay for contract services not performed as a result

of suspended collections due to inclement weather, natural disasters, or other events beyond the County's control, or Contractor's failure to perform required services.

9. **WEIGHING OF LOADS AT DISPOSAL AND RECYCLING FACILITIES:** The Contractor is responsible for ensuring that vehicles deliver and unload all collected Refuse and Recyclables at the respective County-designated receiving facility, and that those vehicle weights are captured. The Contractor's vehicles must clearly display a 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 as the originating jurisdiction for each load delivered to their respective facilities.

The Contractor is responsible for resolving all receiving facility's records and any discrepancies upon discovery by the Contractor or notification by the County. The Contractor shall reimburse the County for the disposal, tipping, and/or processing fee for any of Contractor's loads that were improperly charged to and paid by the County. In addition, the Contractor shall reimburse the County for any revenues not realized due to recyclable materials being improperly disposed of as trash, which would deprive the County of the revenue it would have otherwise received for the value of these recyclable commodities. Any request for reimbursement not credited on the following monthly invoice shall result in the invoice being returned to the contractor unpaid until the reimbursement cost is corrected on the invoice and resubmitted to the County and/or APS for approval and payment processing.

If there is 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	=	1 40 Lbs.
1 cubic yard of Refuse	=	1 25 Lbs.

10. **WEIGHT TICKETS REQUIRED:** The Contractor must obtain a valid weight ticket for each load deposited at the receiving facility. Legible copies of all weight tickets shall be transmitted by the Contractor to the County Project Officer in accordance with Section 9. The Contractor shall provide such original tickets within two (2) business days from the County's request. The County may withhold all or partial payment for any of Contractor's invoices for which the Contractor has not provided legible copies of all the weight tickets for collections that occurred during that month's invoice.

11. CONTAINER HANDLING

- a. **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.
- b. **OVERFLOWING CONTAINERS:** The Contractor shall pick up overflow litter located around Refuse and Recyclables Dumpsters and Carts at no additional charge to the County during regularly 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.

- c. 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 spillage shall be immediately picked up and removed by the Contractor.

12. CART AND DUMPSTER MAINTENANCE AND INVENTORY

- a. 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. 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 are watertight, units must be neat in appearance. The County 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's refuse 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 may elect to provide informational signage that designates the intended use of the Dumpsters. 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.

- b. 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. 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. All repairs or replacements shall be completed within three (3) calendar days of notification by the County.

All doors, tops and casters (where needed) shall be kept in good repair, replaced when not functional as determined by the County. Per the [Arlington County Code, Trash, Recycling and Care of Premises](#), all Dumpsters must be plugged on the bottom (watertight).

All Dumpsters shall be steam power-washed and cleaned annually by the Contractor at no additional cost to the County. 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 Municipal Separate Storm Sewer System \(MS4\)](#). The Contractor shall

provide a cleaning schedule to the County within 14 days of the Contract award. In addition to the annual cleaning the County may request that a dumpster be cleaned if, excessive odors or attracting a disproportionate number of pests. Such cleanings shall be at no additional cost to the County.

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

- c. **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 maintain an adequate Cart and Dumpster supply to meet all Contract requirements. The County reserves 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 or Refuse material. The Contractor's markings on each Cart shall include an identification number, contractor name and telephone number.

The County may elect to provide 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.

- d. **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 document Cart repairs which shall be either through the online service order system, the Contractor's Cart maintenance database, or other method specified by the County.

- e. **DUMPSTER AND CART COLORS:**

Refuse Carts shall be black.

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 Recyclables shall be blue.

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 January 1, 2022, for the beginning of service.

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

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

13. COLLECTION VEHICLES

- a. **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 [Arlington County Code, Trash, Recycling and Care of Premises](#). 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.

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.

- b. **VEHICLE INSPECTIONS:** The County 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.
- c. **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. 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.

GPS SOFTWARE: Each collection vehicle equipped with GPS units pursuant to paragraph 13.c. above shall be tracked by a real-time, web-based, GPS tracking system that accurately locates and tracks each vehicle with update intervals not to exceed thirty (30) seconds. The GPS tracking system shall be capable of being used by the County to track the locations and progress of all Contractor's vehicles at all times when the vehicles are present in the County and/or operating pursuant to the Contract. GPS tracking equipment and the associated software for all of Contractor's vehicles shall be functioning during all times that the vehicles are present in the County and/or operating pursuant to the Contract including, but not limited to, during breaks and delivery of loads to receiving facilities.

The Contractor shall ensure that each vehicle operating pursuant to the Contract is accurately tracked by the web-based software and visible to the County 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.

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

14. OWNERSHIP OF COLLECTED MATERIALS

The County shall at all times hold title and ownership to all Refuse and Recyclables 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 facilities, 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 and Recyclables, 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.

15. CONTRACTOR'S BUSINESS OFFICE

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

16. CONTRACTOR'S PERSONNEL

The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

- a. **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 employee, or member of the public.
- b. **REGULATORY COMPLIANCE:** 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.

17. CONTRACT REPRESENTATIVES

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

- a. **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 17. above. The Customer Service Representative shall be responsible for ensuring that all of the Contractor's reporting and deliverable requirements are met and shall be the County's point of contact for inquiries related to deliverables, billing, database information and access, and service requests. The Customer Service Representative shall have a functioning phone and computer (i.e., tablet or other such device) with email and web access for receiving and responding to the County's web-based service order request system or other system implemented by the County.

18. SUPPORT FOR SPECIAL PROJECTS

Arlington County's Solid Waste Bureau performs quarterly waste characterization studies of its residential curbside programs, as part of normal business. 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 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.

FOLLOWING THIS PAGE, THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE CONTRACTOR. THE AGREEMENT PART OF THIS SOLICITATION. THE COUNTY'S AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR CONTRACTOR'S SIGNATURE.

IV. AGREEMENT AND CONTRACT TERMS AND CONDITIONS



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 22-DES-ITB-470

THIS AGREEMENT is made, on _____, between Contractor's name,
Contractor's address ("Contractor") a name of state type of entity
authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County,
Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as
follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter
"Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 22-DES-ITB-470.

The Contract Documents set forth the entire agreement between the County and the Contractor. The
County and the Contractor agree that no representative or agent of either party has made any
representation or promise with respect to the parties' agreement that is not contained in the Contract
Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more
particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of
the Work is to provide refuse and recycling collection services. The Contract Documents set forth the
minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will
be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract
Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents
limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer,
who will be appointed by the Director of the Arlington County department or agency requesting the Work
under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on _____, 20____ and must be completed no later
than _____ 20 ____ ("Initial Contract Term"), subject to any modifications provided in the Contract
Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a

bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than six (6) additional 12-month periods, from _____, 20____ to _____, 20____ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. 22-DES-ITB-470 at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until _____ ("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 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the [U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers \("CPI-U"\): U. S. city average, detailed expenditure category, garbage and trash collection](#) for the 12 months of statistics available at the time of the Contract's renewal. The request for an increase shall not include the increased percentage for equipment.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts

withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

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

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

12. COUNTY PURCHASE ORDER REQUIREMENT

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

13. DAMAGE TO PROPERTY

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or

replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

14. CLEANING UP

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

15. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

16. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

17. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

18. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

No goods, equipment or material that the Contractor or its subcontractor provides or installs may contain asbestos. The Contractor must remove any asbestos-containing goods, equipment and material at its sole cost, which includes worker protection and legal disposal, and must reimburse the County for the replaced

goods, equipment and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

19. SAFETY

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

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

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

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

20. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

21. FAILURE TO DELIVER

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

22. FAILURE TO PERFORM ANY OF THE SERVICES LISTED IN THE SCOPE

Lack of performance shall result in the Contractor being subject to the monetary damages (“damages”) shown below. The damages shall be deducted from the next invoice the Contractor submits following its failure to perform. If the Contractor fails to deduct the damages from its next invoice following the failure to perform, the invoice shall be rejected and returned to the Contractor for revision. The Contractor shall submit a revised invoice deducting the damages before payment can be processed. Failure to submit a revised invoice shall result in nonpayment until a revised and approved invoice is received. Any failure to perform shall be corrected within 24 hours of the notice from the County or APS to avoid assessment of damages. The assessment of any damages due to performance is at the sole discretion of the County or APS.

Due to programmatic harm to the public credibility of the Refuse and Recycling Program, as well the twenty-five percent (25%) State mandated minimum recycling rate, failure to perform the following services shall be reasons for an assessment of monetary damages per day or occurrence:

Services	Monetary Damages
5. Littering public property with no cleanup	\$100 per location/per day
6. Missed collections	\$100 per location/per day
7. Not fully emptying containers	\$100 per location/per day
8. Commingling	\$1,000 per location/per occurrence

23. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor’s expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

24. PROJECT STAFF

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and its subcontractors is the sole responsibility of the Contractor.

25. SUPERVISION BY CONTRACTOR

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

26. BACKGROUND CHECK

The Contractor will be responsible for completing a criminal background check for all employees or subcontractors whom the Contractor assigns to work on this Contract. Any findings may result in the immediate removal of the individual from the contract.

27. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

28. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

29. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

30. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's

sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

31. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must

promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

32. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

33. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for

any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

34. OWNERSHIP AND RETURN OF RECORDS

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties. The provisions of this section will survive any termination or cancellation of this Contract.

35. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

36. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

37. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

38. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

39. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

40. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

41. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

42. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

43. AUDIT

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

the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

44. ASSIGNMENT

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

45. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

46. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

47. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law

48. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

49. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

50. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

51. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

52. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

53. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

54. ATTORNEY’S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County’s reasonable attorney’s fees and expenses.

55. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY’S FEES, AND CONFIDENTIAL INFORMATION.

56. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections’ scope.

57. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

58. NOTICES

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

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

59. ARLINGTON COUNTY BUSINESS LICENSES

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

60. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

61. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.

- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

62. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Excess Liability - \$1,000,000 per occurrence.
- e. Miscellaneous E&O/ Professional Liability - \$1,000,000 per occurrence/claim.
- f. Additional Insured - The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- g. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- h. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- i. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

63. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

V. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 22-DES-ITB-470

B I D F O R M

SUBMIT ONE FULLY COMPLETED AND SIGNED BID FORM ELECTRONICALLY VIA VENDOR REGISTRY

BIDS WILL BE OPENED AT 1:00 P.M., ON DECEMBER 10, 2021

FOR PROVIDING REFUSE AND RECYCLING COLLECTION SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE BIDDER, OR THE BID MAY BE REJECTED.

SUBMITTED BY:

(Legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL

ADDRESS:

THIS ENTITY IS INCORPORATED IN:

THIS ENTITY IS A:

(check the applicable option)

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA?

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC:

Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: (if available): _____

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS? YES NO

HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST THREE YEARS? YES NO

HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR SUSPENDED IN THE PAST THREE YEARS? YES NO

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE PAST TEN YEARS? YES NO

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS, TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS, ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION WAS THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY OTHER PENALTY IN THE AMOUNT OF \$5000 OR MORE? YES NO

IS YOUR FIRM PREQUALIFIED BY THE VIRGINIA DEPT. OF TRANSPORTATION? YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:
THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE ON THE [VENDOR REGISTRY WEBSITE](#).
VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. **NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.**
POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: _____ INITIAL: _____

ADDENDUM NO. 2 DATE: _____ INITIAL: _____

ADDENDUM NO. 3 DATE: _____ INITIAL: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- No, the bid that I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the bid that I have submitted does contain trade secrets and/or proprietary information.

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

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

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: _____

ADDRESS: _____

E-MAIL: _____

BIDDER NAME: _____

REFERENCES

Bidders should provide three (3) references for similar services that have been provided by the Bidder within the past five (5) years. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE 1: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project Description: _____

REFERENCE 2: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project Description: _____

REFERENCE 3: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project Description: _____

BIDDER NAME: _____

INSURANCE CHECKLIST

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

COVERAGES REQUIRED

LIMITS (FIGURES DENOTE MINIMUMS)

- 1. Workers' Compensation Statutory limits of Virginia
- 2. Employer's Liability.....\$500,000/accident, \$500,000/disease, \$500,000/disease policy limit
- 3. Commercial General Liability.....\$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 4. Premises/Operations..... \$500,000 CSL BI/PD each occurrence, \$ 1 Million annual aggregate
- 5. Automobile Liability.....\$1 Million BI/PD each accident, Uninsured Motorist
- 6. Owned/Hired/Non-Owned Vehicles.....\$1 Million BI/PD each accident, Uninsured Motorist
- 7. Independent Contractors.....\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- 8. Products Liability.....\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- 9. Completed Operations.....\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- 10. Contractual Liability(Must beshown on Certificate).....\$1 Million CSL BI/PD each occurrence, \$ 1 Million annual aggregate
- 11. Personal and Advertising Injury Liability.....\$1 Million each offense, \$1 Million annual aggregate
- 12. Umbrella\Excess Liability.....\$1 Million Bodily Injury, Property Damage and Personal Injury
- 13. Per Project Aggregate
- 14. Professional Liability
 - a. Architects and Engineers.....\$1 Million per occurrence/claim
 - b. Asbestos Removal Liability\$2 Million per occurrence/claim
 - c. Medical Malpractice.....\$1 Million per occurrence/claim
 - d. Medical Professional Liability.....\$1 Million per occurrence/claim
- 15. Miscellaneous E&O/ Professional Liability\$1 Million per occurrence/claim
- 16. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- 17. Motor Cargo Insurance
- 18. Garage Liability.....\$1 Million Bodily Injury, Property Damage per occurrence
- 19. Garagekeepers Liability.....\$500,000 Comprehensive, \$500,000 Collision
- 20. Inland Marine-Bailee's Insurance..... \$ _____
- 21. Moving and Rigging Floater.....Endorsement to CGL
- 22. Dishonesty Bond.....\$ _____
- 23. Builder's Risk.....Provide Coverage in the full amount of contract
- 24. XCU Coverage..... Endorsement to CGL
- 25. USL&H.....Federal Statutory Limits
- 26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.
- 28. The County shall be named Additional Insured on all policies except Workers Compensation, Errors and Omissions/Professional Liability and Auto.
- 29. Certificate of Insurance shall show Bid Number and Bid Title.
- 30. Environmental Impairment Liability, including coverage of on-site clean up.....BI/PD \$3 Million per occurrence/\$6 Million Aggregate
 - a In addition to environmental impairment liability, if work requires clean up, remediation, and/or removal of bio-solids, bio-hazards waste, and any hazardous or toxic material via transportation request:
 - Business Auto Liability\$2 Million per occurrence with MCS-90 and CA 9948 (or equivalent endorsements specifically referenced in the certificate of insurance
- 31. Cyber insurance.....\$2 Million per occurrence/Aggregate
- 32. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the Offeror named below and have advised the Offeror of required coverages not provided through this agency.

AGENCY NAME: _____ AUTH. SIGNATURE: _____

OFFEROR'S STATEMENT:

If awarded the Contract, I will comply with all Contract insurance requirements.

BIDDER NAME: _____ AUTH. SIGNATURE: _____

PRICING

BIDDERS MUST ENTER PRICING IN US DOLLARS. ITEMS LEFT BLANK, WILL BE DEEMED AS A NO-BID FOR THAT ITEM AND BIDDERS SHALL BE DEEMED NON-RESPONSIVE. THE COUNTY AND APS RESERVE THE RIGHT TO ADD OR DELETE LOCATIONS, CONTAINERS AND ADDITIONAL PICKUPS.

GRAND TOTAL FOR ALL SECTIONS (1-4):\$ _____

Section 1: Refuse Collection

Locations	Container Size	Number of Containers	Cost per Pull	Est. No. of Pickups per Year	Total Cost
County	96 Gallon	21	\$	1,456	\$
APS		0		0	\$
County	2 YD	2	\$	156	\$
APS		0		0	\$
County	4 YD	17	\$	1,612	\$
APS		3		468	\$
County	6 YD	8	\$	572	\$
APS		1		156	\$
County	8 YD	17	\$	1,352	\$
APS		41		6,393	\$
Total for Section 1					\$

Section 2: Single Stream Recyclables Collection

Locations	Container Size	Number of Containers	Cost per Pull	Est. No. of Pickups per Year	Total Cost
County	96 Gallon	53	\$	2,912	\$
APS		334		5,820	\$
County	2 YD	4	\$	208	\$
APS		0		0	\$
County	4 YD	21	\$	1,560	\$
APS		2		260	\$
County	6 YD	2	\$	104	\$
APS		27		4,212	\$
County	8 YD	10	\$	572	\$
APS		13		2,028	\$
Total for Section 2					\$

Section 3: Open Top Roll-Off Container Collections

Locations	Container Size	Number of Containers	Cost per Pull	Est. No. of Pickups per Year	Total Cost
County	20 CY for Refuse	1	\$	1	\$
APS		1		1	\$
County	30 CY for Refuse	1	\$	1	\$
APS		1		6	\$
County	20 CY for Single-Stream Recyclables	1	\$	1	\$
APS		1		1	\$
County	30 CY for Single-Stream Recyclables	1	\$	1	\$
APS		2		15	\$
County	20 CY for Construction and Demolition Debris (including tipping fee)	0	\$	0	\$
APS		1		1	\$
County	30 CY for Construction and Demolition Debris (including tipping fee)	0	\$	0	\$
APS		1		31	\$
County	20 CY for Construction and Demolition Debris (not including tipping fee – invoiced separately)	0	\$	0	\$
APS		1		1	\$
County	30 CY for Construction and Demolition Debris (not including tipping fee – invoiced separately)	0	\$	0	\$
APS		1		31	\$
Total for Section 3					\$

Section 4: Self-Contained Compaction Units

Locations	Container Size	Number of Containers	Cost per Pull	Est. No. of Pickups per Year	Total Cost
County	20 CY for Refuse	1	\$	1	\$
APS		1		1	\$
County	30 CY for Refuse	0	\$	0	\$
APS		1		52	\$
County	34 CY for Refuse	1	\$	1	\$
APS		0		0	\$
County	20 CY for Single-Stream Recyclables	1	\$	1	\$
APS		1		1	\$
County	34 CY for Single-Stream Recyclables	1	\$	1	\$
APS		0		0	\$
Total for Section 4					\$

**ATTACHMENT A
CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS**

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

As the official authorized to enter into this Contract on behalf of my organization, I certify that the Contractor, its employees, its subcontractor(s) and their employees, who will have direct contact with students either on or off school property either during regular school hours or during school-sponsored activities during the performance of this Contract, has not been convicted of:

1. A felony or of any offense involving the sexual molestation, physical or sexual abuse, or rape of a child;
2. A sexually violent offense as defined in Va. Code Ann. § 9.1-902;
3. Any of the offense listed below occurring on or after July 1, 2006 in which the offender was more than three years older than the victim, when the offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan to commit, (i) abduction or kidnaping in violation of Va. Code Ann. § 18.2-47 or § 18.2-48, (ii) burglary in violation of Va. Code Ann. § 18.2-89, (iii) entering a dwelling house with intent to commit crimes in violation of Va. Code Ann. § 18.2-90 or Va. Code Ann. § 18.2-91, or (iv) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or (v) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof:
 - a. Rape of a child under 13 in violation of Va. Code Ann. § 18.2-61;
 - b. Forcible sodomy with a child under 13 in violation of Va. Code Ann. § 18.2-67.1; or
 - c. Object sexual penetration with a child under 13 in violation of Va. Code Ann. § 18.2-67.2;or
4. A conviction for a crime of moral turpitude.

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

Name of Offeror

Signature

Name and Title (please type or print)

Address of Offeror

Telephone

Date

RETURN THIS PAGE

ATTACHMENT B

**EXHIBIT ____
SERVICE LOCATIONS**

COUNTY SERVICE LOCATIONS

County Facilities Trash & Recycling Container List							
Facility	Address	QTY	Equipment Size	Waste Type	Container	Frequency	Service Days
AC - Solid Waste Bureau and Traffic	4300 29th Street S	1	6	MSW	Dumpster	1x	W
		1	6	RECY	Dumpster	1x	W
AC - Water, Sewer & Streets	4200 28th Street S	1	8	MSW	Dumpster	1x	W
		1	8	RECY	Dumpster	1x	Th
		2	96	RECY	Cart	1x	Th
		4	96	MSW	Cart	1x	T
AC - Equipment Bureau	2701 S Taylor Street	1	8	MSW	Dumpster	2x	MTh
		1	8	RECY	Dumpster	2x	TF
AC - Court Square West	1400 N Uhle Street	1	4	RECY	Dumpster	2x	TF
		1	8	MSW	Dumpster	4x	MTWF
AC - Woodmont Center	2422 N Fillmore Street	1	8	MSW	Dumpster	1x	W
		1	96	RECY	Cart	1x	W
AC - Courthouse - Police- Deten	1435 N Courthouse Road	2	4	RECY	Dumpster	6x	MTWThFS
AC - Walter Reed Recreation	2909 16th Street S	1	8	MSW	Dumpster	2x	TF
		1	4	RECY	Dumpster	2x	TTh
AC - Arlington Mill	4975 Columbia Pike	2	4	MSW	Dumpster	2x	MF
		1	2	RECY	Dumpster	1x	Th
AC - Fairlington Community Center	3308 S Stafford Street	1	4	MSW	Dumpster	1x	W
		1	4	RECY	Dumpster	1x	W
AC - Park Operations	2700 S Taylor Street	1	6	MSW	Dumpster	1x	W
		1	4	RECY	Dumpster	1x	W

County Facilities Trash & Recycling Container List

Facility	Address	QTY	Equipment Size	Waste Type	Container	Frequency	Service Days
AC - Barcroft Sports Complex	4200 S Four Mile Run Drive	1	8	MSW	Dumpster	1x	W
		1	4	RECY	Dumpster	1x	W
AC - Dawson Terrace Company	2133 N Taft Street	2	96	MSW	Cart	1x	Th
		1	96	RECY	Cart	1x	
AC - Carlin Hall Recreation Center	5711 4th Street S	2	96	MSW	Cart	1x	T
		2	96	RECY	Cart	1x	Th
AC - Lee Community Center	5722 Lee Highway	1	4	MSW	Dumpster	1x	W
		3	96	RECY	Cart	1x	Th
AC - Gulf Branch Nature Center	3608 Military Road	3	96	RECY	Cart	1x	W
AC - Madison Community Center	3829 N Stafford Street	1	4	MSW	Dumpster	2x	MTh
		1	4	RECY	Dumpster	1x	T
AC - Fort CF Smith Park	2411 24th Street N	1	96	RECY	Cart	1x	Th
AC - Central Library	1015 N Quincy Street	1	8	MSW	Dumpster	2x	TF
		1	8	RECY	Dumpster	1x	T
AC - Shirlington Library	4200 Campbell Avenue	1	4	MSW	Dumpster	1x	W
		1	4	RECY	Dumpster	1x	Th
AC - Cherrydale Library	2190 Military Road	1	4	MSW	Dumpster	1x	W
		3	96	RECY	Cart	1x	W
AC - Glen Carlyn Library	300 S Kensington Street	1	2	MSW	Dumpster	1x	W
		3	96	RECY	Cart	1x	Th
AC - Aurora Hills Library	735 18th Street S	2	96	MSW	Cart	1x	T
		2	96	RECY	Cart	1x	Th
AC - Sullivan House	3103 9th Road N	1	4	MSW	Dumpster	1x	W
		1	2	RECY	Dumpster	1x	T
AC - Argus House	1527 Clarendon Boulevard	1	8	MSW	Dumpster	1x	W
		1	2	RECY	Dumpster	1x	W

County Facilities Trash & Recycling Container List

Facility	Address	QTY	Equipment Size	Waste Type	Container	Frequency	Service Days
AC - Station 1	500 S Glebe Road	1	4	MSW	Dumpster	1x	W
		1	4	RECY	Dumpster	1x	W
AC - Station 2	4805 Wilson Boulevard	1	4	MSW	Dumpster	1x	W
		1	4	RECY	Dumpster	1x	T
AC - Station 3	4100 Old Dominion Drive	1	4	MSW	Dumpster	1x	W
		1	4	RECY	Dumpster	1x	T
AC - Station 4	1020 N Hudson Street	1	8	MSW	Dumpster	1x	W
		1	8	RECY	Dumpster	1x	T
AC - Station 5	1750 S Hayes Street	1	8	MSW	Dumpster	1x	W
		1	8	RECY	Dumpster	1x	Th
AC - Fire Warehouse and Aurora	1740 S Hayes Street	1	6	MSW	Dumpster	1x	W
		1	8	RECY	Dumpster	1x	Th
AC - Station 6	6950 Little Falls Road	1	6	MSW	Dumpster	1x	W
		1	6	RECY	Dumpster	1x	Th
AC - Station 8	4845 Lee Highway	1	8	MSW	Dumpster	1x	W
		1	4	RECY	Dumpster	1x	T
AC - Station 9	1900 S Walter Reed Drive	1	4	MSW	Dumpster	1x	W
		1	4	RECY	Dumpster	1x	T
AC - Fire Training Center	2800 S Taylor Street	1	4	MSW	Dumpster	1x	W
		1	4	RECY	Dumpster	1x	T
AC - Arlington Cultural Affairs	3700 S Four Mile Run Drive	1	6	MSW	Dumpster	2x	MTh
		1	2	RECY	Dumpster	1x	T
AC - Arlington Arts Center	3550 Wilson Boulevard	1	6	MSW	Dumpster	1x	W
		1	4	RECY	Dumpster	1x	T
AC - Arlington Childcare Center	1915 N Uhle Street	1	4	MSW	Dumpster	1x	W
		4	96	RECY	Cart	1x	T

County Facilities Trash & Recycling Container List

Facility	Address	QTY	Equipment Size	Waste Type	Container	Frequency	Service Days
AC - Volunteers of America	1554 Columbia Pike	1	8	MSW	Dumpster	2X	TF
		1	4	RECY	Dumpster	1X	W
AC - Animal Welfare League	2650 S Arlington Mill Drive	1	8	MSW	Dumpster	2X	MTh
		1	8	RECY	Dumpster	1X	W
AC - Long Branch Nature Center	625 S Carlin Springs Road	1	96	RECY	Cart	1X	Th
AC - HHM Facility	538 31st Street S	1	8	RECY	Dumpster	1X	Th
AC - OPS Control Building - NO	3151 S Fern Street	1	96	RECY	Cart	1X	Th
AC - Ops Control Building - SO	3151 S Fern Street	2	96	RECY	Cart	1X	Th
AC - Maintenance Building - WA	3111 S Fern Street	1	96	RECY	Cart	1X	Th
		1	8	RECY	Dumpster	1X	Th
AC - Maintenance Building - SH	3111 S Fern Street	1	96	RECY	Cart	1X	Th
AC - Preliminary Treatment	3139 S Fern Street	1	96	RECY	Cart	1X	Th
AC - Dewatering Building - East	3208 S Eads Street	1	96	RECY	Cart	1X	Th
AC - Dewatering Building - West	3208 S Eads Street	1	96	RECY	Cart	1X	Th
AC - Filtration and Disinfection	3322 S Glebe Road	1	96	RECY	Cart	1X	Th
AC - Post Aeration Facility	3304 S Glebe Road	1	96	RECY	Cart	1X	Th
AC - Gunston Scene Shop	2700 S Lang Street	1	8	MSW	Dumpster	1X	W
AC - Barcroft Park	4200 S Four Mile Run Drive	1	8	MSW	Dumpster	2X	MTh
AC - Art Bus Facility	2629 S Shirlington Road	1	6	MSW	Dumpster	1X	W
AC - Independence House	1723 N Fairfax Drive	7	96	MSW	Cart	2X	TTh
		10	96	RECY	Cart	1X	Th
AC - Building 2020	2020 14th Street N	2	4	MSW	Dumpster	5X	MTWTHF
		2	4	RECY	Dumpster	2X	TF
AC - Art Bus Driver Parking	567 31st Street S	1	96	MSW	Cart	1X	T
		1	96	RECY	Cart	1X	Th
AC - Art Bus Facility - 2	3201 S Eads Street	1	8	MSW	Dumpster	1X	W

County Facilities Trash & Recycling Container List

Facility	Address	QTY	Equipment Size	Waste Type	Container	Frequency	Service Days
		3	96	RECY	Cart	1x	Th
		3	96	MSW	Cart	1x	T
AC - Station 10	1791 N Quinn Street	2	96	MSW	Cart	2x	TTh
		2	96	RECY	Cart	1x	Th
AC - Head Start	2920 S Glebe Road	1	4	MSW	Dumpster	2x	MTh
		1	4	RECY	Dumpster	1x	W
AC - Reed/Westover	1644 N McKinley Rd	1	2	MSW	Dumpster	2x	WF
		3	96	RECY	Cart	2x	TTh
AC - Facilities Warehouse	1439 N Quincy St	1	8	MSW	Dumpster	1x	W
		1	8	RECY	Dumpster	1x	TH
AC - Long Bridge Aquatic Center	333 Long Bridge Dr	1	6	MSW	Dumpster	3x	MWF
		1	4	RECY	Dumpster	2x	TTh

Total Containers

173

Total number of Trash & Recycling Containers

Equipment Size	MSW	RECY
2 yard	2	4
4 yard	17	21
6 yard	8	2
8 yard	17	10
96 gallon	23	55

APS SERVICE LOCATIONS

Trash Collection Services:

	A	B	C	D	E	F	G	H	I	J	
1	Trash Collection Schedule 2021-22		Frequency								
2	Location	Address	M	T	W	T	F	Container Size			
3	Abingdon	3035 S. Abingdon St.	X		X		X	8	1 container		
4											
5	Arlington Science Focus School	1501 N. Lincoln Street	X		X		X	8	1 container		
6											
7	Key Elementary School	855 N. Edison Street	X		X		X	8	formerly Arlington Traditional School		
8											
9	Ashlawn Elementary School	5950 N. 8th Road	X		X		X	8	1 container		
10											
11	Barcroft Elementary School	625 S. Wakefield Street	X		X		X	8	1 container		
12											
13	Barrett Elementary School	4401 N. Henderson Road	X		X		X	8	1 container		
14											
15	Campbell Elementary School	737 S. Carlin Springs Road	X		X		X	8	1 container		
16											
17	Carlin Springs Elementary School	5995 5th Road South	X		X		X	8	1 container		
18											
19	Claremont Elementary School	4700 S. Chesterfield Road	X		X		X	8	1 container		
20											
21	Discovery Elementary School	5241 36th Street North	X		X		X	8	1 container		
22											
23	Dr. Charles Drew Elementary School	3500 S. 23rd Street	X		X		X	8	1 container		
24											
25	Glebe Elementary School	1770 N. Glebe Road	X		X		X	8	1 container		
26											
27	Alice West Fleet Elementary School	701 S. Highland	X		X		X	8	1 container		
28											
29	Hoffman-Boston Elementary School	1415 S. Queen Street	X		X		X	8	1 container		
30	Carver Center	1416 S. Queen Street	X		X		X	8	1 container		
31											
32	Jamestown Elementary School	3700 N. Delaware Street	X		X		X	8	1 container		
33											
34	Innovation Elementary School	2300 Key Boulevard	X		X		X	8	formerly Key ES, 1 container		
35											
36	Long Branch Elementary School	33 N. Fillmore Street	X		X		X		1 container		
37											
38	Arlington Traditional School	1030 N. McKinley Road	X		X		X	8	formerly McKinley ES, 4 containers		
39											
40	Montessori Public School of Arlington	701 S. Highland Street	X		X		X	8	formerly Patrick Henry ES, 1 container		
41											

	A	B	C	D	E	F	G	H	I	J
1	Trash Collection Schedule 2021-22		Frequency							
2	Location	Address	M	T	W	T	F	Container Size		
42	Nottingham Elementary School	5900 Little Falls Road	X		X		X	8	1 container	
43										
44	Oakridge Elementary School	1414 S. 24th Street	X		X		X	8	1 container	
45										
46	Randolph Elementary School	1306 S. Quincy Street	X		X		X	8	1 container	
47										
48	Taylor Elementary School	2600 N. Stuart Street	X		X		X	8	1 container	
49										
50	Tuckahoe Elementary School	6550 N. 26th Street	X		X		X	8	1 container	
51										
52	Gunston Middle School	2700 S. Lang Street	X	X	X	X	X	8	2 containers	
53	Gunston Middle School Community Center	2701 S. Lang Street	X		X		X	8		
54										
55	Thomas Jefferson Middle School	125 S. Old Glebe Road			X			30 cubic yard compactor		
56	Thomas Jefferson Theatre				X			8	1 container	
57										
58	Kenmore Middle School	200 S. Carlin Springs Road	X	X	X	X	X	8	2 containers	
59										
60	Swanson Middle School	5800 N. Washington Boulevard	X	X	X	X	X	8	2 containers	
61										
62	Williamsburg Middle School	3600 N. Harrison Street	X	X	X	X	X	8	2 containers	
63										
64	Dorothy Hamm Middle School	4100 Vacation Lane	X	X	X	X	X	8	2 containers	
65										
66	Arlington Community High School	800 S. Walter Reed Drive	X		X		X	4	1 container	
67										
68	Career Center	816 S. Walter Reed Drive	X	X	X	X	X	8	2 containers	
69										
70	The Heights Building	1601 Wilson Boulevard	X		X		X	4	4 containers	
71										
72	Langston High School	2121 N. Culpeper Street	X		X		X	8	1 container	
73										
74	Wakefield High School	1325 S. Dinwiddie Street	X	X	X	X	X	8	2 containers, has dock	
75										
76	Washington-Liberty High School	1301 N. Stafford Street	X	X	X	X	X	8	2 containers	
77										
78	Yorktown High School	5200 Yorktown Boulevard	X	X	X	X	X	8	2 containers	
79										
80	Cardinal Elementary School	1644 N. McKinley Road	X		X		X	8	1 container	
81										

	A	B	C	D	E	F	G	H	I	J
1	Trash Collection Schedule 2021-22		Frequency							
2	Location	Address	M	T	W	T	F	Container Size		
82	Facilities and Operations	2770 S. Taylor Street	X		X		X	8	1 container, has dock	
83										
84	Facilities and Operations Transportation	2770 S. Taylor Street	X		X			8	1 container	

Recycling Collection Schedule:

Recycling Collection Schedule 2021-22			Frequency					Container		
Location	Address		M	T	W	T	F	Size	Carts	Comments
Abingdon	3035 S. Abingdon St.	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Arlington Science Focus School	1501 N. Lincoln Street	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Key Elementary School	855 N. Edison Street	dumpster service	X		X		X	6		formerly Arlington Traditional Scho
		96-gallon carts	X		X		X		8	
Ashlawn Elementary School	5950 N. 8th Road	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Barcroft Elementary School	625 S. Wakefield Street	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Barrett Elementary School	4401 N. Henderson Road	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Campbell Elementary School	737 S. Carlin Springs Road	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Carlin Springs Elementary School	5995 5th Road South	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Claremont Elementary School	4700 S. Chesterfield Road	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Discovery Elementary School	5241 36th Street North	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Dr. Charles Drew Elementary School	3500 S. 23rd Street	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Glebe Elementary School	1770 N. Glebe Road	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Alice West Fleet Elementary School	701 S. Highland	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Hoffman-Boston Elementary School	1415 S. Queen Street	dumpster service	X		X		X	6		

Recycling Collection Schedule 2021-22			Frequency					Container		
Location	Address		M	T	W	T	F	Size	Carts	Comments
		96-gallon carts	X		X		X		8	
Carver Center			X		X		X	6		
Jamestown Elementary School	3700 N. Delaware Street	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Innovation Elementary School	2300 Key Boulevard	dumpster service	X		X		X	6		Formerly Key ES
		96-gallon carts	X		X		X		8	
Long Branch Elementary School	33 N. Fillmore Street	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		12	
Arlington Traditional School	1030 N. McKinley Road	dumpster service	X		X		X	6		formerly McKinley ES
		96-gallon carts	X		X		X		8	
Montessori Pubic School of Arlington	701 S. Highland Street	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	formerly Patrick Henry
Nottingham Elementary School	5900 Little Falls Road	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Oakridge Elementary School	1414 S. 24th Street	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Randolph Elementary School	1306 S. Quincy Street	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Taylor Elementary School	2600 N. Stuart Street	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Tuckahoe Elementary School	6550 N. 26th Street	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
Gunston Middle School	2700 S. Lang Street	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		10	
Thomas Jefferson Middle School	125 S. Old Glebe Road	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		10	
Thomas Jefferson Theatre		dumpster service								
Kenmore Middle School	200 S. Carlin Springs Road	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		10	

Recycling Collection Schedule 2021-22			Frequency					Container		
Location	Address		M	T	W	T	F	Size	Carts	Comments
Swanson Middle School	5800 N. Washington Boulevard	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		10	
Williamsburg Middle School	3600 N. Harrison Street	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		10	
Dorothy Hamm Middle School	4100 Vacation Lane	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		10	
Arlington Community High School	800 S. Walter Reed Drive	dumpster service	X		X			4		
		96-gallon carts							4	
Career Center	816 S. Walter Reed Drive	dumpster service	X		X		X	6		
		96-gallon carts	X		X		X		8	
The Heights Building	1601 Wilson Boulevard	dumpster service	X		X		X	4		
		96-gallon carts	X		X		X		8	
Langston High School	2121 N. Culpeper Street	dumpster service	X		X		X	8		
		96-gallon carts	X		X		X		8	
Wakefield High School	1325 S. Dinwiddie Street	dumpster service	X		X		X	8		has dock
		96-gallon carts	X		X		X		12	
Washington-Liberty High School	1301 N. Stafford Street	dumpster service	X		X		X	8		
		96-gallon carts	X		X		X		12	
Yorktown High School	5200 Yorktown Boulevard	dumpster service	X		X		X	8		
		96-gallon carts	X		X		X		12	
Cardinal Elementary School	1644 N. McKinley Road	dumpster service	X		X		X	6		new building
		96-gallon carts	X		X		X		8	
Facilities and Operations	2770 S. Taylor Street	dumpster service	X		X		X	8		has dock
		1 metal, 1 C&D (irregular pick-up)						30		
		96-gallon totes								
Transportation	2770 S. Taylor Street	no dumpster service								
Education Center Annex	1426 N. Quincy Street	dumpster service	X		X		X	8		

Recycling Collection Schedule 2021-22			Frequency					Container		
Location	Address		M	T	W	T	F	Size	Carts	Comments
		96-gallon cart	X		X				8	

ATTACHMENT C

EXHIBIT __ COLLECTION SERVICE GUIDELINES

RECYCLABLES ACCEPTED IN ARLINGTON COUNTY AND APS FACILITIES

- Aluminum food and beverage containers
- Metal cans
- Plastic (#1-7)
- Aseptics – milk, juice, ice cream, wine, soup cartons
- Newsprint
- Old, corrugated cardboard
- Mixed paper

PREPARATION GUIDELINES:

Aluminum, metal, plastic and aseptic containers should be empty and rinsed if necessary. Mixed paper and newsprint should be clean and dry. Cardboard boxes should be flattened.

Aluminum, metal, plastic, mixed paper, and aseptic containers should be placed loose in the carts or dumpsters; paper can also be placed in paper bags. **MATERIALS MAY NOT BE CONTAINED IN PLASTIC BAGS.**

ATTACHMENT D

ARLINGTON PUBLIC SCHOOLS AGREEMENT

Arlington Public Schools
Procurement Office
2110 Washington Blvd., Arlington, VA 22204 · Phone: (703) 228-6123 · Fax: (703) 841-0681
www.apsva.us

Agreement

Contract Title: The Provision of Refuse and Recycling Collection Services

This Contract 01FY22 is made and entered into this ____ day of _____, 2021, the date the Agreement is fully executed by the Procurement Director/Procurement Agent, by and between Arlington County School Board, operating as Arlington Public Schools (“APS” or “Owner”) and _____ (“Contractor”), whose address is _____. The Work shall commence January 01, 2022.

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties herby agree as follows:

1. Scope of Work:

The Scope of Work for this Contract generally is described as to provide as requested by APS the Goods and Services necessary for the Provision of Refuse and Recycling Collection Services (“the Work”), as set forth in greater detail in Attachment A, Scope of Work.

2. Contract Price:

The Contract Price shall be as set forth in Attachment B – Pricing Schedule.

APS will not compensate the Contractor for any Goods or Services beyond those included in Attachment B unless those additional Goods or Services are covered by a written Change Order amending this Contract

The Contract Prices set forth in Attachment B include all costs, expenses, including reimbursable expenses, to provide the Goods or Services described in this Contract.

3. Contract Documents:

The documents which form the entire Contract between APS and the Contractor (“Contract Documents”) are as defined either in this Contract, in the Instructions to Bidders, or in the Terms and Conditions and are as set forth below.

3.1. In the case of a conflict, the order of precedence shall be as follows:

3.1.1. Agreement and all modifications properly incorporated in the Agreement

- 3.1.2. Attachment A – Scope of Work
 - 3.1.3. Attachment B – Pricing Schedule
 - 3.1.4. Attachment C – Terms and Conditions
 - 3.1.6. Attachment D – Contractor Certification Regarding Criminal Convictions
 - 3.1.7. Attachment E – Sample Purchase Order
 - 3.1.8. Attachment F – Certificate(s) of Insurance
 - 3.1.9. Attachment G - Service Locations
- 3.2. All provisions required by law to be included in this Contract or otherwise applicable to this Contract shall be deemed to be a part of this Contract, whether actually set forth herein or not.
- 3.3. The Contract Documents are complementary and what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, ambiguity or discrepancy in the Contract Documents, it shall immediately, in writing call such conflict, error, ambiguity or discrepancy to the attention of the Owner before proceeding with the Work affected thereby. The Owner will promptly resolve the matter in writing. Work done by the Contractor after such conflicts, errors, ambiguities or discrepancies are discovered, or in the exercise of reasonable care reasonably should have been discovered, prior to written resolution thereof by the Owner shall be done at the Contractor's expense and risk. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- 3.4. The Contractor will be held to a standard of strict compliance with the requirements of the Contract Documents in the performance of the Work, for giving Notice of any type to the Owner, and for making any submittal required for any purpose. The Contractor acknowledges and agrees that all time requirements set forth in the Contract Documents for any purpose are of the essence.
- 4. Definitions:**
All words and terms shall have the meanings and terms assigned to them in the Contract Documents unless a different meaning is clear from the context.
- 5. Contract Term:**
- 5.1. The initial term of this Contract shall commence on the date the Agreement is fully executed by the Procurement Director/Procurement Agent and expiring on December 31, 2022.
 - 5.2. This Contract may be renewed for a term not to exceed one (1) year ('Renewal Contract Term') by written notice given by APS at any time prior to thirty (30) Days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of APS has any authority to order, direct, or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein APS, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed six (6) additional one-year periods at the same terms and conditions.

- 5.3. Unless directed otherwise by APS, any Work in progress at the time of expiration of a Contract Term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued but must be completed no later than six (6) months following expiration of the Contract term in which the Purchase Order was issued.

6. Contract Price Adjustment:

- 6.1. The Contractor agrees that prices shall remain firm for the Initial Contract Term. If consideration is to be given to adjusting the price after the Initial Contract Term or a Renewal Contract Term, the price may be adjusted only upon approval of a written request to the Procurement Agent. Upon receipt of the Contractor's request, APS shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
- 6.2. The request for an adjustment in the price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the adjustment requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)
- 6.3. The request must be received at least thirty (30) days prior to the effective date of the expiration of the Initial Contract Term or Renewal Contract Term and shall become effective only upon approval by the Procurement Agent. The adjusted price shall not apply to orders received by the Contractor prior to the effective date of the approved increased price. Orders placed via Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The Procurement Agent may cancel, without liability to either party, any portion of the Contract affected by the requested adjustment and any materials, supplies or Services undelivered at the time of such cancellation.

7. Non-Appropriation:

All funds for payments by APS under any Contract awarded are subject to the availability of an annual appropriation for this purpose by the APS. In the event of non-appropriation of funds by the APS for the Goods or Services provided under the Contract, 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. APS will endeavor to provide reasonable Notice of such termination, but no formal notice of such termination is required of APS, and APS shall not order any Goods or Services to be provided after such termination date.

8. Right to Terminate Contract:

APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.

9. Direction to Proceed:

- 9.1. For Work to be performed by Contractor under this Contract, the Procurement Director/Procurement Agent will issue a Purchase Order. The Purchase Order will define

the location of the Work to be performed and will define or, where specific definition cannot be provided, will estimate, the scope of the Work to be performed, the dates within which that Work is to be performed, and the price for that Work (collectively "Purchase Order Work"). A sample Purchase Order form is attached as Attachment E. Contractor shall not commence any Work until a written Purchase Order has been issued by the Procurement Director/Procurement Agent, and if it does so APS will be under no obligation to make payment for any Work performed prior to the issuance of the required Purchase Order. No employee or agent of APS other than the Procurement Director/Procurement Agent or his properly authorized designee has authority to make any purchases or otherwise bind APS contractually. If a Purchase Order is issued by anyone other than the Procurement Director/Procurement Agent, it shall be the responsibility of the Contractor to confirm the authority of that person to bind APS. Provided, however, if the Contractor has received from the Procurement Director/Procurement Agent prior written confirmation of a person's authority to bind APS, the Contractor may rely upon all Purchase Orders issued by that person within the scope of the stated authority as authorized.

- 9.2. Notwithstanding the foregoing, if the circumstances are such that there is not sufficient time for issuance of a Purchase Order, APS through the Procurement Director/Procurement Agent or his authorized designee may direct the Contractor to proceed by less formal writing or electronic communication, to be replaced by a Purchase Order by 5:00 P.M. on the next regular APS working Day following issuance of such Owner directive. Further, if emergency conditions exist which necessitate that the Contractor act to avoid or mitigate damage to person or property, the Contractor shall proceed and give written Notice to APS of such emergency Work by 5:00 P.M. on the next regular APS Working Day following commencement of such emergency Work.

10. Estimated Quantities; No Guaranteed Minimum:

During the Initial Contract Term or any Renewal Contract Term, the Contractor will furnish all of the Goods or Services described in the Contract Documents of Contractor by APS. The Contractor understands and agrees that there are no guaranteed minimum purchases and that APS has no obligation to the Contractor if no, or fewer, items or Services than any quantities estimated are required or requested by APS. Any quantities which are included in the Contract Documents are the reasonable present expectations of those who are planning for APS for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that APS is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that APS may require Goods and/or Services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract

11. Payment Procedures:

Contractor shall submit invoices for its Work, and such invoices will be processed by APS, all in accordance with the provisions of the Terms and Conditions. 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 via email. The invoice shall include supporting information as detailed in this Section. 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. 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, unless otherwise agreed to in writing by APS. **At a minimum, invoices must include service location, price, size, service date, trash or recycling, dumpster or cart, charge or credit or extra charge.**

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

12. Assignments:

12.1. This Contract is not assignable by Contractor without the express written consent of APS, and APS shall be under no obligation to grant such consent. Sale, assignment or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination of this Contract if consent of APS is not obtained. It is understood by APS that Contractor may use Subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work and subcontracting of all or substantially all of the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this Section.

12.2. Contractor acknowledges that, if so stated in the Bid Documents, this Contract is subject to the joint procurement or cooperative procurement provisions of Va. Code Ann. § 2.2-4304.

13. Notices:

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

To the Contractor:

To APS: Arthur Bell
Director of Plant Operations
Arlington Public Schools
2770 South Taylor Street
Arlington, Virginia 22206
arthur.bell@apsva.us

And David J. Webb, C.P.M.
Procurement Director / Procurement Agent
Arlington Public Schools
2110 Washington Blvd.
Arlington, Virginia 22204
david.webb@apsva.us

14. Governing Law:

This Contract, the Bid Documents, and the Contract Documents shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to conflict of laws principles. Any action at law or judicial proceeding instituted for the enforcement of this Contract shall be instituted only in the state courts of the State and county in which APS resides.

15. Failure to Perform Any of the Services Listed in the Scope:

Lack of performance shall result in the Contractor being subject to the monetary damages (“damages”) shown below. The damages shall be deducted from the next invoice the Contractor submits following its failure to perform. If the Contractor fails to deduct the damages from its next invoice following the failure to perform, the invoice shall be rejected and returned to the Contractor for revision. The Contractor shall submit a revised invoice deducting the damages before payment can be processed. Failure to submit a revised invoice shall result in nonpayment until a revised and approved invoice is received. Any failure to perform shall be corrected within 24 hours of the notice from the County or APS to avoid assessment of damages. The assessment of any damages due to performance is at the sole discretion of the County or APS.

Due to programmatic harm to the public credibility of the Refuse and Recycling Program, as well the twenty-five percent (25%) State mandated minimum recycling rate, failure to perform the following services shall be reasons for an assessment of monetary damages per day or occurrence:

Services	Monetary Damages
9. Littering public property with no cleanup	\$100 per location/per day
10. Missed collections	\$100 per location/per day
11. Not fully emptying containers	\$100 per location/per day
12. Commingling	\$1,000 per location/per occurrence

16. Binding Agreement:

The Owner and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

Signature Appears on Following Page

Arlington Public Schools

By: _____
David J. Webb, C.P.M.
Procurement Director/Procurement Agent

Date: _____

Attachments:

Attachment A	Scope of Work
Attachment B	Pricing Schedule
Attachment C	Terms and Conditions
Attachment D	Contractor Certification Regarding Criminal Convictions
Attachment E	Sample Purchase Order
Attachment F	Certificate(s) of Insurance
Attachment G	Service Locations

End of Agreement