NOTICE OF AWARD OF CONTRACT

TO: BATES TRUCKING COMPANY, INC.
4305 48TH STREET
BLADENSBURG, MD 20710

DATE ISSUED: OCTOBER 18, 2010
CURRENT REFERENCE NO: 297-10LW

DES - REFUSE & RECYCLING COLLECTION - COUNTY FACILITIES

CONTRACT TITLE: N/A
PRIOR REFERENCE NO: N/A

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract in accordance with the response submitted by you on September 7, 2010. The contract term covered by this Notice of Award is effective NOVEMBER 1, 2010 and expires on OCTOBER 31, 2011.

This is the FIRST year award notice of a possible FIVE year contract.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid 297-10LW and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

1) REFER TO CONTRACTOR’S BID FORM

2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON MAY CPI-U.

ATTACHMENTS:

1) CONTRACTOR’S BID FORM
2) COG RIDER CLAUSE
3) SCOPE OF SERVICES

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: WILLIE WAINER
VENDOR TEL. NO.: 301-773-2069
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 301-699-3268

TAX IDENTIFICATION NUMBER (EIN/SSN): 52-1229796
EMAIL ADDRESS: WWAINER@ARLINGTONVA.US

COUNTY CONTACT: MIKE CLEM
COUNTY TEL. NO.: 703-228-6491

VENDOR CONTACT:

PAMELA HAYES
ASSISTANT PURCHASING AGENT

DATE: 10/18/10
DISTRIBUTION:

VENDOR: 1
BID FOLDER: 2
Bid Forms

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 297-10LN

BID FORM PAGE 1 OF 5

SUBMIT TWO (2) SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2160 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER MAY BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON AUGUST 31, 2010

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

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.

An electronic copy of the solicitation documents provided at the County Purchasing Agent's website (http://www.earlingtonva.us/purchasing) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.

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

Section 1: Refuse Collection (Price, include container rental, collection & disposal)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Container Size</th>
<th>Once-a-week</th>
<th>Twice-a-week</th>
<th>Daily</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Collection</td>
<td>Disposal</td>
<td>Total</td>
</tr>
<tr>
<td>1</td>
<td>96 Gallon</td>
<td>$2.75</td>
<td>$0.90</td>
<td>$3.65</td>
</tr>
<tr>
<td>2</td>
<td>2 CY</td>
<td>$7.49</td>
<td>$3.42</td>
<td>$10.91</td>
</tr>
<tr>
<td>3</td>
<td>4 CY</td>
<td>$7.49</td>
<td>$0.65</td>
<td>$14.33</td>
</tr>
<tr>
<td>4</td>
<td>6 CY</td>
<td>$7.49</td>
<td>$10.26</td>
<td>$17.75</td>
</tr>
<tr>
<td>5</td>
<td>8 CY</td>
<td>$7.49</td>
<td>$11.51</td>
<td>$19.00</td>
</tr>
</tbody>
</table>

BIDDER NAME: Bates Trucking Company, Inc.
### Section 2: Recycle Collection (Price includes container rental, collection and hauling)

<table>
<thead>
<tr>
<th>Item No</th>
<th>Container Size</th>
<th>Daily</th>
<th>Once-a-Week</th>
<th>Once Every Two Weeks</th>
<th>Once-a-Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>96 Gallon</td>
<td>$13.75</td>
<td>$2.75</td>
<td>$3.25</td>
<td>$5.50</td>
</tr>
<tr>
<td>7</td>
<td>2 CY</td>
<td>$37.45</td>
<td>$7.49</td>
<td>$14.98</td>
<td>$14.98</td>
</tr>
<tr>
<td>8</td>
<td>4 CY</td>
<td>$37.45</td>
<td>$7.49</td>
<td>$14.98</td>
<td>$14.98</td>
</tr>
<tr>
<td>9</td>
<td>6 CY</td>
<td>$37.45</td>
<td>$7.49</td>
<td>$14.98</td>
<td>$14.98</td>
</tr>
<tr>
<td>10</td>
<td>8 CY</td>
<td>$37.45</td>
<td>$7.49</td>
<td>$14.98</td>
<td>$14.98</td>
</tr>
</tbody>
</table>

### Section 3: Corrugated Cardboard Collection (Price includes container rental, collection and hauling)

<table>
<thead>
<tr>
<th>Item No</th>
<th>Container Size</th>
<th>Once-a-week</th>
<th>Once Every Two Weeks</th>
<th>Once-a-Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>2 CY</td>
<td>$7.49</td>
<td>$16.21</td>
<td>$16.21</td>
</tr>
<tr>
<td>12</td>
<td>4 CY</td>
<td>$7.49</td>
<td>$16.21</td>
<td>$16.21</td>
</tr>
<tr>
<td>13</td>
<td>6 CY</td>
<td>$7.49</td>
<td>$16.21</td>
<td>$16.21</td>
</tr>
<tr>
<td>14</td>
<td>8 CY</td>
<td>$7.49</td>
<td>$16.21</td>
<td>$16.21</td>
</tr>
</tbody>
</table>

### Section 4: 30 CY Open Top Roll-Off Container

<table>
<thead>
<tr>
<th>Item No</th>
<th>Container Size</th>
<th>Description</th>
<th>Weekly Fee</th>
<th>Monthly Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>30 CY</td>
<td>Refuse (include container rental, hauling &amp; disposal)</td>
<td>$450.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>16</td>
<td>30 CY</td>
<td>Construction Debris (include container rental, hauling &amp; disposal)</td>
<td>$365.00</td>
<td>$365.00</td>
</tr>
<tr>
<td>17</td>
<td>30 CY</td>
<td>Scrap Metal (include container rental and hauling only)</td>
<td>$165.00</td>
<td>$165.00</td>
</tr>
<tr>
<td>18</td>
<td>30 CY</td>
<td>Recyclables (include container rental and hauling only)</td>
<td>$165.00</td>
<td>$165.00</td>
</tr>
</tbody>
</table>

### Section 5: Self-Contained Compaction Units

<table>
<thead>
<tr>
<th>Item No</th>
<th>Container Size</th>
<th>Rental &amp; Maintenance</th>
<th>Collection &amp; Hauling</th>
<th>Disposal Fee (per ton)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>30 CY</td>
<td>$275.00</td>
<td>$165.00</td>
<td>$75.00</td>
<td>$515.00</td>
</tr>
<tr>
<td>20</td>
<td>30 CY</td>
<td>$275.00</td>
<td>$165.00</td>
<td>$75.00</td>
<td>$515.00</td>
</tr>
<tr>
<td>21</td>
<td>40 CY</td>
<td>$275.00</td>
<td>$165.00</td>
<td>$75.00</td>
<td>$515.00</td>
</tr>
</tbody>
</table>
Section 6: E-Waste Collection (Price include collection, preparation and hauling)

<table>
<thead>
<tr>
<th>Item No</th>
<th>Fee per Pickup</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Less than 50 items</td>
</tr>
<tr>
<td>22</td>
<td>$125.00</td>
</tr>
</tbody>
</table>

TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by any bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-110 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

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

See Confidential Stamp

________________________________________

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

---

BIDDER NAME: Bates Trucking Company, Inc. 42

297-10LW
BID FORM PAGE 4 OF 5

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-110 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

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

BIDDER NAME: Bates Trucking Company, Inc.

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

Bruce A. Bates, President

4305 48th Street

Bladensburg, MD 20710

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

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE: Bruce A. Bates, President

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

NAME (PRINTED): Willie Wainer TITLE: COO

E-MAIL ADDRESS: wwainer@batestrucking.com TEL. NO.: (301) 773-2069

43

297-101W
**BID FORM PAGE 5 OF 5**

<table>
<thead>
<tr>
<th>SUBMITTED BY:</th>
<th>Bates Trucking Company, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>4305 48th Street</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
<td>Bladensburg, MD 20710</td>
</tr>
<tr>
<td>TELEPHONE NO:</td>
<td>(301) 773 2060</td>
</tr>
<tr>
<td>FAX NO:</td>
<td>(301) 599-3268</td>
</tr>
<tr>
<td>TAX ID NUMBER (EIN/SSN):</td>
<td>52-1229796</td>
</tr>
<tr>
<td>VA. CONTRACTOR LICENSE #:</td>
<td></td>
</tr>
</tbody>
</table>

**THIS FIRM IS:**
- [X] CORPORATION, [ ] GENERAL PARTNERSHIP, [ ] LIMITED PARTNERSHIP,
- [ ] UNINCORPORATED ASSOCIATION, [ ] LIMITED LIABILITY COMPANY,
- [ ] SOLE PROPRIETORSHIP

**IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?** Yes

**IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:** F175595-0

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

**IS YOUR FIRM CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?** Yes

**BIDDER STATUS:** MINORITY OWNED: [X] WOMAN OWNED: [X] NEITHER: [ ]
Sollicitation # 297-10LM
Metropolitan Washington Council of Governments Rider Clause
USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF
GOVERNMENTS PURCHASING OFFICERS’ COMMITTEE.

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

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

C. A negative reply will not adversely affect consideration of your
bid/proposal.

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

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

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

<table>
<thead>
<tr>
<th>YES NO</th>
<th>JURISDICTION</th>
<th>YES NO</th>
<th>JURISDICTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Alexandria, Virginia</td>
<td>X</td>
<td>Manassas, Virginia</td>
</tr>
<tr>
<td>X</td>
<td>Alexandria Public Schools</td>
<td>X</td>
<td>City of Manassas Public Schools</td>
</tr>
<tr>
<td>X</td>
<td>Alexandria Sanitation Authority</td>
<td>X</td>
<td>Manassas Park, Virginia</td>
</tr>
<tr>
<td>X</td>
<td>Arlington County, Virginia</td>
<td>X</td>
<td>Maryland-National Capital Park &amp; Planning Comm.</td>
</tr>
<tr>
<td>X</td>
<td>Arlington County Public Schools</td>
<td>X</td>
<td>Metropolitan Washington Airports Authority</td>
</tr>
<tr>
<td>X</td>
<td>Bowie, Maryland</td>
<td>X</td>
<td>Metropolitan Washington Council of Governments</td>
</tr>
<tr>
<td>X</td>
<td>Bladensburg, Maryland</td>
<td>X</td>
<td>Montgomery College</td>
</tr>
<tr>
<td>X</td>
<td>Charles County Public Schools</td>
<td>X</td>
<td>Montgomery County, Maryland</td>
</tr>
<tr>
<td>X</td>
<td>College Park, Maryland</td>
<td>X</td>
<td>Montgomery County Public Schools</td>
</tr>
<tr>
<td>X</td>
<td>Culpeper County, Virginia</td>
<td>X</td>
<td>Orange</td>
</tr>
<tr>
<td>X</td>
<td>District of Columbia</td>
<td>X</td>
<td>Prince George’s County, Maryland</td>
</tr>
<tr>
<td>X</td>
<td>District of Columbia Courts</td>
<td>X</td>
<td>Prince George’s Public Schools</td>
</tr>
<tr>
<td>X</td>
<td>District of Columbia Public Schools</td>
<td>X</td>
<td>Prince William County, Virginia</td>
</tr>
<tr>
<td>X</td>
<td>Fairfax, Virginia</td>
<td>X</td>
<td>Prince William County, Virginia</td>
</tr>
<tr>
<td>X</td>
<td>Falls Church, Virginia</td>
<td>X</td>
<td>Prince William County Public Schools</td>
</tr>
<tr>
<td>X</td>
<td>Fairfax County Water Authority</td>
<td>X</td>
<td>Prince William County Service Authority</td>
</tr>
<tr>
<td>X</td>
<td>Prince William County, Virginia</td>
<td>X</td>
<td>Prince William County, Virginia</td>
</tr>
<tr>
<td>X</td>
<td>Prince William County, Virginia</td>
<td>X</td>
<td>Prince William County Public Schools</td>
</tr>
<tr>
<td>X</td>
<td>Prince William County, Virginia</td>
<td>X</td>
<td>Prince William County Service Authority</td>
</tr>
<tr>
<td>X</td>
<td>Rockville, Maryland</td>
<td>X</td>
<td>Rockville</td>
</tr>
<tr>
<td>X</td>
<td>Fairfax County, Virginia</td>
<td>X</td>
<td>Fairfax County Schools</td>
</tr>
<tr>
<td>X</td>
<td>Frederick, Maryland</td>
<td>X</td>
<td>Stafford County, Virginia</td>
</tr>
<tr>
<td>X</td>
<td>Frederick County, Maryland</td>
<td>X</td>
<td>Takoma Park, Maryland</td>
</tr>
<tr>
<td>X</td>
<td>Gaithersburg, Maryland</td>
<td>X</td>
<td>Upper Occomun Sewage Authority</td>
</tr>
<tr>
<td>X</td>
<td>Greene, Maryland</td>
<td>X</td>
<td>Vienna, Virginia</td>
</tr>
<tr>
<td>X</td>
<td>Henrico, Virginia</td>
<td>X</td>
<td>Virginia Railpway Express</td>
</tr>
<tr>
<td>X</td>
<td>Loudoun, Virginia</td>
<td>X</td>
<td>Washington Metropolitan Area Transit Authority</td>
</tr>
<tr>
<td>X</td>
<td>Loudoun County, Virginia</td>
<td>X</td>
<td>Washington Suburban Sanitary Commission</td>
</tr>
<tr>
<td>X</td>
<td>Loudoun County Public Schools</td>
<td>X</td>
<td>Winchester, Virginia</td>
</tr>
<tr>
<td>X</td>
<td>Loudoun County Sanitation Authority</td>
<td>X</td>
<td>Winchester Public Schools</td>
</tr>
</tbody>
</table>

Vendor Name: Bates Trucking Company, Inc.
SCOPE OF SERVICES

1. **GENERAL**

   Arlington County, Virginia ("County") intends to contract for a qualified refuse and recyclable collection contractor to provide the following services at approximately 85 County government facilities for up to a two (2) year period with options the extend the contract for three (3) additional twelve (12) months periods. Arlington Public Schools ("APS") will use this contract for the following services at 45 APS facilities (see Section 15 on page blah and Appendix A & B at the end of this document). The Contractor shall provide the sizes and quantities of containers described herein and the collection and disposal services described herein for up to a five (5) year period (see Section 6).

   This is a requirements contract. The number of containers provided under this contract may be increased or decreased by the County at its sole option as the County's needs change during the contract term. Increases shall be priced at the then current contract unit prices. Containers added after the first contract year may be refurbished but must match the specified container (color, all metal, etc.).

   The Contractor shall:

   a) Furnish, install, maintain and service 2, 4, 6 and 8 cubic yard refuse and recycling containers.

   b) Furnish, maintain and service 96 gallon refuse and recycling carts.

   c) Furnish, install, maintain and service 30 cubic yard open top roll-off containers.

   d) Furnish, install, maintain and service a 30 cubic yard special compaction container at the County Detention Center (see section 10/e).

   e) Collect recyclable material as single stream except those County facilities and/or APS that require separate containers for cardboard.

   f) Be responsible for occasional, unscheduled special-event collection of refuse and recyclables from County and APS facilities upon request from the County Project Officer.

   g) Be responsible for unscheduled special collection of refuse and recyclable in the event of move-out, clean-out or renovation of any County or APS facility upon request.

   h) Relocate, at no additional cost to the County, refuse and recycling containers and carts in the event of relocation of any County or APS facility.

   i) Furnish and haul occasional roll-off containers for scrap metal collection.

   j) Be responsible for occasional collection of Electronics Waste ("E-Waste") such as Computer CPU's, monitors, TV's, phones, printers and other large electronics. Accessories such as keyboards, mice, cable and other small items shall be considered as part of the large electronics and shall not be considered as a separate item.
k) Disposed collected refuse at the Covanta Alexandria/Arlington Waste to Energy Facility or other disposal facility approved by the County (see Section 2).

l) Collect single stream recyclable material (newspaper, office paper, junk mail, books, metal cans, aluminum cans, plastic & glass containers & bottles and rigid plastic) to be transported to and tipped at a Material Recovery Facility (MRF) as designated by the County (see Section 2).

m) Collect all scrap metal from the County facilities and APS and transport to a white goods and scrap metal processor designated by the County (see Section 2).

n) shall wrap E-Waste material in plastic, place on pallets and transport to a County designated facility (see section 2).

The term "Refuse Container" shall mean a metal 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. Refuse Containers are not required to be new, but must be neat in appearance, freshly painted, without structural damage or perforations (containers shall not "leak"), with well-functioning doors and hinges, and tight-fitting lids (see Sections 10b, c, & d). Unless otherwise specified, "Corrugated Cardboard Container" shall mean a metal container of the size specified, equivalent in construction to the containers specified for refuse with an opening near the top of the front panel measuring 6" high by 48" long. The term "recycling cart" will mean a 96 gallon cart with wheels and tight-fitting, hinged lid (see Section 10b). The term "recycling" or "recyclable material" will mean used material that can be reprocessed into a raw material for new products (for example, cardboard, metal cans, paper items, plastic and glass beverage containers).

The Contractor shall collect refuse, corrugated cardboard, and recyclables in covered, watertight, non-leaking vehicles. The collection of refuse shall be performed so as not to allow spilling of any refuse or recyclable materials on private or public property. The Contractor shall comply with all laws and regulations applicable to collection and disposal of these classes of refuse (see Section 10a).

The County reserves the right to modify container size, service frequency and to add or delete locations to be serviced by the Contractor at no additional cost to the County.

The Contractor shall obtain and maintain a valid and current Arlington County Business License and a Refuse Collection Permit during the Contract Term. The Contractor shall comply with Arlington County's Refuse Code. http://www.co.arlington.va.us/departments/CountyBoard/CountyCode/file74506.pdf

All permits necessary for refuse disposal shall be obtained and paid for by the Contractor.
2. DISPOSAL LOCATIONS

Refuse:
All refuse collected by the Contractor in fulfillment of this contract shall be disposed of at the Covanta/Arlington, Inc., Waste to Energy Facility located at 5301 Eisenhower Avenue, Alexandria, Virginia 22304. If the County changes the disposal location during the contract term, the unit prices will be subjected to negotiation based on actual disposal cost and mileage. Should negotiations fail at that time, the Contract shall be subject to cancellation by either party upon 180 days written notice. Refuse shall be disposed in compliance with refuse disposal permit requirements.

Recyclables:
All collected recyclable material shall be transported to and tipped at a Material Recovery Facility (MRF) under a separate County contract. The current MRF contract holder is Waste Management Recycle America located at 2801 Dorr Ave, Fairfax, VA 22031. If the County changes the MRF, the unit price will be subjected to negotiation based on actual cost and mileage. Should negotiations fail at that time, the Contract shall be subject to cancellation by either party upon 180 days written notice. All revenue derived from the sale of recyclables belongs to the County.

Scrap Metal:
All scrap metal collected from County and APS facilities shall be transported to a white goods and scrap metal processing facility under a separate County contract. The current white goods and scrap metal contract holder is Joseph Smith & Sons located at 2001 Kenilworth Ave, P.O. Box 64430, Washington DC 20029. If the County changes the white goods and scrap metal facility, the unit price will be subjected to negotiation based on actual cost and mileage. Should negotiations fail at that time, the Contract shall be subject to cancellation by either party upon 180 days written notice. The County bears responsibility for any processing charges. All revenue generated from the sale of scrap metal belongs to the County.

E-Waste:
Contractor shall collect, prepare (place on pallets and plastic wrapped), store at a secure Contractor site, schedule with the processor and haul the E-Waste material to a County-designated processor. The current disposal location is UNICOR's National Capital Recycling Center located at 3601 Pennsy Drive, Landover, MD 20785. If the County changes the E-Waste disposal facility, the unit price will be subject to negotiation based on actual cost and mileage. Should negotiations fail at that time, the Contract shall be subject to cancellation by either party upon 180 days written notice.

3. PAYMENT FOR DISPOSAL

The Contractor shall maintain an account with Covanta of Alexandria/Arlington, Inc., Waste to Energy Facility or any other County approved agency for the disposal of refuse. All refuse disposal charges shall be billed to and paid by the Contractor.
4. **PAYMENT FOR SERVICE RENDERED**

Refer to Payment Terms, Number 8, on page 24.

Purchase orders will be issued for each year of the Contract term or portion thereof, as applicable, by each County agency using the contract services, stating the locations to be serviced by the Contractor, the contract unit prices (including the container size to which the unit price applies) and the estimated total expenditure for the period covered by the purchase order. Separate payment will be made by each agency in monthly installments in arrears upon satisfactory completion of required services by the Contractor and receipt of a correct itemized invoice from the Contractor.

Logs shall be completed by collection driver at time of collection and shall serve as the basis for invoicing the County. Charges not substantiated by the logs shall not be paid by the County. The County reserves the right to monitor and verify accuracy of driver logs at any time during the contract term and the Contractor's drivers shall be instructed to allow examination of their logs by the Project Officer or agency designee during their runs.

The Contractor shall submit a separate invoice to each agency receiving service to the address identified on the purchase orders which shall include the container size, type of container (refuse, cardboard, or recycling cart), service unit price, service frequency, and total charge for the invoiced period.

5. **REPORTING**

**Weights of Material Collected:**

The Contractor shall submit a monthly tonnage report by the 10\(^{th}\) day of the month for previous service month. The monthly report shall include tons of refuse; tons of recyclables, tons of scrap metal tons. The report shall specify the total weight by type of material collected from all containers in one month. The Contractor shall provide copies of all "weight tickets" monthly for materials transported under this contract. If it is necessary to estimate total weight, the Contractor shall use the following conversion:

(source: Metropolitan Washington Council of Governments http://www.mwcog.org/). All calculations shall be shown on the report

- 1 cubic yard loose cardboard = 100 pounds
- 1 96-gallon cart/mix paper = 180 pounds
- 1 96-gallon cart/bottles and cans = 30 pounds

The Contractor shall submit the report in Microsoft Excel format by the 10\(^{th}\) day of the month for previous service month of E-Waste material collected from County facilities and APS and delivered to UNICOR. This report shall include the number of each type of items, collection point, collection date and delivery date.
All reports shall be submitted to Solid Waste Division, 4300 S. 29th St.,

6. **ADJUSTMENT OF CONTRACT PRICE**

Contract unit prices consist of a disposal cost portion (where applicable) and
a collection cost portion. The total of the two determines the unit price.
The two are adjusted as follows:

a) **Collection Cost (Refuse & Recycle)**

Unit cost for collection shall remain firm for the first twelve (12) months.
The collection unit price for ensuing contract terms shall be negotiated by the
County Project Officer but shall not exceed the Department of Labor, Consumer
Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve month
period ending in the month of May of the previous contract term.

b) **Disposal Cost (Refuse only)**

The refuse disposal cost portion of the contract unit price shall be adjusted
whenever documented disposal costs change. If the disposal costs of the
Contractor increase or decrease as a result of an increase or decrease to the
tipping fee of the disposal facility identified in this solicitation, the
disposal cost portion of the contract unit price shall be increased or
decreased in an amount equal to the percentage change of the tipping fee
charged to the Contractor by the disposal facility. The unit price adjusted as
a result shall be binding on the Contractor for the remainder of the contract
term in which the change occurs.

c) The total of the adjusted collection and disposal unit prices in sections “a”
and “b” above shall be binding on the Contractor for each ensuing contract
term.

7. **INSPECTION**

All services under this Contract shall be subject to inspection and approval
by the County Project Officer. The Contractor shall routinely monitor its
employees’ performance for compliance with contract requirements.

8. **TRANSITION PLAN**

The Contractor shall submit a "Transition Plan" within ten (10) days of
Contract award. The plan shall include procedures of how the transition from
the current contract will take place.

Schools reopen after summer break on September 1, 2010 therefore the
Contractor shall work closely with current contractor and the County Project
Officer to make sure that all containers and carts are delivered,
specifically to APS prior to the first collection day (November 1, 2010).

9. **PERSONAL REQUIREMENTS & STANDARDS**

a. All persons employed by the Contractor shall be competent, skilled and
qualified in the performance of work to which they are assigned.
b. Contractor shall provide a sufficient number of workers and vehicles to perform all required services in a timely manner and in accordance with Contract provisions.

c. The workers shall be thoroughly instructed by their supervisors prior to performing any work under the Contract as to required duties and standards of performance.

d. All personnel shall receive close and continuing supervision and shall maintain a courteous and respectful attitude toward the public at all times.

e. At no time shall there be any soliciting, requesting or accepting of gratuities of any type or amount from any source relating to their performance under the Contract.

f. The Contractor shall direct its employees to avoid loud and profane language at all times during performance of their duties. The County reserves the right to require immediate removal from contract participation any service employee violating these standards.

g. All drivers must possess a Commercial Driver License.

10. PROCEDURES

a) Schedule:

The Contractor shall submit a collection schedule within ten (10) days of the award of contract for review and approval of the County 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 Routes:

The Contractor shall travel on arterial streets except for the minimum travel amount necessary for collection on non-arterial streets.

c) Holidays:

No collection will be made on Christmas Day or New Years Day from County facilities, but those days must be made up immediately before or after these holidays at no additional cost to the County.

No collection will be made from APS on the following APS holidays: Memorial Day, Labor Day, Independence Day, Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day, Veteran’s Day, President’s Day, Thanksgiving Day and the following day and Martin Luther King, Jr.’s Birthday. These days must be made up immediately before or after these holidays at no additional cost to the County or APS.

d) Collection Times:

Daily, non-holiday collection shall start after 7:00 A.M. and must be completed by 5:00 P.M. Financial penalties may be levied if "time violations" occur (see Section 11).

Service at APS must occur after the commencement of the school day and before school dismisses at the end of the day. For student safety reasons, trucks
may not be on school grounds during the normal arrival and departure of students from the building. Final collection schedules will be agreed upon by APS and the Contractor after Contract award.

e) **Emptying Containers:**

The containers shall be thoroughly emptied and returned to their assigned location at the site. The Contractor shall be responsible for picking up all litter resulting from the servicing of the container. Failure to maintain clean sites at the collection area shall be considered grounds for withholding payment for the collection. Also, financial penalties may be levied if continued violations occur (see Section 11).

f) **Emptying Contaminated Recycling Carts:**

With regard to emptying containers that have been designated for recycling, such containers are not to be emptied into vehicles that are dedicated for trash removal without the permission of the County Project Officer or designee. Such containers that have been contaminated with non-recyclable material shall receive from the driver a label (sticker) provided by the County and left uncollected. The Contractor shall notify the County Project Officer immediately that a recycling container has been left uncollected. If the County Project Officer reviews the uncollected container and determines that it is not "contaminated", the Contractor shall empty the container into a recycling vehicle within 24 hours. If a contaminated container has been left uncollected, but the container has no "rejection" sticker on it or no call has been made from the Contractor to the County Project Officer, then the act of leaving the cart uncollected is considered a "failure to perform" and penalties may be levied (see Section 11). The County Project Officer shall make the final judgment as to whether a recycling cart is contaminated.

g) **Damage to Property:**

The Contractor shall be responsible for any damage to private or public property caused by the negligence of the Contractor's employees during performance under this contract. The Contractor shall replace or restore to its original condition any property damaged by the Contractor at no cost to the County. If the Contractor fails to repair, restore or replace such damaged property within fifteen (15) days of receipt of written notice from the County, the County shall deduct an amount equal to the cost of replacement, restoration or repair of the property plus 15% overhead from the next payment due to the Contractor from the County. Such deductions will not be returned or reimbursed to the Contractor.

h) **Interruption of Service:**

The Contractor shall not interrupt the regular schedule and quality of service due to street repairs or closures. In case of severe snow storms or other severe inclement weather which makes collection impossible or impracticable, the County may suspend the collection services or the Contractor may temporarily suspend the collection services after obtaining prior approval from the County Project Officer. The County will not pay for contract services not performed as a result of suspended collections due to inclement weather, other natural disasters or Contractor's failure to perform required services. Failure to collect at scheduled locations without
notifying the County Project Officer may result in financial penalties (see Section 11).

11. **EQUIPMENT**

a) **Collection Vehicles:**

Bidders should submit with their bids a description of the collection methods they intend to use for each type of material if awarded this contract. The regular weekly collection of refuse and recyclable materials from public buildings shall be made in enclosed, watertight packer-type collection vehicles. All collection vehicles shall comply with State and County laws and regulations. All collection vehicles shall be maintained in a clean and sanitary condition at all times. All collection vehicles shall be free of oil leaks. Any collection vehicle determined to have failed these standards shall be removed from service under this contract at the request of the County Project Officer. 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. Sufficient spare collection vehicles and repair parts shall be maintained by the Contractor to replace or repair any vehicles out of service. The County shall have the right to inspect equipment and any 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. All collection vehicles shall comply at all times with the inspection regulations of the Division of Motor Vehicles of the Commonwealth of Virginia.

b) **Containers:**

The Contractor shall be responsible for providing all-metal (except for the 96-gallon carts, see below) containers to all locations as specified herein and to those additional locations which may be added to the contract requirements. These containers shall be of rigid metal construction, with double-walled poly resin or metal hinged lids and side doors of the design commonly used in the industry. Lids shall fit tightly and units must be neat in appearance. The County may require casters on the front load containers as needed at no additional cost to the County. Containers for replacement or containers for new locations shall be all-metal and identical to those provided under the original contract, or an acceptable equivalent approved by the County's County Project Officer, and shall be new or refurbished as discussed above. All 96-gallon 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 recyclable or refuse material. The marking on each container shall include an identification number, contractor name and telephone number.

c) **Container Color:**

Refuse containers shall be Green in color or a color approved by the County Project Officer.

Corrugated cardboard containers shall have an opening near the top of the front panel measuring 6" high x 48" long. The container shall be labeled with the words "Corrugated Cardboard Only" located directly above or below

18

297-101W
the opening. Corrugated containers shall be Bright Blue in color or a color approved by County Project Officer.

Containers and Carts used for recyclables shall be Bright Blue in color or a color approved by County Project Officer.

d) Container Maintenance:

The Contractor shall be responsible for maintaining the containers in a sanitary and fully operable condition. All doors, tops and casters (where needed) shall be of metal or plastic construction and shall be kept in good repair, replaced when not functional as determined by the County or APS and maintained in good working order at all times.

All containers shall be steam power-washed and cleaned every six (6) months by the Contractor at no additional cost to the County or to Arlington County APS. This cleaning shall be performed off-site of County property. Contractor shall provide to the County cleaning schedules at the beginning of each contract year term.

Any broken lid, regardless of the cause of the damage, shall be replaced by the Contractor at no additional cost to the County or to Arlington County APS.

All repairs or lid replacements shall be completed within three (3) days of written (letter, fax or email) notification by the County or APS County Project Officer.

Any container deemed unacceptable by the County Project Officer shall be replaced within seven (7) days.

The Contractor shall have fourteen (14) days to make any change in container size at any location as required by the County. There shall be no charges to the County for these changes.

The County Project Officer will notify the Contractor of amended service frequency requirements during the APS summer recesses.

Per the Arlington County Code, all dumpsters must be plugged on the bottom.

e) Special Compaction Containers

One location at the rear of the County Detention Center (Troy Street loading dock) requires the provision and installation of an operating self-contained compactor system with power units and related components equivalent to a 30 cubic yard, Rudco Pressure Pak self contained compactor. County may require additional compactors of 20, 30 and/or 40 CY 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 Contractor shall connect the unit to a 120/208 volt, 3 phase electrical service disconnect located within 25 feet of the compactor unit. The Contractor shall coordinate the installation of the unit with the removal of the existing unit by the current contractor so that there will be a service interruption of less than twenty-four hours. Pickups of the compacted trash shall be scheduled one (1) time per week unless otherwise notified in writing by the County Detention facility staff or County Project Officer. Cleaning
and maintenance of the compactor is the Contractor’s responsibility at no additional charge to the County.

Contractor shall provide and install the necessary equipment at no additional cost to the County other than the allowable charges indicated on the Bid Form. No installation charges (one-time or otherwise) shall be charged to the County. Disposal charges for material collected in the compactor shall be charged on a per ton basis.

12. FAILURE TO PERFORM

a. If the Contractor fails to collect from a container within twenty-four hours of the regularly scheduled collection date (except in case of holidays or emergencies approved by the County Project Officer), the County may cause the refuse to be collected by other haulers or by County crews and shall charge all costs of the collection plus 15% overhead to the Contractor by withholding such costs from the Contractor’s next monthly payment due the Contractor from the respective County agency. This charge shall be in addition to any liquidated damage charges as discussed elsewhere in this solicitation.

b. If the Contractor fails to pick up from a specific site per the standard schedule for that site, there shall be a liquidated damages amount of $100.00 per container for each 24 hour period that the container goes uncollected assessed against the Contractor and deducted from the next contract payment for the site.

c. When a missed collection is caused by snow or severe weather or from a blocked container, or any other condition that makes collection impossible (in the opinion of the County Project Officer), no liquidated damages shall be charged. However, the Contractor shall restore service as quickly as possible once conditions improve, particularly at school locations where sanitation must be maintained. It is the responsibility of the Contractor to notify the County Project Officer by phone or email if any dumpster is inaccessible or not serviced on time.

d. 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 so spilled shall be immediately picked up and removed by the Contractor. Contractor shall be responsible to compensate for any property affected by the spillage. Each event of the Contractor's failure to pick up spilled refuse or recycle within one hour after notification of the incident will result in the assessment of $100 liquidated damages against the Contractor. Each monthly payment by an affected agency will be reduced by the amount of liquidated damages assessed by the affected agency for that month. Three consecutive monthly deductions may be considered grounds for canceling the Contract.

e. Any Collection service started prior to 7:00 A.M. will result in the assessment of $100 liquidated damages against the Contractor and will be deducted from the Contractor’s monthly invoice.

f. Each daily event of failure to wear the safety equipment, specified in “General Terms and Conditions/Safety” (safety vests, uniforms, gloves, steel toed boots), by a contractor employee may result in an assessment of $25 (per employee per
day) in liquidated damages against the contractor and will be deducted from the monthly invoices.

g. Failure to submit Contract Specific Safety Program within seven (7) days of the award of contract, as specified in "General Terms & Conditions/Safety", may result in assessment of $50 per day in liquidated damages.

13. **SUB-CONTRACT AGREEMENTS**

Contractor shall submit to the County Project Officer a written request for sub-contractor approval before subcontracting any services. The request shall include reasons for the need for sub-contract work and qualifications of the potential sub-contractors. The County reserves the right to reject sub-contractor's participation.

14. **CONTRACTOR'S OFFICE**

The Contractor must provide and maintain an office located in the Washington Metropolitan Area and shall notify the County of its location. The Contractor's office shall be staffed by the Contractor with competent persons and shall be open during regular working days between 8:00 a.m. and 5:00 p.m.

The County will serve any complaint or notice on the Contractor by delivering same at its local office, by telephone, or by mailing same by United States mail addressed to the Contractor at said office.

15. **SAMPLE CONTAINER**

BIDDERS SHALL SUBMIT SPECIFICATIONS AND PHOTOGRAPHS OF THE DIFFERENT SIZES AND TYPES OF CONTAINERS INTENDED FOR USE UNDER THIS CONTRACT.

16. **APS (ARLINGTON PUBLIC SCHOOLS) PARTICIPATION IN THE AWARD**

The County is acting only as a contracting agent for APS and shall not be held liable for any costs or damages incurred by that agency.

a) APS shall be permitted to purchase at prices in accordance with contract terms. APS will place their orders directly with the contractor and will be responsible for placing purchase orders with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

b) Any subsequent contract will be construed to be in accordance with and governed by the laws applicable to APS.

c) APS shall execute its own contract with the contractor in accordance with its purchasing regulations. For information on specific contractual requirements, contact the APS purchasing office at 703-228-6127

d) APS shall be named as additional insured in the general liability insurance required to be provided by the contractor.

21
297-101W
e) Locations of APS service areas are subject to change throughout the contract term.

f) Invoice all locations to Arlington Public Schools Plant Operations office located at 2770 S. Taylor Street, Arlington VA 22206.

g) APS point of contact is Mr. Arthur Bell (703) 228-6623.

SUMMER SCHOOL CLOSINGS

The majority of schools are closed for the summer except for those schools scheduled for summer school or administrative buildings and centers used year round. The summer schedule begins in mid-June and ends in late August of each year. During this time all schools closed for the summer will require only once-a-week pick-up. Administrative buildings and centers will remain on their regular schedule during the summer. Listed below are APS facilities that will remain on the regular schedule over the summer months:

<table>
<thead>
<tr>
<th>Education Center</th>
<th>1426 N. Quincy Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Career Center</td>
<td>816 S. Walter Reed Drive</td>
</tr>
<tr>
<td>Gunston</td>
<td>2700 S. Lang Street</td>
</tr>
<tr>
<td>Jefferson Middle School Facilities</td>
<td>125 S. Old Glebe Road</td>
</tr>
<tr>
<td>Clarendon Education Center</td>
<td>2801 N. Clarendon Blvd</td>
</tr>
<tr>
<td>Campbell Elementary School</td>
<td>6770 S. Carlin Springs Drive</td>
</tr>
<tr>
<td>Barcroft Elementary School</td>
<td>625 S. Wakefield Street</td>
</tr>
</tbody>
</table>