NOTICE OF RENEWAL OF CONTRACT

TO: KMG HAULING, INC.
   PO BOX 650821
   POTOMAC FALLS, VA 20165

DATE ISSUED: SEPTEMBER 13, 2012
CONTRACT NO: 382-10LW
CONTRACT TITLE: REFUSE COLLECTION - RESIDENTIAL (2)

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective OCTOBER 1, 2012 and expires on SEPTEMBER 30, 2013.

This is the FINAL year of SEVEN year contract.

The contract documents consist of the terms, conditions and specifications of Invitation to Bid No. 312-06LW and the bid of the Contractor.

CONTRACT PRICING:
1. THE WEEKLY HOUSEHOLD COST IS $1.35
2) PRICING FOR THIS EXTENSION OPTION BASED ON JUNE 2011 CPI-U OF 1.7%

ATTACHMENT:
SPECIFICATIONS EXCERPT

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

VENDOR CONTACT: HUGO GARCIA
TELEPHONE NO.: 703-961-1100
EMAIL ADDRESS: HUGO@KMGHAULING.COM

VENDOR PAYMENT TERMS: NET 30 DAYS

TAX IDENTIFICATION NUMBER (EIN/SSN): 54-2037107

COUNTY CONTACT: MICHAEL CLEM
TELEPHONE NO.: 703-228-6491
EMAIL ADDRESS: MCLEM@ARLINGTONVA.US

CONTRACT AUTHORIZATION

ELIZABETH B. DOOLEY, CFO/CP A
ASSISTANT PURCHASING AGENT

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2

Date 9/13/12
SPECIFICATION EXCERPT
CONTRACT 312-06LM

General Data

Arlington County, Virginia intends to contract for the services of a qualified refuse collection services contractor ("Contractor"), to provide collection of refuse from various residential properties in specified areas and to dispose of collected refuse at the Covanta Energy of Alexandria/Arlington, Inc., Waste to Energy Facility. These residential properties (included in the number shown below) shall include all buildings with one and two-family dwelling units, together with a limited number of townhouse projects specified by the County, non-profit organizations, and other properties eligible for County refuse collection under the County's Refuse Code.

Service to the five sub-areas shall commence on Monday, October 2, 2006. Route maps for all of these areas are available at the following website: http://www.arlingtonva.us/Departments/EnvironmentalServices/cpe/maps/MapsByTopic.aspx
On the drop down menu choose the Environment section. The maps are named Refuse Days and Refuse Routes. The routes are to be serviced on consecutive days, Monday through Friday, as identified by the first digit of the route identification number (1=Monday, 2=Tuesday, 3=Wednesday, 4=Thursday, 5=Friday).

Table 1, below, shows the projected number of households. Household totals are subject to change and the County assumes no liability if the number of households or average tonnage changes, except as defined in Section 7d.

Table 1

<table>
<thead>
<tr>
<th>DAY OF WEEK</th>
<th>MON</th>
<th>TUES</th>
<th>WEDS</th>
<th>THUR</th>
<th>FRI</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Households</td>
<td>2718</td>
<td>2990</td>
<td>3133</td>
<td>3037</td>
<td>3407</td>
<td>15285</td>
</tr>
</tbody>
</table>

The number of single-family and duplex households on these routes are relatively stable, but does change slightly each year. An annual audit shall be performed by the Contractor and County staff during the first quarter of each calendar year of the contract.

The Contractor shall collect the refuse in covered, watertight, non-leaking vehicles. Collection of refuse shall be made so as not to allow spilling of any refuse or liquids on private or public property. The Contractor shall comply with all laws and regulations of the State and County applying to collection and disposal of refuse. The Contractor shall obtain an Arlington Business Privilege License and the appropriate Refuse Collection Permits prior to the start of performance under this Contract.

This is a requirements contract. The number of sub-areas or services 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. Adjustments shall be based on current contract and prices.

The words "unit price" on the Bid Form of this Invitation to Bid indicates the offeror's price to provide refuse collection and transportation service for each residential unit (specified above) for one week. The County shall pay for disposal charges to Covanta Energy directly. The words "curb" and "curbside" shall be interpreted to include all "backdoor" (homes collected on premise because of citizens physical inability to transport cart to the curb), alley, and convenience (homes serviced on premise or alternate location because of their location) households serviced.

The Contractor shall pick up all items of refuse placed at the curb in accordance with the County's Refuse Ordinance, including refuse placed in the County's 64 and 96-gallon wheeled refuse carts which are provided to all residents in the Contractor served area. The Contractor shall also be responsible for special collection services of miscellaneous (bulky collections), bundled brush collection (tied bundles of brush up to 4 feet in length and eighteen inches in diameter) and for providing service to the approximately 105 backdoor and approximately 40 convenience refuse collection sites located at specified households located within their service area. The Contractor shall not be responsible for special pickup services for appliances/metal or unbundled brush. These services are provided upon request by the customer using County crews and boom trucks.

The Contractor shall be responsible for the collection of household items that are too bulky to be bagged, bundled, or put in refuse containers or carts (i.e. furniture, construction debris from small home repairs. The contractor is not responsible for items outside refuse cart weighing more than 50 pounds; building materials such as brick, masonry, block, rock, sod, earth, or sand, but shall notify the County of those households placing such items at the curb for collection. The miscellaneous collection program is further described in the Arlington Resident's Guide to Solid Waste Services. This guide is available at the County's website at http://www.arlingtonva.us/Departments/EnvironmentalServices/swd/EnvironmentalServicesSolidWasteMain.aspx or may be inspected at the Purchasing Office.

All permits necessary for refuse disposal are the responsibility of the Contractor.

Prior to award, Arlington County will compare its costs of service delivery to those of the lowest responsive and responsible bidder. After such comparison, the County may reject all bids received if it determines that it is in its best interests to service the affected routes with County forces and County equipment.
2. **Contract Period**

Contract services as specified shall begin on Monday, October 2, and run through September 30. This contract shall be binding and continue for four consecutive years ending on September 30, 2010, with three additional one-year renewal options. Notwithstanding anything to the contrary in this specification, after completion of the fourth contract year, either party may cancel the Contract upon written notice to the other submitted before the 180th day prior to the contract anniversary date. Such cancellation will be effective on the contract anniversary date.

3. **Disposal Location**

All refuse collected by the Contractor in fulfillment of this Contract shall be disposed of at the Covanta Energy of Alexandria/Arlington, Inc., Waste to Energy Facility located at 5301 Eisenhower Avenue, Alexandria, Virginia, 22304. If the disposal location changes during the contract term the contract unit price shall be subject to negotiation between the County and the Contractor. If negotiations fail at that time, the Contract shall be subject to cancellation by either party upon 180 days written notice. In the event that disposal at the Alexandria/Arlington Waste to Energy Facility is interrupted, the Contractor will dispose of the refuse at either the Fairfax Waste to Energy Facility in Lorton Virginia, the I-66 Fairfax transfer station, or at another site designated by the Solid Waste Bureau Chief or the County Contract Manager.

4. **Separate Payments for Disposal and Collection**

The Contractor shall maintain an account in good standing with the Covanta Energy of Alexandria/Arlington, Inc., Waste to Energy Facility (Covanta Energy) for the disposal of refuse. All refuse disposed of shall be billed to the Contractor by Covanta Energy. This account shall be restricted to refuse collected from County routes under this contract and subsequently brought to Covanta Energy. The Contractor shall not commingle refuse from other accounts or customers with refuse collected from County contract routes. The County Contract Manager or his designee will conduct random inspections of the trucks or the refuse collected to insure that all waste originated on the contract routes. If waste in any one-truck load is found to have originated from another source, the disposal cost for the entire load will become the responsibility of the contractor.

No later than the tenth day after receipt of a Covanta Energy invoice for the prior month, the Contractor shall submit to the County Contract Manager:

- A refuse disposal report identifying the vehicle numbers, route numbers, daily and total tonnage amounts for the month per route, and the charges billed to the Contractor by Covanta Energy for disposal of refuse collected from County routes (Report).
• The original Covanta Energy invoice.

• Copies of weight tickets issued by Covanta Energy supporting the charges and written certification by the Contractor that the invoiced amounts represent only those amounts covering disposal of refuse collected from County contract routes, and a separate invoice identifying the number of households from which trash was collected for the prior month and the total charge due to the Contractor for refuse collection only.

• A correct invoice for Contractor's monthly collection services.

The Contractor shall not charge an administrative or other surcharge to the County for preparation of the Report. The County reserves the right to randomly inspect Contractor vehicle contents and verify weight tickets at the Waste to Energy facility to confirm tonnage amounts.

The County Contract Manager will, upon acceptance of a correct Report and invoice, submit payment requests to the Department of Management and Finance within thirty (30) days of receipt of the invoice and Report. Payment will be made out to the Contractor for the collection amount for the referenced month and a second Payment will be made out to Covanta Energy for the approved disposal amount. Within thirty (30) calendar days of receipt from the County Contract Manager, the County Department of Management and Finance will issue a check to Covanta Energy for the amount approved by the County Contract Manager.

A blanket purchase order will be issued by the County for each fiscal year or portion thereof, as applicable, stating the number of households to be serviced by the Contractor, a unit price, the period covered, and the total estimated cost for the period covered. The County's records for the total number of units serviced will prevail for all payments.

5. Adjustment of Contract Price

a. Adjustment for CPI-U: The Contract unit price will remain firm for the first ten months of the Contract Term. The unit price for ensuing Contract years shall be calculated in the manner described below. Increases in the cost per household for ensuing years will be calculated based on the maximum of the change of the CPI-U multiplied by the estimated variable collection costs (fuel, vehicle maintenance, crew labor and benefits, accident costs, and taxes) and added to the fixed costs. Fixed costs are assumed to not change annually and therefore will not be adjusted annually. Variable costs shall be estimated at 63% of the current household fee and fixed costs shall be estimated at 37% of the current household fee. The CPI-U used in this calculation is the percentage of movement of the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, and Urban Areas for the twelve-month period ending in June of each contract year. The
calculation for the new annual per household cost will be derived as follows: 
\[(.37 \times \text{per existing household cost}) + (.63 \times \text{existing household cost} \times \text{CPI-U})\] = the new annual per household cost. Calculations will be rounded to the nearest tenth of a cent. The Contract unit price changed as a result of the above shall become effective on the anniversary date of the Contract, October 1st, and shall be binding on the Contractor for the ensuing Contract year.

b. Motor Fuel Adjustment Formula: The County acknowledges that motor fuel prices may fluctuate significantly over the period of the contract. Therefore, a special fuel adjustment formula will be applied to adjust prices on a monthly basis. This adjustment will only apply to 12% of the monthly invoice amount. Adjustments will be in addition to the CPI-U adjustment described above, and must be calculated by the Contractor. The Contractor must submit all supporting documentation with the submission of the monthly invoice. If the contractor fails to provide a written request including documentation within 60 days of the close of the month, then no fuel adjustment factor will be considered.

1. Any increase or decrease will be calculated monthly based on the CPI-U for Motor Fuels for the Washington-Baltimore, DC-MD-VA-WV area. The first month of the resulting contract period will be used as the base period. The fuel adjustment amount is not to be compounded monthly but set back to the original percentage allotted to motor fuel costs.

2. A sample on how to calculate fuel adjustments is illustrated below: Where August 2005 was the current month being invoiced, July 2005 was the month in which bids were submitted, the invoice amount is $25,000, and, the Escalation Percentage allotted to motor fuel costs is 12.00%.

Sample Calculation:

If the CPI for August 2005 is 310.3
Subtract base CPI (July 2005) 192.1
Equals index point change 18.2

Then divide by base CPI
\[(18.2/192.1)\] = 0.0947
Multiply result (.0947) by 100 = 9.474
Equals percent change allowed 9.474

Multiply invoice amount $25,000
X Pricing Percentage allotted to motor fuel costs 12.00%
Equals the amount subject to the Fuel surcharge $3000

Multiply amount subject to the
Fuel surcharge $3000
X the percent change allowed 9.474%
(From CPI calculation) $284.22
Equals Total Invoice Amount $284.22

Add Current Invoice fuel surcharge amount $284.22
Invoice amount $25,000
Equals total adjusted Invoice Amount $25,284.22

3. If the Bureau of Labor Statistics (BLS) revises or changes their index base for the CPI cited, then adjustments will be made accordingly and a contract amendment issued to clarify the change. For example, for this CPI index the BLS uses 1997 as a base year. The BLS revises this base approximately every ten years.

4. The Contractor is required to submit all CPI documentation with invoices monthly. If the Contractor fails to submit required documentation, then no fuel adjustment factor will be considered.

5. If the cited CPI Index indicates that fuel prices have decreased, the County will accordingly decrease the invoiced amount received from the Contractor.

6. Inspection

All services to be performed under this Contract shall be subject to inspection and approval by the Solid Waste Bureau Chief or the County Contract Manager. The Contractor shall routinely monitor its employees' performance for compliance with contract requirements.

The Contractor shall at all times enforce strict discipline and good order among the workers performing under the contract, and shall not employ any person not reasonably proficient in the work assigned.

7. Collection Routes and Procedures

a. Properties to be served: The Contractor shall collect and haul to the designated disposal site, refuse originating from all residential properties of one and two-family dwelling units now standing or which are subsequently erected within each of the collection sub-areas, and eligible non-profit organizations and as delineated on Figure 1. In addition, townhouse projects and other properties eligible under the County’s Refuse Code designated by the County shall also be served.

b. Properties not to be served: The Contractor will not be responsible for collecting from:

1) Buildings with more than two dwelling units, except townhouses specified by the County.
2) Commercial, industrial, institutional and State or County-owned properties.

3) Establishments on Federal property.

4) Facilities or establishments not identified by the County.

c. Collection Routes: The Contractor's collection vehicles shall travel on arterial streets except for collection purposes. All collection routes may be adjusted at the County's discretion. Changes to collection routes must be made by written request to include map(s) and justification supporting request. Any and all route changes, as are all contractor requested changes under this contract, are subject to approval by the County.

d. Approximate Number of Dwelling Units to be served: The County assumes no liability for future changes in the number of households in any of the contract sub-areas. The County will pay the Contractor based upon actual annual billing records for each sub-area as of the beginning of each contract year. Contractor and County staff, to confirm number of households served and invoiced to the County, will jointly perform annual audits.

e. Handling of Refuse Containers: Rigid containers including metal, and plastic, whether provided by the county or privately owned, shall be carefully handled by the Contractor and shall be thoroughly emptied and returned to the location where they are found, standing upright, with the cover/lid closed.

f. 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 the performance under this Contract. The Contractor shall replace or restore to its original condition any property damaged by the Contractor at no cost to the County. If the Contractor fails to repair, restore or replace such damaged property within (15) fifteen days of receipt of notice from the County, the County shall deduct an amount equal to the cost of replacement, restoration or repair of the property from the next payment due to the Contractor from the County. Such deductions, once made, will not be returned or reimbursed to the Contractor. In the event that there is a dispute over who is responsible for damages, the County shall determine responsibility.

g. Collection Schedule:
1. Refuse shall be collected from each sub-area on the designated day once per week throughout the year. No collection will be made on Christmas Day or New Year's Day, but those days must be made up before or after the holidays on the schedule provided by the County for refuse collection service. The County reserves the right to change or modify its holiday collection schedule.
doing so, shall give the contractor at least 30-days advance notice.

2. Daily collection shall start after 7:00 A.M. and continue until all scheduled collections are completed. Collections should be completed by 5:00 P.M. except when the County's collection schedule is modified by the Solid Waste Bureau Chief or the County Contract Manager. The Contractor shall not vary from the regular schedule without approval from the County Contract Manager. Repeated instances of the Contractor's failure to complete the work by 5:00 P.M. may cause the County to terminate the contract. Such termination will be at the sole discretion of the County. Within 30 days of work under this contract the Contractor shall provide the County with detailed route maps showing start and finish points for each daily route.

3. Within 30 days of work under this contract the contractor shall provide start and finish points for each daily route.

4. In any circumstance where collection services may continue after 5:00 P.M., the Contractor must notify the County Contract Manager no later than 4:00 P.M. about the cause of the delay and the estimated completion time. All collection must be discontinued by 9:00 P.M. unless expressly approved by the Solid Waste Bureau Chief or the County Contract Manager in advance.

h. Interruption of Service:

1. The Contractor shall notify the County Contract Manager within one hour of occurrence of any significant event as it occurs that may impact or cause delay completing collections for the day. Significant events include, but are not limited to, street repair/closures, injuries to collection staff, changes in personnel, damage to personal property, personal injury accidents, equipment failures, or weather-related delays, and anything else that causes delay.

2. The Contractor shall not interrupt the regular schedule and quality of service due to street repairs or closures. If the Contractor is unable to provide scheduled refuse collection service due to street repairs or closures, the Contractor shall notify the County Contract Manager and make arrangements to collect the refuse within twenty-four hours of the street reopening.

3. In case of snow storms or other severe inclement weather, the collection of refuse may be temporarily suspended only with the prior verbal approval of the Solid Waste Bureau Chief or the County Contract Manager. When refuse collection has been suspended due to inclement weather, the Contractor shall coordinate with the Solid Waste Bureau Chief or the County Contract Manager to determine when any missed collection will be made up.
In case of heavy snow storms, other severe inclement weather, or disaster, where the Solid Waste Bureau Chief or the County Contract Manager has cancelled services the County will pay the estimated fixed costs for contract services not performed as a result of suspended collections. The estimated fixed costs will be calculated at 37% of the contract price (as was noted in the above section titled “Adjustment of Contract Price”). The County will not pay the variable cost (salaries, wages, etc.) component for contract services not performed as a result of suspended collections.

4. When route collection is interrupted to transport full loads to the disposal site, the crew shall be instructed to restart the collection of each route at the point where service was stopped.

Supervision:
The Contractor shall provide full-time field supervision by a qualified supervisor as part of the Contract. The supervisor shall not be responsible for work performed by the Contractor outside of this Contract and shall be in the county on the route(s) during the performance of the contract. A Contractor currently providing residential collection service to the Solid Waste Division may assign the same supervisor to more than one collection contract; however, the supervisor shall supervise no more than 15 persons.

The supervisor shall not be permanently assigned to a regular collection vehicle used to perform this contract although, the supervisor may act as a substitute driver in place of regularly assigned drivers who are absent from duty due to illness or vacation. The supervisor shall act as a substitute driver no more than 4 days per month nor more than 1 day in any week.

The supervisor shall be available by radio and cellular telephone continuously and have the ability to respond to inquiries and complaints within one hour of notification. The supervisor will be responsible for monitoring work performed by the Contractor on the routes assigned, correcting service complaints, instructing employees on performance issues, and ensuring compliance with the provisions of this Contract and the County Code. The supervisor shall notify the Solid Waste Bureau Customer Service Office on a daily basis by phone or radio when collection has started and completed each day.

1. When the designated supervisor is not available to conduct services required by this contract for any reason the contractor shall, within one (1) hour, notify the County Contract Manager of the replacement supervisor on the Daily Driver/Crew report, and by telephone, or two-way radio.

2. The Contractor shall provide the supervisor or temporary
replacement a two-way radio tuned to the county’s refuse collection band, a mobile phone and, the backdoor/convenience/alley lists and any other equipment necessary to perform under this contract.

j. **Improper Refuse Preparation:** The County has developed an information notice (cart hanger) explaining the County’s refuse preparation requirements. The County will provide necessary supplies of the notices to the Contractor. The use of notices by the contractor is mandatory when improperly prepared material or items not eligible for collection are left uncollected. The notices will be properly completed and placed on the citizen's refuse container whose refuse or refuse preparation practices appear to be in violation of Arlington County Code. The Contractor shall promptly notify the customer service center (#902) of material left uncollected and the reason it was not collected. The contractor will also document locations and types of material not collected in a daily log which will be available to the County Contract Manager or his designee.

k. **Public Education:** The Contractor will distribute County provided informational brochures twice per year, normally in the spring and fall to each residential refuse customer in their specified sub-areas. These brochures describe seasonal yard waste and waste reduction programs in the County. The brochures shall be left under the lid of each emptied refuse cart or affixed to the refuse cart or container in some other similar manner.

l. **Notification:** Any notice or report, desired or necessary hereunder, shall be submitted as prescribed in Section 10. Reports, below. Written notices may be submitted by facsimile transmission or direct delivery.

8. **Equipment**

a. **General:** The regular weekly collection of residential refuse shall be made in collection vehicles which are in compliance with Federal, Commonwealth of Virginia, and Arlington County laws and regulations. In assigning vehicles to be used under this contract, the Contractor shall not use vehicles greater than seven (7) years of age. If the age of a vehicle exceeds seven (7) years at any time during the Contract Term, the Contractor shall replace older vehicles with newer vehicles as required to meet this requirement.

The Contractor shall maintain and operate a sufficient number of clean and serviceable vehicles needed to perform the required collection service on each collection day. Sufficient spare collection vehicles and repair parts shall be maintained by the Contractor to replace any vehicles out of service. The County shall have the right to inspect equipment, maintenance, and any business records related to the performance of this Contract at all reasonable times and to require the Contractor to bring the equipment into
compliance with the specifications of this Contract.

All collection vehicles used in the collection under this contract shall be maintained in a clean and sanitary condition and be painted the same color. The Contractor shall affix or paint his logo and/or telephone number on the cab of the collection vehicles. The County shall have the option to perform a complete inspection of the general mechanical safety condition of all vehicles at reasonable times during the term of the Contract; however, these conditions are the sole responsibility of the Contractor.

d. Communication: Vehicles of supervisory personnel of the Contractor shall be equipped with two-way portable radios or the supervisor must be provided a hand-held two way radio. These radios shall operate on the County’s frequency to allow for immediate communication between the County Customer Service Office (#902), contract supervisor and, supervisory personnel of the contractor regarding service calls and other difficulties encountered on the routes. In addition, the Contractor supervisor shall be accessible via pager or cellular phone while performing duties under this contract. The cost of purchasing, installation and maintenance of communication equipment described above shall be the responsibility of the Contractor. Information pertaining to the County’s two-way radio system may be obtained by contacting Wireless Communication, Inc., Arlington Service Center, located at 4066 S. Four Mile Run Drive. The telephone number is (703) 671-9300.

c. Semi-Automated Collection Hydraulic Lift Mechanisms: The collection crews shall use and the Contractor shall equip each refuse collection vehicle with two hydraulic lift mechanisms compatible with the County’s refuse Carts. These lift devices shall be approved by the County. The cost of the lift mechanisms, including purchase, installation, and maintenance will be borne by the Contractor. The Contractor shall be responsible for proper use of the lifts and shall be responsible for any damage to the refuse Carts as a result of improper use.

9. Collection Employees

a. Employee Behavior: All persons employed by the Contractor shall be competent, skilled and qualified in the performance of work to which they are assigned. The Contractor’s drivers shall operate their vehicles according to all applicable traffic laws. The Contractor shall direct its employees never to use profane language and to avoid loud language at all times during performance of their duties. Employees shall not play music and /or two-way radios at a volume high enough to create a public nuisance. Employees shall maintain a courteous and respectful attitude toward the public at all times. At no time shall there be any soliciting, requesting or accepting of gratuities of any type or amount from any source relating to contractor’s employees performance under this
of the Contractor's personnel from work assignments.

Annually and upon request the Contractor shall provide to
the County a copy of the Contractor's written safety
policies and safety procedures applicable to the project.
Failure to provide this information within seven (7) days
of the County's request may result in cancellation of the
award. Contractor shall resubmit upon change or amendment
to the policies and procedures.

10. Reports

a. Daily Driver/Crew Report: Prior to the start of each
collection day the contractor shall deliver, fax, or e-mail
a daily report indicating the date, day of the week, name
of the Contractor supervisor, driver assignments by route
including the name of each driver, collection crew member,
and vehicle number. At the end of the day, or no later
than the start of the next collection day, the Contractor
shall provide start and finish times for each collection
crew. The County Contract Manager shall provide the
Contractor with a form to be used for the daily report.

b. Improper Refuse Preparation: As required in Section 7.j.,
the contractor will document and report locations and types
of material not collected in a daily log. The log will be
available to the County Contract Manager or his designee.
A daily report will be submitted to the contract manager
the day following sub-area collection activity.

c. Complaint Notification: As required in Section 11.j.,
complaints submitted to the contractor must be reviewed and
a remedy provided indicating what action is to be taken by
the contractor to address the complaint. The complaint
form, with remedy, must then be returned either by fax at
(703) 228-6493 or delivered to the Solid Waste Bureau
office at 4300 25th St., S.

d. Safety: As required in Section 9.d. Annually, Contractor
shall submit written safety policies and safety procedures
applicable to the project. Contractor shall resubmit upon
change or amendment to the policies and procedures.

11. Failure to Perform

a. Dwelling Units Missed on Weekly Collection: In the event
that dwelling units are missed during the daily collection
of a route, the Contractor shall collect the missed refuse
the same day if the Contractor is notified by 2:15 p.m. of
that business day. Otherwise, the contractor shall
collect the refuse from the missed unit(s) within twenty-
four hours (one business day) after the contractor is
called or otherwise notified that the collection was
missed. If the Contractor collects from the missed unit(s)
as described above after notification, such a "miss" will
not be subject to the remedy described in subparagraph
11.b, below. The contractor is not responsible for missed
refuse that is called in after the second business day
contract. The County reserves the unilateral right to require immediate removal from contract participation any contractor employee not meeting these standards or others comprised of generally accepted standards of professional behavior.

b. Sufficiency of work force and training of employees: A sufficient number of fully qualified employees shall be maintained to perform all required services. These employees shall be thoroughly instructed by their supervisors prior to performing any work under the Contract as to required duties and standards of performance. All new employees involved in the performance of the contract shall receive adequate training before their starting date of service under this Contract on the specific routes to which they will be assigned. The new employee training shall involve route layouts previously established and approved, backdoor and convenience collection locations, and County collection and employee standards.

c. Uniforms: The Contractor shall furnish each person involved in on-route performance of the contract with a uniform, approved in advance by the County, identifying the person as an employee of the Contractor. The uniform need not be a complete set of clothing but shall be sufficient to insure easy identification in all types of weather. Employees of the Contractor shall wear such uniforms at all times while on duty.

Collection employees shall wear reflective safety vests or clothing at all times while operating collection vehicles in Arlington County. Such vests or clothing shall meet all Federal safety standards.

d. Safety: The Contractor shall comply with and ensure that the Contractor's personnel and subcontracted personnel assigned to the project 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 Administration for General Industry. The Contractor shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified by the Contractor and subcontractor(s).

The Contractor shall identify to the County Contract Manager at least one Contractor staff member who is the Contractor's competent, qualified, or authorized person and is by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified or authorized person must be capable of identifying existing and predictable hazards in 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
following the collection day. (For example, a miss from a Monday route must be reported to the contractor by close of business Wednesday for the contractor to be responsible for collection).

b. County May Perform if Contractor Fails: If the Contractor fails to collect from the missed units or routes as described above in 11.a, the County may collect or cause the refuse to be collected. The Contractor’s monthly payment shall have twenty-five dollars ($25) deducted for each failure to collect from one unit.

c. Liquidated Damages: Collection points shall be left clean and free of spilled or blown debris, trash and other refuse after refuse is collected by the Contractor. Care shall be taken in the loading and transportation of refuse so that no refuse is scattered or spilled on private or public property. Any refuse so spilled shall be immediately picked up and removed by the Contractor. Each event of failure to pick up spilled refuse within one hour after spilling will result in the assessment of fifty dollars ($50) in liquidated damages against the Contractor. Each periodic payment shall be reduced by the amount of assessed liquidated damages.

d. Failure to Use Hydraulic Lift Mechanisms: Each event of observed failure to use the hydraulic lift by either citizens or County personnel shall result in the assessment of fifty dollars ($50) in liquidated damages against the Contractor. Each periodic payment shall be reduced by the amount of assessed liquidated damages.

e. Failure to Collect or Delays: If the Contractor fails to collect from or intentionally delays collection until the next service day of more than thirty (30) homes the County will charge the contractor a late collection fee of $2.00 per household. The contractor is still responsible to perform collection services for those households or they will be subject to the remedy described in subparagraph 11.b, above. This penalty will be collected by deducting such costs from the Contractor’s monthly payment.

f. Safety Equipment: Contractor employees performing collection duties shall wear the following safety equipment: gloves, steel toed boots, safety glasses, and safety vest. Each daily event of failure to wear the specified safety equipment by a contractor employee may result in an assessment of ten dollars ($10) in liquidated damages against the Contractor. Each periodic payment shall be reduced by the amount of assessed liquidated damages.

g. Containers and Collection: Contractor employees performing collection duties shall handle all metal and plastic trash cans and containers carefully, and shall thoroughly empty all containers and return them to the location where they were found, standing upright with the cover/lid closed. Any failure to completely empty containers or any placement
of containers that block driveways will be corrected by the contractor within one hour of notice. Each event of failure to completely empty a container within one hour of notice or any repeat blocking of a given driveway more than once will result in the assessment of twenty dollars ($20) in liquidated damages against the Contractor.

h. Supervisor Availability: From 7:00 A.M. to 3:00 P.M., the contractor's field supervisor shall be available by radio or cellular telephone to respond to inquiries and complaints within one hour of notification. After 3:00 P.M. the field supervisor shall contact the Solid Waste Bureau Customer Service Office before he/she leaves the County. Each occurrence of supervisory unavailability (the supervisor or an alternate) to respond to service issues will result in the assessment of twenty dollars ($20) in liquidated damages against the Contractor.

i. Solid Waste Survey: The Solid Waste Bureau regularly surveys its residential refuse collection customers concerning overall satisfaction with the County services. While many factors affect customer perceptions of service, the survey will be used as a performance standard that will play a key factor in the County's renewal decisions for the contract.

j. Complaint Notification: Solid Waste Bureau receives service related complaints from citizens. Complaints regarding refuse collection activity conducted under this contract will be submitted to the contractor via fax or placed in the contractor's mail box at the Solid Waste Bureau office. The contractor shall review each complaint and provide a remedy. The remedy will be written on the complaint form and either faxed or delivered back to the Solid Waste Bureau office. Failure to return the complaint notification including remedy within 5 business days may result in liquidated damages of $5.00 per instance.

k. Qualified Supervisor: In the event that the Contractor fails to meet the supervision standards described in Section 7(i) ("Supervision"), the County shall deduct liquidated damages in the amount of $200 for each day of violation.

l. Contract Cancellation: The regular assessments (3 or more consecutive months) of liquidated damages may be considered grounds for termination of the Contract.

12. Contractor's Office

The Contractor must provide the County Contract Manager with the address and telephone number of an office maintained 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 and responsible persons and shall be open during regular working days between 8:00 a.m. and 5:00 p.m. One telephone line shall be provided by the Contractor to be used primarily for communication between the Contractor and the
The County will serve any notice or complaint on the Contractor by delivery to the Contractor's local office, by telephone fax or by certified United States mail addressed to the Contractor at said office. The County Contract Manager shall be notified in writing by the Contractor of its response to correct said complaint or notice by the date specified.

13. **Cost to provide refuse truck with crew**

The County on occasion needs supplemental refuse trucks and crew support for special events and services, including responding to weekend neighborhood clean-ups and emergency situations. This bid includes an optional bid item for providing 1, 2, or 3 refuse trucks and three person crews for a minimum of 4 hours each truck and crew. The trucks and crews are required to meet the specifications cited above and the trucks are required to have a 26 cubic yard minimum capacity.

The County Contract Manager will typically provide a minimum of one week's notice for scheduling truck and crew support for special events. Notice for emergency responses for clean-ups and special collections for waste resulting from unusual events such as tropical storms and flooding will be provided as practical.

The Contractor shall provide an hourly rate for performing these services and should assume that such services will take place on weekends or outside regular collection.

14. **BEST VALUE CONTRACT**

This solicitation is issued under the "Best Value" concept, as it is defined in the Arlington County Purchasing Resolution. Under this concept, in determining "lowest responsible bidder", the County may consider, in addition to price, any of the following:

a. The ability, capacity, skill and financial resources of the bidder to perform the contract or provide the service required;

b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

c. Whether the bidder provides goods or services that are the best value for the County;

d. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

e. The quality of performance of previous contracts or services;

f. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

g. Whether the bidder is in arrears to the County on a debt or contract or is a defaulter on surety or whether the
bidder's taxes or assessments are delinquent;
h. Whether the bidder complies with Service Contract Wage
requirements set forth in the Special Conditions section
below.

15. BID SUBMISSION REQUIREMENTS

The Bid Form includes a Contractor Questionnaire form, which must
be completed and returned with the bid in duplicate. In addition
to the completed and properly executed Bid Form, Bidders shall
provide the following information with their bid as part of the
attached Questionnaire.

a. List of service vehicles by type, and age intended to be
used in servicing this contract. Include vehicle
identification (truck number).

b. At least five (5) references from commercial customers
including a local, state or federal government that
demonstrate your ability to provide the services covered by
this contract.

c. A list of employees intended to be assigned to work on
County property under this contract, including their name,
title, licenses, qualifications, and current hourly wage
rate. If any of these employees current hourly wage rate
is less than the current Service Contract Wage, include an
acknowledgement of your intent to comply with Service
Contract Wage requirements in this solicitation. Crew
members formerly removed from service by request of the
County Contract Manager shall not return to service under
this or other residential collection contracts.

d. List all training that your firm provides to these
employees.

e. Bidders who may be considered for award may be required to
provide to the County an independent certified public
accountant's audit of its finances and program operation
for the most recent fiscal year.

The audit shall include the findings of such audit in
whole, including the management letter or other ancillary
audit components. In instances where a management letter
was not prepared as an audit function, the Contractor must
so certify in writing to the County at the time the audit
report is submitted. All accounts of the Contractor are
subject to such audit, regardless whether the funds are
used exclusively for specific program activities or mingled
with funds for other agency activities.

16. AWARD

At the time of the bid opening a Bid Evaluation Form, enclosed in
a sealed envelope, will be made a public record. The Bid
Evaluation Form shall include criteria applicable to this
contract, weighed according to their value under this contract.
For each bid received, and for each criterion listed, County staff will assign a number of points reflecting, in their sole opinion, the degree by which the bid satisfies the criterion. The assigned number of points will then be multiplied by the weight assigned to that criterion. A sum of the resulting numbers will identify the bid which represents the best value under this solicitation.

Pricing that will be considered a factor in the Award will only include the Cost Per Household Per Week, no add-ons will be considered in the initial award and will only be considered if applicable.