NOTICE OF AWARD OF CONTRACT

TO: ALPINE SANITATION, LLC
PO BOX 288
ROUND HILL, VA 20142

DATE ISSUED: NOVEMBER 16, 2010
CURRENT REFERENCE NO: 436-10

CONTRACT TITLE: PRCR - RENTAL PORTABLE TOILETS

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 October 28, 2010. The contract term covered by this Notice of Award is effective DECEMBER 1, 2010 and expires on NOVEMBER 30, 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 No. 436-10 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 SEPTEMBER CPI-U.

ATTACHMENTS:

1) CONTRACTOR’S BID FORM
2) 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: RAY ALVEZTORRES
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 20-4762484
EMAIL ADDRESS: RAYA@ALPINESANITATION.COM

COUNTY CONTACT: HELENA GILBERT

VENDOR TEL. NO.: 703-996-0750
VENDOR FAX. NO.: 703-957-3189
COUNTY TEL. NO.: 703-228-7981

VENDOR DISTRIBUTION:

Vendor: 1
Bid Folder: 2

CONTRACT AUTHORIZATION

Pamela Hayes
Assistant Purchasing Agent

DATE: 11/16/10
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 436-10

BID FORM PAGE 1 OF 4

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

BIDS WILL BE OPENED AT 2:00 P.M., ON OCTOBER 26, 2010

FOR PROVIDING PORTABLE TOILETS & SINKS 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.arlingtonva.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.

A. PORTABLE TOILETS
   INDICATE DAILY, WEEKLY AND MONTHLY RENTAL CHARGES FOR ALL TYPES REQUIRED,
   INCLUDING SUPPLY CHARGES AND CLEANING CHARGES.

1. FIBERGLASS CONSTRUCTION UNITS
   (CLEAN 1X PER WEEK)
   a. $ 50.00 PER DAY
   b. $ 50.00 PER WEEK
   c. $ 63.00 PER MONTH

2. POLY GENERAL USE UNITS
   (CLEAN 1X PER WEEK)
   a. $ 50.00 PER DAY
   b. $ 50.00 PER WEEK
   c. $ 63.00 PER MONTH

3. POLY GENERAL USE UNITS
   (CLEAN 2X PER WEEK)
   a. $ 50.00 PER DAY
   b. $ 50.00 PER WEEK
   c. $ 118.00 PER MONTH

4. POLY HANDICAP UNITS
   (CLEAN 2X PER WEEK)
   a. $ 90.00 PER DAY
   b. $ 90.00 PER WEEK
   c. $ 140.00 PER MONTH

BIDDER’S NAME: ALTIMO SANITATION LLC
5. **POLY GENERAL USE UNITS** (CLEAN 3X PER WEEK)
   - $50.00 PER DAY
   - $75.00 PER WEEK
   - $150.00 PER MONTH

6. **POLY HANDICAP UNITS** (CLEAN 3X PER WEEK)
   - $90.00 PER DAY
   - $110.00 PER WEEK
   - $150.00 PER MONTH

7. **POLY GENERAL USE UNITS** - ONE-TIME SATURDAY ONLY $55.00 PER UNIT

8. **POLY HANDICAP UNITS** - ONE-TIME SATURDAY ONLY $90.00 PER UNIT

9. **CHARGE FOR ON-CALL CLEANING (INCLUDING DEODORIZING)** BEYOND THE NUMBER OF TIMES REQUIRED IN THE BASE RENTAL
   - $14.00 EACH TIME

10. **CHARGE FOR RE-SETTING TIPPED TOILET, INCLUDING CLEANING AND DEODORIZING**
    - $15.00 EACH TIME

11. **CHARGE FOR MOVING TOILET TO ANOTHER LOCATION, INCLUDING CLEANING & DEODORIZING**
    - $0.00 EACH TIME

**B. SINK STATIONS**

Indicate daily, weekly and monthly rental charges for all types required, including supply charges and cleaning charges.

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<tr>
<th>1. ONE CLEANING DAILY</th>
<th>2. TWO CLEANINGS DAILY</th>
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<td>a. $50.00 PER DAY</td>
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<td>b. $125.00 PER WEEK</td>
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<td>c. $300.00 PER MONTH</td>
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**TRADE SECRETS OR PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-110 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.

**BIDDER'S NAME:** **Alpine Portable Restrooms**
BID FORM PAGE 3 OF 4

Please mark one:

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

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

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-110 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 § 59.1-58.6 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: ____________________________ For Alpine Sanitation LLC

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):

Pay Alvarez Torres Alpine Sanitation LLC

PO Box 268 Rood Hill VA 20142
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: Ray Álvarez Torres, 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): Ray Álvarez Torres TITLE: President

E-MAIL ADDRESS: Ray.AAlvareztorres@AlpinSan.com

SUBMITTED BY: (LEGAL NAME OF FIRM) Alpine Sanitation L.L.C.

ADDRESS: PO Box 288

CITY/STATE/ZIP: Round Hill VA 20142

TELEPHONE NO: 703.996.0750

FACSIMILE NO.: 703.996.0750

E-MAIL ADDRESS: Ray.AAlvareztorres@AlpinSan.com

TAX ID NUMBER (EIN/SSN): 20-4762484

VA. CONTRACTOR LICENSE #: 5186018-0

THIS FIRM IS A: 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: 5186018-0

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? No

BIDDER STATUS: Minority Owned: Woman Owned: Neither: V
Solicitation # 436-10

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.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

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Vendor Name: Alpine Sanitation LLC
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 436-10

AMENDMENT NUMBER 1

Arlington County Invitation to Bid No. 436-10 (RENTAL OF PORTABLE TOILETS AND SINK STATIONS, INCLUDING SERVICE AND RELATED SUPPLIES, ON AN AS-NEEDED BASIS FOR UP TO A FIVE (5) YEAR PERIOD) is amended as follows:

1. On page 7, replace Item No. 26 METHOD OF AWARD with the following:

   26. **METHOD OF AWARD**
   The County will make the award for this solicitation to a single bidder based upon a pre-determined, sealed formula. This formula will be unsealed at the bid opening, and become a public record at that time.

2. On page 11, add to Item E. METHOD OF AWARD the following:

   The County will make the award for this solicitation based upon a pre-determined, sealed formula. This formula will be unsealed at the bid opening and become a public record at that time.

The balance of the specification remains unchanged.

Arlington County, Virginia

Mr. Ashley Barnes
Buyer
abarnes@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR PROPOSAL:

RECEIPT OF AMENDMENT NUMBER 1 IS ACKNOWLEDGED.

FIRM NAME: **ALPINE SANITATION LLC**

AUTHORIZED SIGNATURE: [Signature]

DATE: 10/27/10
SCOPE OF SERVICES

Arlington County will receive bids for rental and maintenance of portable toilets and sink stations for use by Arlington County agencies on an as-needed basis for a two (2) year period, with an option to extend the contract for up to three (3) additional one-year terms.

A. TYPICAL USING AGENCIES:

1. Department of Environmental Services
   a. Construction site type portable toilets
   b. Requirements: approximately one or two (1 or 2) units will be required throughout the year. They will be periodically placed at different locations dependent on the work in progress. Standard cleaning schedules apply.

2. Department of Parks, Recreation and Cultural Resources
   a. Contractor shall provide only new or completely refurbished, latest design toilets with skylight for the use by the general public at sports and recreation fields. Special twice-weekly cleaning schedule on Monday and Thursday shall apply. Activity may require additional cleaning as scheduled by using agency (on-call).
   b. Total estimated annual use: 46 standard units, 36 handicapped units.

B. EMERGENCY USE
   All County employees may utilize this contract in the event of an emergency.

   After Contract award, Contractor shall provide a contact person with an emergency number that is available twenty four (24) hours per day, seven (7) days per week.

C. PORTABLE TOILETS:
   Contractor shall provide portable toilets with hand sanitizing dispensers for daily, weekly and monthly rentals. Three (3) types of units shall be available.

1. Fiberglass construction type units
2. Poly general use units
3. Poly handicap units.
4. Service
   a. All units shall be pumped, cleaned, deodorized and stocked with two (2) rolls of toilet paper and hand sanitizer at each cleaning service. Regular service and supplies shall be included in the unit contract prices.
   b. Construction type units shall be serviced weekly.
c. General public and handicap units shall be serviced either weekly or two (2) times per week as determined by the Project Officer.

d. Weekly service shall be scheduled on Fridays and two (2) times per week service shall be scheduled on Mondays and Fridays. If a change to the cleaning schedule is necessary the Project Officer shall be notified in advance.

e. A service check-off/signoff sheet shall be located on each unit and used by servicing staff to indicate date and time of each servicing.

f. Units not serviced as scheduled will be deducted from the charge for an extra on-call cleaning for every service missed.

g. The Contractor will be responsible for the removal of all graffiti from the units, assuming all cost associated. If graffiti is not removable a new unit must be replaced within seventy-two (72) hours after being notified.

5. Supplies: Contractor shall provide all supplies (minimum two (2) rolls of toilet paper per week.) Facilities requiring cleaning two (2) times per week shall be restocked as required with toilet paper at each cleaning.

6. Permit: where required, the bidder shall include the cost of a toilet permit in the base rental for all portable toilets.

7. Delivery: move, pick-up and delivery of rented toilets must be provided within twenty-four (24) hours after notice. Notice can be written or verbal.

8. Emergencies: emergency responses to re-set tipped toilet or correct sanitary condition must be responded to within four (4) hours. The Contractor shall provide on the bid form a contact person within an emergency number that is available 24 hours, 7 days a week.

9. Billing: Contractor shall provide to the project officer a single invoice on a monthly basis which lists all units by location, set date, removal date, type of service and associated fees for each unit.

D. SINK STATIONS:
for daily or weekly rentals units shall be portable, self-contained and shall accommodate a minimum of two (2) users simultaneously.

1. Water delivery for hand washing may be provided by a hand pump, foot pump or battery operated motor.

2. Units shall not require 110 volt electricity to operate.

3. Liquid soap, paper hand towel dispensers and trash receptacle shall be built into the sink unit.

4. Minimum water storage capacity for unit shall be thirty five (35) gallons fresh water and thirty-five (35) gallon gray water.
5. Upon delivery, water tank shall be completely filled, soap and towel dispensers full and unit clean and in proper working condition. Soap and towels shall be provided for up to two hundred (200) users per unit.

6. Service: service for unit may be requested on a daily or weekly schedule. Unit shall be filled with water, soap and towels with each service, and shall be cleaned and checked to ensure unit is in proper working condition.

7. Billing: Contractor shall provide to the project officer a single invoice on a monthly basis which lists all units by location, set date, removal date, type of service and associated fees for each.

E. METHOD OF AWARD: The County will make the award for this solicitation to a single bidder.