



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

INVITATION TO BID NO. 23-DES-ITB-163

ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 11:00 A.M. EST ON THE 12TH DAY OF DECEMBER 2022.

**FOR THE PROVISION OF A
MATERIALS RECOVERY FACILITY THAT WILL PROCESS RECYCLABLES AND SELL COMMODITIES
DELIVERED FROM RESIDENTIAL SERVICES AND COUNTY FACILITIES**

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.

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

[Join Teams Meeting](#)

+1 347-973-6905 United States, New York City (Toll)
Conference ID: 814 000 887#

PREBID CONFERENCE

A virtual prebid conference will be held at **9:00 a.m., November 18, 2022** on Microsoft Teams to allow potential Bidders an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting, please click the following link [Join the Teams meeting](#), or join by dialing [+1 347-973-6905](#) and enter Conference ID 102 584 106#. ATTENDANCE AT THE PREBID CONFERENCE IS OPTIONAL. Minutes of the prebid conference will be recorded by the County and may be incorporated into the solicitation documents through an Addendum. Interested Bidders are, however, urged to attend.

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

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent
Rebecca Kirby
Procurement Officer
rkirby@arlingtonva.us

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I. INFORMATION FOR BIDDERS

1. QUESTIONS AND ADDENDA

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

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **ITB No. 23-DES-ITB-163**. Prior to the award of a contract resulting from this solicitation, Bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY NOVEMBER 28, 2022, AT 5:00 PM EST TO BE CONSIDERED FOR AN ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL BIDDERS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

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

2. INTEREST IN MORE THAN ONE BID AND COLLUSION

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

3. TRADE SECRETS OR PROPRIETARY INFORMATION

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

4. DEBARMENT STATUS

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

5. EQUIVALENT EXPERIENCE AND REFERENCES

If a Bidder is unable to meet the experience and/or reference requirements of this solicitation, the Bidder may submit a resume indicating the qualifying experience and references for previous work by the proposed project manager. The Project Manager's resume must include a description of the previous project(s) and contact information for the previous employer(s), the project owner(s) and a verifying reference, if different.

Arlington County may request additional information and will determine whether the project manager's experience is an acceptable substitute for all or part of the experience and/or reference requirements of the solicitation.

If a contract is awarded based on documents and information submitted pursuant to this section, the Bidder may not change the named project manager for the duration of the contract unless the County approves a substitute project manager with equivalent qualifications.

6. AUTHORITY TO TRANSACT BUSINESS

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

7. ARLINGTON COUNTY BUSINESS LICENSES

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

8. COVID-19 VACCINATION POLICY FOR CONTRACTORS

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

9. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

10. BID FORM SUBMISSION

The submitted Bid Form must be signed and fully executed. The Bid Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept bids after the close date and time. The County will not accept emailed or faxed bids.

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

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

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may request the bidder to withdraw or modify any such modifications or additions, if it does not affect quality, quantity, price, or delivery.

Bids and all documents uploaded/submitted to Arlington County by a Bidder become the property of the County upon receipt.

11. BIDDER CERTIFICATION

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

12. ERRORS IN EXTENSION

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

13. EXCEPTIONS AND NONCONFORMING TERMS AND CONDITIONS

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

14. DISCOUNTS

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

15. PURCHASE OF THE UNITED STATES OR COMMONWEALTH FLAG FOR PUBLIC USE

Whenever a purchase of a flag of the United States or a flag of the Commonwealth is made for public use, the Bidder shall ensure such flag shall be made in the United States from articles, materials, or supplies that are grown, produced, and manufactured in the United States, if available.

16. BIDDERS' RESPONSIBILITY TO INVESTIGATE

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

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

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

18. QUALIFICATION OF BIDDERS

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

19. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive.

20. BID WITHDRAWAL PRIOR TO BID OPENING

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

21. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or

material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give an electronic written notice to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

22. METHOD OF AWARD

The County will award the contract determined by the most responsible Bidder who can provide the highest value to the County based on the processing costs for unsorted recyclables from residential and county facilities and rebates received for selling commodities. Bidders must complete Attachment B, Pricing Sheet and Attachment C, Bid Calculation Sheet with processing costs and rebate percentages to be deemed responsive. No partial bids will be accepted.

23. INFORMALITIES

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

24. INSURANCE REQUIREMENTS

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

25. LIVING WAGE CONTRACT

If this solicitation and the resulting contract are subject to the Service Contract Wage (also called "Living Wage") provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of any contractor or subcontractor working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid an hourly wage no less than the Living Wage published on the County's website. By submitting a bid, the Bidder certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well. (Refer to draft Contract Terms and Conditions for further Living Wage details specific to this solicitation/contract.)

26. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post a Notice of Award or Intent to Award to [Vendor Registry](#).

27. EXPENSES INCURRED IN PREPARING BID

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

28. RIDER CLAUSE

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

A. Extension to Other Jurisdictions

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

B. Inclusion of Governmental & Nonprofit Participants

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

C. Contract Agreement

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

29. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

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

30. ELECTRONIC SIGNATURE

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

II. SCOPE OF SERVICES

1. PURPOSE

The purpose of this solicitation is to establish a contract for the processing and sale of recyclable materials collected in the County's various recycling programs. Collected recycled materials are generated from the residential curbside program, two drop off centers, county facilities, and Arlington Public Schools (APS) and delivered to the Contractor's site for processing.

2. BACKGROUND

Collection from single-family homes and county facilities, is done using the 'single stream' method in rear-loading and/or front-loading compaction trucks and collection from APS is done using the "single stream" method in rear-loading and/or front-loading compaction trucks.

Collection from the County's two drop off centers is done using roll off trucks.

Type of Material	Yearly Weight/Tons
Single Stream Mix	10,000 tons
Source Separated OCC	200 tons

3. RECEIVING RECYCLABLES

A. ACCEPTABLE MATERIAL

Recyclable material ('Recyclables') includes any combination of mixed paper, aluminum cans, foil, cardboard, magazines, bottles, and containers made of plastic (labeled numbers 1-7), glass, and metal, as well as various other types of recyclable items. Arlington County no longer accepts glass as part of its curbside collection program. However, some residents continue to dispose of glass in their curbside recycling cart. Glass is not considered contamination and is listed as an acceptable Material. The percentage of glass by weight delivered to the Contractor's facility is expected to be low. The County intends to collect and have recycled as many types of materials as is feasible given processing and market constraints.

The County's List of Acceptable Materials is provided in Attachment A, 'Recyclables'. At the start of the contract term the list of Recyclables will become the official list of 'Recyclables'. Thereafter, materials can be added to the list by mutual agreement of the Contractor and the County. The County may remove materials from the list at its sole discretion with 30 days prior written notice to the Contractor. The Contractor may not remove any materials from the list without the prior written consent of the County.

B. RECEIVING DELIVERIES AND ESTIMATED QUANTITIES

The County expects to deliver recyclables Monday through Saturday (except for Thanksgiving Day, Christmas Day, and New Year's Day) to the Contractor's facility. Recyclables will be delivered loose and unsorted ('Single Stream Mix') from the residential curbside program or separated ('Source Separated Old Corrugated Containers' [OCC]) from the County's facilities and two drop off centers, including Arlington Public Schools (APS).

- i. The estimated quantities of Single Stream Mix Recyclables from the Residential Curbside Program per year is 10,000 tons.
- ii. The estimated quantity of Source Separated Recyclables from the County drop-off centers per year is 200 tons.

4. CONTRACTOR FACILITY REQUIREMENTS

A. FACILITY LOCATION

Contractor shall list by name and address all 'Receiving Sites' for the County's recyclables and designate the closest site to Arlington as 'primary'.

B. WEIGHT-TICKETS

The Contractor shall have certified weight scales at all receiving sites and each vehicle separately weighed to determine the payload. The Contractor shall supply the County (or designee) with a delivery ticket for each load received. Each delivery ticket must include the following information:

- Date and time of delivery
- Type of material being delivered
- Truck number
- Incoming truck weight (gross vehicle weight)
- Outgoing truck weight (tare weight)
- Weight of load for each material delivered
- Location of origination (Curbside, Recycling Drop-off, County facility, and APS)

C. UNLOADING

The Contractor shall allow the County or their respective designee to unload trucks within one-half hour of truck arrival at the facility. If trucks cannot unload within one-half hour of truck arrival, the Contractor shall provide notice in writing to the Project Officer within three (3) business days documenting the reason for the delay.

- i. 'Arrival' shall mean the time the delivery vehicle enters a queue for access to the scales or arrives at the scale, whichever is first. The County (or designee) will monitor the wait time if the Contractor does not have the means.
- ii. 'Unloading' shall mean the time it takes from the point of initially crossing the scales until exiting the facility.

D. HOURS OF OPERATION

Contractor's facility shall be available to accept material from the County (or designee) Monday through Friday, from 7:00 am to 5:00 pm, and a minimum of four hours on Saturday, which shall include all County and federal holidays except for Thanksgiving, Christmas, and New Year's Day.

E. INCLEMENT WEATHER

The Contractor must immediately notify the County in the event a heavy snowstorm or other inclement weather, which results in the closure of the Contractor's facility. Contractor shall call the County's Project Officer to provide such notification.

F. FAILURE TO PROCESS

If the primary receiving site(s) is closed for any reason (operational conditions, etc.) that prohibits the Contractor from processing the County's recyclables, the Contractor shall notify the Project Officer (or designee) in writing and subject to the County's consent, be solely responsible for procuring an equivalent facility capable of receiving and processing, at a minimum, the County's recyclables. The Contractor shall be responsible for hauling the recyclables to the alternate location and for any increased costs or fees associated with the use of an alternative facility.

G. SAFETY

The Contractor's receiving facility must be able to accommodate the discharge of materials safely and efficiently from the County's (or its designee's) rear load vehicles. The Contractor's receiving facility shall at all times meet federal, state, and local safety standards ('safety standards'). If the County deems at any time that the Contractor's facility is unsafe, the Contractor will be notified immediately in writing of such condition.

H. REGULATORY COMPLIANCE

It is the responsibility of the successful bidder to monitor all applicable federal, state, and local rules and regulations to ensure that regulatory compliance is maintained at all times. The Contractor shall maintain all permits and licenses necessary to operate the materials recovery facility utilized during the term of the contract. Copies of all environmental permits must be provided to the County within three days upon request by the County. If the Contractor receives any notice of violation or written warning letters from a regulatory agency, they shall notify the County's Project Officer verbally within 24 hours and in writing within five calendar days. A notice of violation, verbal or written, received by the Contractor or the facility, may be grounds to terminate the Contract.

5. PROCESSING AND DISPOSITION OF RECYCLABLES

A. CONTAMINATION

Contamination means materials included with the Recyclables that are not on the list of acceptable materials. There can be variability in contamination levels in a given load due to a variety of factors. If a delivered load contains five percent (5%) or more by weight of unacceptable materials than the baseline found in an average load (as referenced below in the 'Reporting' section) the load may be considered 'contaminated.'

If the Contractor identifies a load of recyclables delivered to the facility as 'contaminated,' the Contractor must take a digital photograph or video of the load in question and submit it to the County in writing. At a minimum, the photograph will note the date, time, and location from which the load originated. The County will have four (4) hours to make a determination on the load in question by either inspecting the load at the Contractor's facility or reviewing the documentation the Contractor submitted in writing to the County.

If both parties agree that a load is contaminated, the County has the option of removing the load at the County's cost within 24 hours or requesting the Contractor dispose of the load and charge the County the Contractor's actual cost of disposal, including transportation costs. If both parties agree on the status of the load without site inspection, the County will notify the Contractor in writing of the agreement as part of the permanent record.

If an agreement on the status of the load cannot be reached, the County's Project Officer may request immediate consideration of the issue by the Arlington County Manager or his designee, who will make the final determination.

7. DISPOSITION OF MATERIAL

A. RECYCLABLE MATERIAL

The recyclable material delivered to the Contractor shall be processed and sold as raw material to be made into new products or used in a productive capacity. Incineration for energy does not qualify as a 'productive use' of recyclable material under this contract. Use of recyclable materials for pyrolysis is only allowed with the County's consent. If requested, the Contractor shall provide, in writing, a description of the disposition of the recyclable materials including receipts of transactions for the materials sold. If the County, in its sole discretion, determines that it is not satisfied with the disposition of a particular recyclable material, the County will notify the Contractor in writing requesting that the Contractor find an alternative disposition for that recyclable material, within 60 days. If the Contractor fails to find an alternative market, then the County may discontinue delivery of material to the Contractor or terminate the contract.

If the Contractor, for reasons outside of their control, is unable to find a market for some of the recyclable material the Contractor shall submit a request for permission in writing to the county, prior to disposing the material as waste. The County shall bear no cost for such disposal.

B. RESIDUAL MATERIAL

The County understands that the Contractor is not capable of removing all recyclable material from the mixed material delivered to the Contractor, and that these residual materials will be disposed of as waste, for which there is no value after processing. The County shall bear no cost for the disposal of any residual material.

6. QUESTIONS AND CONCERNS

If either party notifies the other party in writing of an issue that needs to be discussed, both parties shall be available to meet within ten (10) business days from the notification to discuss the issue.

8. REPORTING AND INVOICING

A. All invoices and monthly reports are to be combined and submitted to the County. See example provided, Attachment D, Sample Invoice. Invoices and reports are to be submitted electronically Tina Barwick at: tbarwick@arlingtonva.us, by the 15th day of the following month along with payment. Reports shall include the ticket number for each load, the date of delivery, type of material delivered, location of origination, and weight of material delivered for each delivery from the first to the last day of each month. A sum of the weights for all deliveries from the County for each month shall be included with the report.

9. PAYMENT FOR MATERIALS

- A. Most of the material delivered to the Contractor under this contract is collected unsorted from the residential homes in Arlington. This material is collected as 'single stream' where all of the acceptable items are mixed together in the collection vehicle. An additional two hundred tons of source separated old, corrugated containers are collected separately from County drop-off locations. The Contractor's payment for this material shall be determined as follows:
- Within 30 days of the contract period, and every April thereafter the Contractor will perform a sort of the recyclable materials to establish a ratio of recyclable materials to be used for pricing purposes for the one (1) year period immediately following the sort. The County will deliver to the Contractor ten (10) truckloads of single stream material collected from the County's curbside residential routes and three (3) truckloads of source-separated OCC from the County's roll-off containers.

- The Contractor, with County representatives (up to 3 persons) present, shall sort the material into the primary commodities of mixed paper, cardboard, aluminum containers, foil, steel and bi-metal containers, glass, plastic containers (natural HDPE, colored HDPE, PET, mixed bulky rigid, and commingled #3-#7), and contamination.
 - Each sorted commodity shall be weighed, and a ratio calculated, specifying the percentage of each commodity, per ton. The established ratio will be used for a one (1) year period to calculate payment. If the list of acceptable materials changes, the County and Contractor, by mutual agreement, may amend the categories of sorted commodities.
 - For each year of the contract, the Contractor shall apply, monthly, the ratio of the total material delivered by the County and pay for each commodity according to the rates submitted on the Bid Form. The Contractor shall provide the County with two bills. The first bill will list the processing costs of the material delivered by the County. The second bill will provide the rebate for the materials delivered by the County.
- B. The County will not pay for the disposal of any residual material or a negative commodity value. The following indexes along with the percentages listed on the Bid Form shall be used to calculate monthly payment.
- *Mixed Paper:* Any paper fiber material that is not old, corrugated containers shall be considered mixed paper for calculation of payment. The unit price paid for each ton of mixed paper shall be determined as a percentage of the, RISI Pulp & Paper News or Transacted Paper Stock (low grades), #26 Northern and Southern Mixed BHK, US East as published in RISI on the 5th of each month in which the material is delivered to the Contractor. If the RISI lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the published price in RISI.
 - *Old Corrugated Containers:* Source separated; old, corrugated containers shall be priced separately. The unit price paid for each ton of old corrugated containers shall be determined as a percentage of the RISI Pulp & Paper News. Transacted Paper Stock Prices-Low Grades, price for # 11 OCC, Southeast Region, as published on the 5th of each month for the month in which the material is delivered to the Contractor. If the RISI lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the published price in RISI.
 - *Aluminum Containers:* The unit price paid for each pound of aluminum containers shall be determined as a percentage of the Recycling Markets, Commodity Pricing, Announced Recovered Materials Prices, New York Region, Metals, Aluminum Cans (Sorted and Baled) as posted electronically on the 15th day of the month in which the material is delivered to the Contractor. If Recycling Markets lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the posted price.
(See www.recyclingmarkets.net)
 - *Non-aluminum Metal Containers:* The unit price paid for each pound of steel/bi-metal containers shall be determined as a percentage of the Recycling Markets, Commodity Pricing, Announced Recovered Materials Prices, New York Region, Metals, Steel Cans (Sorted and Densified) as posted electronically on the 15th day of the month in which the material is delivered to the Contractor. If Recycling Markets lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the posted price. (See www.recyclingmarkets.net)

- *Natural HDPE:* Plastic materials shall be sorted as colored HDPE, natural HDPE, PET, mixed bulky rigid, or commingled #3-#7. The unit price paid for each pound of plastic containers shall be determined as a percentage of the Recycling Markets, Commodity Pricing, Announced Recovered Materials Prices, New York Region, Plastics, Natural HDPE (Baled) as posted electronically on the 15th day of the month in which the material is delivered to the Contractor. If Recycling Markets lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the posted price. (See www.recyclingmarkets.net)
- *Colored HDPE:* The unit price paid for each pound of plastic containers shall be determined as a percentage of the Recycling Markets, Commodity Pricing, Announced Recovered Materials Prices, New York Region, Plastics, Colored HDPE (Baled) as posted electronically on the 15th day of the month in which the material is delivered to the Contractor. If Recycling Markets list a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the posted price. (See www.recyclingmarkets.net)
- *PET Baled:* The unit price paid for each pound of plastic containers shall be determined as a percentage of the Recycling Markets, Commodity Pricing, Announced Recovered Materials Prices, New York Region, Plastics, PET (Baled) as posted electronically on the 15th day of the month in which the material is delivered to the Contractor. If Recycling Markets lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the posted price. (See www.recyclingmarkets.net)
- *Commingled #3-7:* The unit price paid for each pound of plastic containers shall be determined as a percentage of the Recycling Markets, Commodity Pricing, Announced Recovered Materials Prices, New York Region, Plastics, Commingled (#3-#7 and Baled) as posted electronically on the 15th day of the month in which the material is delivered to the Contractor. If Recycling Markets lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the posted price. (See www.recyclingmarkets.net)
- *Mixed Bulky Rigid:* The unit price paid for each pound of plastic containers shall be determined as a percentage of the Recycling Markets, Commodity Pricing, Announced Recovered Materials Prices, New York Region, Plastics, Mixed Bulky Rigid (Baled) as posted electronically on the 15th day of the month in which the material is delivered to the Contractor. If Recycling Markets lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the posted price. (See www.recyclingmarkets.net)
- *Glass Containers:* The unit price paid for each pound of glass containers shall be determined as a percentage of the Recycling Markets, Commodity Pricing, Announced Recovered Materials Prices, New York Region, Glass, and Flint as posted electronically on the 15th day of the month in which the material is delivered to the Contractor. If Recycling Markets lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the posted price. (See www.recyclingmarkets.net)
- Monthly payment or invoice shall be sent within fifteen days of the final day of the month in which the material is received. Payment shall be by check made out to The Arlington County Treasurer.

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

III. AGREEMENT AND CONTRACT TERMS AND CONDITIONS



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

SAMPLE AGREEMENT

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

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter
"Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 23-DES-ITB-163.

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

2. SCOPE OF WORK

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

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on _____, 20____ and must be completed within
five (5) years, no later than _____ 20 ____ ("Initial Contract Term"), subject to any modifications
provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may,

through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than three (3) additional 12-month periods, from _____, 20____ to _____, 20____ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until (_____) ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal, for processing costs only. The CPI-U adjustment shall be limited to fifty percent (50%) of each unit price.

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

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

6. PAYMENT TERMS

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

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

7. PAYMENT OF SUBCONTRACTORS

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

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

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

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

8. NO WAIVER OF RIGHTS

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

9. NON-APPROPRIATION

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

10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

11. COUNTY PURCHASE ORDER REQUIREMENT

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

12. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as described in the specifications. Transportation, handling and all related charges are included in the unit prices or discounts that the Contractor submitted with its bid.

13. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

14. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its see fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

15. DAMAGE TO PROPERTY

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

16. OSHA REQUIREMENTS

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

17. HAZARDOUS MATERIALS

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

18. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety

and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

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

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

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

19. COVID-19 VACCINATION POLICY FOR CONTRACTORS

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

20. FAILURE TO DELIVER

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

21. UNSATISFACTORY WORK

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

22. PROJECT STAFF

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

23. SUPERVISION BY CONTRACTOR

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

24. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

25. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

26. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every

subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

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

27. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

28. TERMINATION

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

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

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

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

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

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

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

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

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

29. INDEMNIFICATION

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

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

30. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

31. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

32. OWNERSHIP AND RETURN OF RECORDS

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

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

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

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

The provisions of this section will survive any termination or cancellation of this Contract.

33. CONFIDENTIAL INFORMATION

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

34. ETHICS IN PUBLIC CONTRACTING

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

35. COUNTY EMPLOYEES

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

36. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

37. AUTHORITY TO TRANSACT BUSINESS

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

38. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment

taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

39. ANTITRUST

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

40. REPORT STANDARDS

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

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

41. AUDIT

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

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

42. ASSIGNMENT

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

43. AMENDMENTS

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

44. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

45. DISPUTE RESOLUTION

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

46. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

47. ARBITRATION

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

48. NONEXCLUSIVITY OF REMEDIES

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

49. NO WAIVER

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

50. SEVERABILITY

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

51. NO WAIVER OF SOVEREIGN IMMUNITY

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

52. ATTORNEY'S FEES

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

53. HEADINGS

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

54. AMBIGUITIES

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

55. NOTICES

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

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

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

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

56. ARLINGTON COUNTY BUSINESS LICENSES

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

57. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

58. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

59. ADA COMPLIANCE

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

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

- A. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- B. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- C. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- D. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

60. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from

insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides.

- A. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer’s liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- B. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- C. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- D. Contractual Liability (Must be shown on Certificate) - \$1,000,000 CSL Bodily Injury, Property Damage, each occurrence, \$1,000,000 annual aggregate.
- E. Umbrella\Excess Liability - \$1,000,000 Bodily Injury, Property Damage, and Personal Injury.
- F. Miscellaneous E&O/Professional Liability - \$1,000,000 per occurrence/claim.
- G. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- H. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- I. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- J. Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

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

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

61. MATERIAL CHANGES

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

62. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

[CONTRACTOR'S COMPANY NAME]

AUTHORIZED

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

IV. FORMS AND ATTACHMENTS

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 23-DES-ITB-163

B I D F O R M

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

BIDS WILL BE OPENED AT 11:00 A.M. EST, ON DECEMBER 12, 2022

FOR PROVIDING MATERIALS RECOVERY FACILITY FOR RESIDENTIAL SERVICES AND COUNTY FACILITIES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

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

LEGAL NAME OF ENTITY: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME AND TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: () _____ E-MAIL: _____

THIS ENTITY IS
INCORPORATED IN: _____

THIS ENTITY IS A: (check the applicable option)	CORPORATION	<input type="checkbox"/>	LIMITED PARTNERSHIP	<input type="checkbox"/>
	GENERAL PARTNERSHIP	<input type="checkbox"/>	UNINCORPORATED ASSOCIATION	<input type="checkbox"/>
	LIMITED LIABILITY COMPANY	<input type="checkbox"/>	SOLE PROPRIETORSHIP	<input type="checkbox"/>

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE
COMMONWEALTH OF VIRGINIA? YES ☐ NO ☐

IDENTIFICATION NO. ISSUED TO
THE ENTITY BY THE SCC: _____

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

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

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS?

YES ☐ NO ☐

HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST THREE YEARS?

YES ☐ NO ☐

HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR SUSPENDED IN THE PAST THREE YEARS?

YES ☐ NO ☐

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE PAST TEN YEARS?

YES ☐ NO ☐

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS, TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS, ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION WAS THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY OTHER PENALTY IN THE AMOUNT OF \$5000 OR MORE?

YES ☐ NO ☐

IS YOUR FIRM PREQUALIFIED BY THE VIRGINIA DEPT. OF TRANSPORTATION?

YES ☐ NO ☐

BIDDER STATUS: MINORITY OWNED: ☐ WOMAN OWNED: ☐ NEITHER: ☐

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:
[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. **NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.**

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: _____ INITIAL: _____

ADDENDUM NO. 2 DATE: _____ INITIAL: _____

ADDENDUM NO. 3 DATE: _____ INITIAL: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

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

BIDDER NAME: _____

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

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

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

NAME:

ADDRESS:

E-MAIL:

REFERENCES

Bidders should provide two (2) references for similar services that have been provided by the Bidder within the past five (5) years. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

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

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

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

BIDDER NAME: _____

INSURANCE CHECKLIST

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

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

[SIGNATURES ON NEXT PAGE]

BID FORM, PAGE 8 OF 8

INSURANCE AGENT'S STATEMENT:

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

AGENCY NAME: _____

AUTH. SIGNATURE: _____

OFFEROR'S STATEMENT:

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

BIDDER NAME: _____

AUTH. SIGNATURE: _____

ATTACHMENT A

ACCEPTABLE MATERIALS

Paper Related (Fiber) Materials

1. Newspapers (with inserts)
2. Magazines and catalogs
3. Advertising mail
4. Cardboard and paperboard boxes (including all cereal boxes without the liners, frozen food packaging, etc.)
5. Corrugated cardboard
6. Colored paper
7. Cardstock
8. Paperback books)
9. Office paper (including typing, fax, copy and letterhead) and Envelopes
10. Brown paper bags (Kraft)
11. Telephone books
12. Non-metallic wrapping paper
13. Aseptic/gable-top milk, juice, and soup cartons

Non-Paper Materials

1. #1-#7 rigid plastic containers including bottles, jugs, wide-mouth tubs, clam shell containers, and trays (clean of food waste)
2. Mixed bulky rigid items (buckets, Tupperware containers, etc.).
3. Aluminum food & beverage containers
4. Steel/tin cans such as soup and vegetable cans
5. Aluminum foil & aluminum pie pans
6. Glass containers: jars and bottles