

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

NOTICE OF AWARD OF CONTRACT

TO: ROCK HARD EXCAVATING INC
1202 MONROE STREET
Herndon, VA 20170

DATE ISSUED: December 1, 2016

CONTRACT NO: 17-050-ITB-LW-4

CONTRACT TITLE: Snow Removal
Services

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective immediately and expires on 31-Oct-17

This contract may be renewed for four (4) additional one-year periods after the expiration date listed above.

The contract documents consist of the terms and conditions of Arlington County Agreement No 17-050-ITB-4, including any exhibits, attached or amendments thereto.

ATTACHMENTS:

1. AWARDED EQUIPMENT LIST
2. ARLINGTON COUNTY INVITATION TO BID NO. 17-050-ITB
3. CONTRACTOR'S BID

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Marie Shepard

TELEPHONE NO.: 703-304-9229

EMAIL ADDRESS: shepardkm@gmail.com

COUNTY CONTACT: Mark Gundersen

TELEPHONE NO.: (703) 228-3656

EMAIL ADDRESS: mgundersen@arlingtonva.us

CONTRACT AUTHORIZATION

DISTRIBUTION

Michael Bevis 12/1/16
Purchasing Agent Date

VENDOR: 1
BID FOLDER: 2

ARLINGTON COUNTY AGREEMENT 17-050-ITB-LW-4
AWARDED EQUIPMENT LIST

The following line items are awarded to ROCK HARD EXCAVATING INC under contract 17-050-ITB-LW-4

ITM NO	DESCRIPTION	Qty Awarded, EA	Hourly rate, USD	Hourly standby rate, USD	Moving Charge USD
10	Skid Steer & Brush/Plow w/ Operator	1	200.00	200.00	600.00
11	Rubber Tire loader w/ Bucket & Operator	2	325.00	325.00	800.00
13	Backhoe w/ Bucket & Operator	6	225.00	225.00	600.00
16	Small Dump Truck w/ V-Box, Plow & Operator	3	270.00	270.00	0
17	Tandem Dump Truck Driver w/ Operator	10	270.00	270.00	0
26	Supervisor	As Needed	150	150	n/a

Other equipment offered by the Bidder may be requested by the County for large snow events at the rates indicated on the bid form.

original

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 17-050-ITB-LW

BID FORM

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

BIDS WILL BE OPENED AT 2:00 P.M., ON SEPTEMBER 13th, 2016

FOR PROVIDING SNOW REMOVAL SERVICES ON AS-NEEDED BASIS AT VARIOUS LOCATIONS THROUGHOUT ARLINGTON COUNTY, VIRGINIA PER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION:

MINIMUM QUALIFICATION REQUIREMENTS:

Bidders shall have a minimum of two (2) cycles/ years of snow removal experience with either private and/or municipalities in order to be considered responsible. Bidders shall attach a reference sheet to show this experience.

EQUIPMENT INVENTORY SUBMISSION REQUIREMENTS:

On a separate sheet of paper, for each piece of equipment to be utilized under this contract the Contractor shall provide in a table form:

- A. year
- B. make
- C. model
- D. identification number
- E. capacity
- F. general description of equipment

Non-motorized equipment just needs a general description and the number of Operators that are available.

The table shall include any rental equipment, subcontracted equipment and or leased equipment.

Bidders shall offer the minimum stated requirement type and quantity of equipment for each line bid. Bidders may bid on more than one line item providing the Bidder can simultaneously provide all of the required equipment for each line item bid.

BIDDER NAME Rock Hard Excavating Inc.

PRICING

Type of Equipment/Operators Required Locations

Item to be Used	Roads/Bridges/ Sidewalks	Hauling & Snow Melter	Wastewater Treatment Plant	Facilities	Bus Stops, Shelters & Facilities	Trades Center	Trails & Parks	Hourly Rate Work	Hourly Rate Standby	Moving Charge	Notice Required to Mobilize to a County location (Hours)	# of Units Available
Equipment To be used												
1 Non Skilled Operator w/ Transportation	X			X	X	X	X	_____	_____			
2 Semi-Skilled Operator w/ Transportation	X			X	X	X	X	_____	_____			
3 Non Mechanized Hand Tool with Operator	X		X	X	X	X	X	\$50/hr	\$50/hr	Ø	2	8
4 Walk behind Power Brush with Operator	X		X	X	X	X	X	_____	_____			
5 Walk behind Snow Blower with Operator	X		X	X	X	X	X	_____	_____			
6 Utility Work Machine with Operator (plow)			X	X	X	X	X	_____	_____			

Continued on next page

BIDDER NAME Rock Hard Excavating Inc.

Invitation to Bid 17-050-ITB
 BID FORM PAGE 2

Type of Equipment/Operators Required Locations

Item to be Used	Type of Equipment/Operators Required Locations							Hourly Rate	Hourly Rate Standby	Moving Charge	Notice Required (Hours)	# of Units Available
	Roads/Bridges/ Hauling & Snow Melter	Wastewater Treatment Plant	Facilities	Bus Stops, Shelters & Facilities	Trades Center	Trails & Parks						
Equipment To be used (Continued)												
7 Utility Work Machine with Operator (brush)		X	X	X	X	X		_____				
8 Utility Work Machine with Operator w/ 50 gallon Liquid Anti-Icing/De-icing tank		X	X	X	X	X		_____				
9 Skid Steer w/bucket and Operator	X	X	X	X	X	X		\$200/hr	\$200/hr	\$600	2	6
10 Skid Steer w/plow or brush and Operator		X	X	X	X			\$200/hr	\$200/hr	\$600	2	1
11 Rubber Tire loader w/bucket and Operator	X	X	X	X	X	X		\$325/hr	\$325/hr	\$800	8	3
12 Rubber Tire Loader w/snow plow attachment and Operator	X	X	X					_____				

Continued on next page

BIDDER NAME Rock Hard Excavating Inc.

Type of Equipment/Operators Required Locations

Item to be Used	Roads/Bridges/ Hauling & Snow Melter	Wastewater Treatment	Facilities	Bus Stops, Shelters & Trades Center	Trails & Parks	Hourly Rate	Hourly Rate Standby	Moving Charge	Notice Required (Hours)	# of Units Available
Equipment To be used										
13 Backhoe w/bucket and Operator	X	X	X			\$225/hr	\$225/hr	\$600	2	6
14 Backhoe w/snow plow and Operator	X		X			_____				
15 Small Dump Truck (1 Ton) w/ V-Box and Plow w/ Operator	X		X	X	X X	\$270/hr	\$270/hr	∅	2	3
16. Small Dump Truck (1 Ton) w/ plow only with Operator	X		X	X	X X	\$270/hr	\$270/hr	∅	2	3
17 Small Dump Truck (1 Ton) w/ 200 gallon Liquid Anti-Icing/De-icing tank	X		X	X	X X	_____				
18 Medium Dump Truck w/plow only with Operator	X		X	X	X X	_____				
19 Medium Dump Truck w/ V-Box and Plow w/ Operator	X		X		X	_____				
20 Medium Dump Truck w/ 750 gallon Liquid Anti-Icing/De-icing tank	X		X			_____				
21 Tandem Dump Truck w/plow only with Operator	X		X	X	X X	_____				

Continued on next page

BIDDER NAME Rock Hard Excavating Inc.

Type of Equipment/Operators Required Locations

Item to be Used	Locations								Hourly Rate	Hourly Rate Standby	Moving Charge	Notice Required (Hours)	# of Units Available
	Roads/Bridges/Sidewalks	Hauling & Snow Melter	Wastewater Treatment Plant	Facilities	Bus Stops, Shelters & Facilities	Trades Center	Trails & Parks						
Equipment To be used													
22 Tandem Dump Truck w/ V-Box and Plow w/ Operator	X								_____				
23 Tandem Dump Truck w/ Operator	X	X							\$135/hr	\$135/hr	∅	2	50
24 Tandem Dump Truck w/ 1250 gallon Liquid Anti-Icing/De-icing tank	X								_____				
25 Snow Melter w/Operator		X							_____				
26 Supervisor	X	X	X	X	X	X	X	X	\$150/hr	\$150/hr	∅	1	8
27 Mechanic	X	X	X	X	X	X	X	X	_____				

Continued on next page

#28 Rollback Truck	\$250/hr	\$250/hr	∅	4	2
#29 Tractor w/ Lowboy Trailer	\$350/hr	\$350/hr	∅	4	2
#30 Cryotech Dencer	\$242/bag	∅	∅	∅	∅

BIDDER NAME Rock Hard Excavating Inc

BIDDERS'S SAFETY QUESTIONNAIRE

Listed below are questions to be used to determine the Bidder's overall safety operating profile.

Does your company have a designated safety manager?

Yes No

Does your company provide pre-employment drug screening for all field employees?

Yes No

Does your company check motor vehicle records for all Operators who operate company vehicles and/or equipment?

Yes No

Within the last two (2) years has your company received any final citations classified by OSHA or VOSH as being willful in Virginia?

Yes No

If so, how many citations: _____

Using your firm's OSHA 200/300 log and the formula below, determine your Incidence Rate for Total Recordable Cases for the three (3) most recent years of available data.

Incidence Rate for total recordable cases = $\frac{\text{Number of recordable incidents}}{200,000 \text{ Total hours worked by all employees during the calendar year}}$

Contractor		U.S. Industry		Scoring: 0 points for Rating < 0.75; 1 point for each 0.01 above 0.75 up to a maximum of 50 points (Rating 1.25). Points: <u>0</u>
Year: <u>2013</u>	Rate: <u>0</u>	Year: <u>2013</u>	Rate: <u>0</u>	
Year: <u>2014</u>	Rate: <u>0</u>	Year: <u>2014</u>	Rate: <u>0</u>	
Year: <u>2015</u>	Rate: <u>0</u>	Year: <u>2015</u>	Rate: <u>0</u>	
Avg: <u>0</u>		Avg: <u>0</u>		
Rating: (Contractor Avg. / Industry Avg.) = <u>0</u>				

Last three available years; Contractor and Industry years do not need to reflect the same period.

U.S. Industry Rates are available on the Bureau of Labor Standards website: <http://data.bls.gov/IIRC/>

North American Industry Classification System Code (NAICS): 238910

Note: If OSHA 200/300 logs are not maintained, please attach an explanation.

BIDDER NAME Rock Hard Excavating Inc.

Invitation to Bid 17-050-ITB
BID FORM PAGE 6

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL ADDENDUMS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

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

BIDDER NAME Rock Hard Excavating Inc.

Invitation to Bid 17-050-ITB
BID FORM PAGE 7

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

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

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

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

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

BIDDER NAME Rock Hard Excavating Inc.

Invitation to Bid 17-050-ITB
BID FORM PAGE 8

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

NAME: Marie Shepard
ADDRESS: 1202 Monroe Street
Herndon, VA 20170
E-MAIL: shepardkm@gmail.com

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

AUTHORIZED SIGNATURE: Marie Shepard

PRINT NAME AND TITLE: Marie Shepard, secretary

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

NAME (PRINTED): Marie Shepard TITLE: secretary

E-MAIL ADDRESS: shepardkm@gmail.com TEL. NO.: (703) 304-9229

BIDDER NAME Rockhard Excavating Inc.

SUBMITTED BY: (LEGAL NAME OF ENTITY) <u>Rock Hard Excavating Inc.</u>					
ADDRESS: <u>1202 Monroe Street</u>					
CITY/STATE/ZIP: <u>Herndon, VA 20170</u>					
TELEPHONE NO: <u>(703) 742-5444</u>			FACSIMILE NO.: <u>(703) 241-5756</u>		
THIS FIRM IS A: • INSERT NAME OF STATE <u>Virginia</u> <input checked="" type="checkbox"/> CORPORATION, <input type="checkbox"/> GENERAL PARTNERSHIP, <input type="checkbox"/> LIMITED PARTNERSHIP, <input type="checkbox"/> UNINCORPORATED ASSOCIATION, <input type="checkbox"/> LIMITED LIABILITY COMPANY, <input type="checkbox"/> SOLE PROPRIETORSHIP					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					<u>yes</u>
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:				<u>02756971</u>	
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED					
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?					<u>no</u>
BIDDER STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER: <u>X</u>

BIDDER NAME Rock Hard Excavating Inc.

Rock Hard Excavating Inc. ¹¹
1116-201-ITB

REFERENCES

Bidders shall provide references for similar services provided by the Bidder within the past two (2) years.

REFERENCE No. 1

Company name:	Arlington County DES
Contact name:	James Menditto
Contact e-mail address:	Jmendi@arlingtonva.us
Contact phone number:	703-887-9216
Annual Contract value:	~\$50,000
Contract start/end dates:	1990's, current contract 2011-16

REFERENCE No. 2

Company name:	Arlington County Solid Waste
Contact name:	Daniel Gray
Contact e-mail address:	dwgray@arlingtonva.us
Contact phone number:	571-237-4515
Annual Contract value:	~\$250K
Contract start/end dates:	8/22/14 - 4/30/19

REFERENCE No. 3

Company name:	The Wade Company
Contact name:	Lisa Furrington
Contact e-mail address:	LFurrington@wadecompanyLLC.com
Contact phone number:	703-524-9600
Annual Contract value:	~\$40K
Contract start/end dates:	2006 current contract 11/15-10/16

RockHard Excavating Inc.

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (COG)
RIDER CLAUSE

PERTAINING TO THE USE OF CONTRACT(S) BY MEMBERS OF THE METROPOLITAN WASHINGTON COUNCIL
OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of a bidder's bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

Continued on next page

Rock Hard Excavating Inc.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES/NO JURISDICTION

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bladensburg, Maryland
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water and Sewer Authority
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools and Government, Virginia
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Leesburg, Virginia
- Loudoun County, Virginia
- Loudoun County Public Schools
- Loudoun County Sanitation Authority
- Manassas, Virginia
- City of Manassas Public Schools
- Manassas Park, Virginia
- Maryland-National Capital Park and Planning Commission

YES/NO JURISDICTION

- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery College
- Montgomery County, Maryland
- Montgomery County Public Schools
- OmniRide
- Prince George's County, Maryland
- Prince George's Public Schools
- Prince William County, Virginia
- Prince William County Public Schools
- Prince William County Service Authority
- Rockville, Maryland
- Spotsylvania County Schools
- Stafford County, Virginia
- Takoma Park, Maryland
- Upper Occoquan Sewage Authority
- Vienna, Virginia
- Virginia Railway Express
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Winchester, Virginia
- Winchester Public Schools

BIDDER'S LEGAL NAME:

Rockettard Excavating Inc.

DATE OF BID:

9/13/16

Item #	Description	Year	Make	Model	ID #	Capacity	Gen Description
3	Non Mechanized Hand Tool w/ Operator	N/A	N/A	N/A	N/A	N/A	N/A
9	Skid Steer w/ Bucket and Operator	2007 2011 2013	Bobcat Kubota Takeuchi	T-190 SVL75 TL10	303, 305, 307, 308, 311, 312	1-1.5 yd	Rubber track skid steer loader w/ bucket
10	Skid Steer w/plow or brush and Operator	2013	Takeuchi	TL10	310	60" plow	Rubber track skid steer loader w/ plow
11	Rubber Tire Loader w/Bucket & Operator	2000 2006 2015	JCB Liebherr Liebherr	426 538 538	201 202 203	3 yard	Rubber Tire Loader w/ bucket
13	Backhoe w/bucket and Operator	2005 2012	John Deere	310, 410	407, 408 411, 416 417, 418	1.5 yard	Backhoe w/ bucket
15	Small Dump Truck (1 ton) w/ V-box and plow with Operator	1994 1995	Chevrolet	GMT-400	507,508 034	1 ton	Pick-up truck w/ spreader and plow
16	Small Dump Truck (1 ton) w/ plow only with Operator	1994 1995	Chevrolet	GMT-400	507,508 034	1 ton	Pick-up truck w/ spreader and plow
23	Tandem Dump Truck w/ Operator	2006	Mack	CV713	532-540	Quad Axle 16 ton	Quad Axle Dump Truck
26	Supervisor	N/A	N/A	N/A	N/A	N/A	N/A
28	Rollback Truck w/ Operator	1996 2017	International	4900	523 541	N/A	Roll-back truck w/ flat bed
29	Tractor and Lowboy Trailer	2006 2007	Kenworth Mack	T-800 CL733	521 518		Tractor w/ Lowboy Trailer
30	Cryotech Deicer	N/A	N/A	N/A	N/A	N/A	N/A

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

INVITATION TO BID NO. 17-050-ITB-LW

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00 P.M. ON THE 13TH DAY OF SEPTEMBER, 2016 FOR:

PROVISION OF SNOW REMOVAL SERVICES ON AS-NEEDED BASIS AT VARIOUS LOCATIONS THROUGHOUT ARLINGTON COUNTY, VIRGINIA PER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION

At the time, date and place stated above, bids will be publicly opened.

PRE-BID CONFERENCE

A pre-bid conference will be held at 11:00 a.m. on Wednesday, August 31st, 2016 at Arlington County's Water Sewer Streets Office, 4200 S 28th St 1st Fl. Arlington VA 22206 . ATTENDANCE IS OPTIONAL. Minutes of the pre-bid conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested bidders are 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 IN THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. A bidder's submission of a bid indicates acceptance of these terms.

Arlington County, Virginia
Office of the Purchasing Agent

Igor Scherbakov
Procurement Officer
ischerbakov@arlingtonva.us

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I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION

All communications relating to this solicitation shall be submitted via e-mail to Igor Scherbakov in the Office of the Purchasing Agent, at ischerbakov@arlingtonva.us. For a question to be considered, the subject line of the e-mail must state the following: **ITB No. 17-050-ITB-LW Questions**. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. 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.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN THE TEN (10) CALENDAR DAYS IMMEDIATELY PRECEDING THE DEADLINE FOR RECEIPT OF BIDS.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addendum only. Bidders are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. COMPETITION INTENDED

It is the County's intent that this solicitation promotes competition. It shall be the bidder's responsibility to advise Arlington County if any language, requirements or specifications restrict or limit the purchase to a single source. Such notification must be received by the Arlington County Purchasing Agent not later than fifteen (15) calendar days prior to the date and time set for bid opening. A review of such notifications will be made and the bidder notified of the results of the review.

3. BID FORM SUBMISSION

The required Bid Form is provided in the solicitation. One (1) fully-completed Bid Form with an original longhand signature, and a photocopy of the signed original (two (2) copies total), shall be submitted by hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the date and time deadline specified in the Invitation to Bid above. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the bidder, the scheduled bid opening date and time, and the number of the Invitation to Bid. Bids submitted by facsimile or electronically will not be accepted.

A bidder's failure to submit a bid with a fully-completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid. A bid will be rejected if its corresponding 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, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to

Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

4. 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.

5. EXCEPTIONS

Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Scope of Services, the Special Conditions, and any attachments or references hereto or thereto, shall indicate such exceptions on the Bid Form. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.

6. NONCONFORMING TERMS AND CONDITIONS

If a bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for unresponsiveness. Arlington County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the County of unresponsiveness as a result of the submission of nonconforming terms and conditions.

7. ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail.

8. DISCOUNTS

Discounts contingent on payment of invoices by Arlington County within a stipulated period of time will be accepted as a component of a bid, but will not be considered by Arlington County when evaluating bid prices or when making an award.

9. EXPENSES INCURRED IN PREPARING BID

Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.

10. BIDDER INVESTIGATIONS

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

11. INCOMPLETE DOCUMENTS

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation 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,

error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential bidder downloaded an electronic version of the solicitation documents, that potential bidder is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington County Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder's sole expense and at no additional cost to Arlington County.

12. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent 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. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will result in bid rejection by Arlington County.

13. DEBARMENT STATUS

The bidder shall indicate in the space provided on the Bid Form, whether or not it, or any of its principals, is/are currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

14. 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 and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

15. INFORMALITIES

Arlington 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 services being procured. If insufficient information is submitted for Arlington County to properly evaluate the bid by a bidder; Arlington County reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

16. 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, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

17. 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 shall 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 firm or entity and the identification number issued to the bidder by the Virginia State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

18. BID WITHDRAWAL PRIOR TO BID OPENING

No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

19. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

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

20. PARKING

At most County government facilities, parking for contractors' vehicles is not provided by the County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).

21. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or

otherwise measurable requirement in the past. Bidders further understand that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in the resulting Contract. Further, bidders acknowledge that the items or services covered by this contract may be available or become available under other County contract(s), and that in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such other contract(s). Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting contract.

22. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that is submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act (“VFOIA”). However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials sought to be protected and state the reasons why protection is necessary and falls within the exceptions to the VFOIA. It is the bidder’s sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

23. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one (1) bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

24. LIVING WAGE CONTRACT

If this solicitation and resulting contract is subject to the Service Contract Wage (“Living Wage”) provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of a contractor or subcontractor working on County-owned or County-occupied property shall be 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 ensure that its subcontractors, if any are authorized, comply with this provision. (Refer to Section 58 under Contract Terms and Conditions for further details specific to this solicitation/contract.)

25. METHOD OF AWARD

Arlington County reserves the right to make the award on an aggregate or on a unit basis, whichever is considered by the Purchasing Agent, in his sole discretion, to be in the best interests of Arlington County. Bids identified by the bidder as being submitted in the aggregate or on an “all or none” basis will not be considered for award if the Purchasing Agent determines that it is in Arlington County’s best interest to make a split award. Arlington County reserves the right to make the award to multiple bidders, under either an aggregate or unit price basis, but only if guidelines for assigning orders to multiple awardees are provided in the specifications contained in this solicitation.

Lowest bidder for each type of equipment and operator will be determined by applying the following formula to unit rates as listed in the bid form: **Evaluated Rate = (Work Rate*95+Standby Rate*4+Moving Charge*1)/100**. For each type of operator and equipment, the County will rank the Contractor by Evaluated Rate from lowest to highest. County will continue to make awards to multiple lowest bidders for each line until the combined equipment quantity for that line will meet the Estimated Equipment Quantity needed for average snow event. Estimated Equipment Quantities will be made public at the Bid Opening.

26. INSURANCE REQUIREMENTS

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Such requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. 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. The insurance requirements herein shall neither operate as a limitation of the Contractor's liability to the County nor as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting Contract.

27. CONDITIONS OF THE RIDER CLAUSE

The successful bidder will have the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Metropolitan Washington Council of Governments ("COG") and the Northern Virginia Cooperative Purchasing Council, as set forth in the extension checklist contained in the Bid Form. The following conditions shall apply to the extension of an award to a designated jurisdiction:

- a. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.
- b. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.
- c. The awardee is solely responsible for notification of the identified jurisdictions of the availability of the award.
- d. Arlington County shall not be held responsible for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.
- e. Participating jurisdictions will be permitted to purchase at Contract prices in accordance with contract terms. Participating jurisdictions will place their orders directly with the awardee and will be responsible for placing orders directly with the awardee, arranging deliveries, reconciling discrepancies and invoices, and issuing payments.
- f. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and

conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required insurance policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

- g. Any extension to another jurisdiction shall be at the unit prices identified in the bid. Bidders shall not, under the conditions of this extension, offer any adjustment, addition, modification or other change to the technical requirements of this solicitation or the unit prices awarded by Arlington County under this solicitation to any public body to which the award is extended.

28. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), an e-mail with a Notice of Decision to Award will be sent to all bidders, using the email address provided in the Bid Form.

29. BIDDER MINIMUM QUALIFICATION REQUIREMENTS

- i. Bidders shall have a minimum of two (2) cycles/ years of snow removal experience with either private companies and/or municipalities.
- ii. Bidder shall possess or have available, at the time of bid closing, and throughout the term of the contract, the specified equipment, vehicles and Operators needed to perform the work under the terms of this contract. The equipment offered by Bidders shall be of equal size, or larger, as specified on the Bid Lines and within the specifications of this ITB, suitable for the intended purpose and provide the same or approved equal specifications and capabilities. For each piece of equipment offered Contractor shall employ an experienced, licensed, and qualified operator(s). The Contractor shall employ enough Operator(s) to change Operator(s) at a maximum of every twelve (12) hours for each piece of equipment or vehicle being operated. Operator(s) being assigned by the Contractor to County work assignments shall not be assigned to perform any other work on the same calendar days that they are being utilized by the County.
- iii. Prior to Notice of Award, each piece of equipment will be reviewed and evaluated by the Representative(s) of the County. The equipment evaluation is one component of the bid evaluation criteria and its purpose to ensure that the Bidder's offered equipment is available at the time of bid closing, and meets equipment requirements and specifications

II. SCOPE OF SERVICES

I. PURPOSE:

Arlington County (herein referred to as “County”) is soliciting bids from qualified vendors to provide all necessary equipment along with experienced, qualified, and licensed (licensed motor carrier Class A, B with endorsement(s) and/or specialized training (this does not apply to small equipment) operators (Operators) (labors and drivers (small and large equipment) to perform snow and ice removal on County maintained and/or County controlled roads, and other County controlled property and related facilities. County maintained/ controlled roads include primary and secondary roads (including sidewalks and bridges and safe routes to schools, all as defined in the current Snow Operations Plan on record with the Water, Sewer and Streets Bureau (WSS) of the Department of Environmental Services (DES) (County Snow Plan). County controlled property and facilities include, but are not limited to: the County Trades Center (Real Property Codes (RPC) (www.propertysearch.arlingtonva.us) : 29-014-011) (Trades) the Wastewater Treatment Plant (RPC’S # 37036002 and 36006004) (WWTP) and accessory facilities, Wastewater (WWTP) and Water Treatment (WT) pump stations, bus stops/shelters, County controlled parking garages, sidewalks and driveways. Snow Removal Season is defined as October 15th of each year through April 30th of the following year.

Equipment and Operators will be assigned to various locations throughout the County as determined by the Project Officer and/or their designee(s). Contractor will perform work at locations assigned, but will first report to one of the following locations:

- | | |
|---------------------------------------|---|
| 1. Roads, Bridges, Sidewalks | 4200 S 28 th Street, Arlington, VA 22206 |
| 2. Hauling | 4200 S 28 th Street, Arlington, VA 22206 |
| 3. Snow Melter | 4200 S 28 th Street, Arlington, VA 22206 |
| 4. Wastewater Treatment Plant | 3402 S Glebe Road, Arlington, VA 22202 |
| 5. Pumping Stations | 3155 31 st St. S, Arlington, VA 22202 |
| 6. Facilities | 2100 Clarendon Blvd, Arlington VA 22201 |
| 7. Bus Stops, Shelters and Facilities | 2100 Clarendon Blvd, Arlington VA 22201 |
| 8. Trades Center | 4200 S 28 th Street, Arlington, VA 22206 |
| 9. Parks and Trails | 2700 S Taylor Street, Arlington, VA 22206 |

A more detailed description of each work location can be found in Section IV. In order to be responsive, each Bidder must indicate the operators, vehicles and/or equipment they intend to use to perform each type of work, along with the number of qualified Operators availability and relative pricing information.

2. **SPECIFICATIONS:**

A. **General Requirements:**

1. The Contractor shall provide snow removal equipment, along with experienced and licensed Operators, fuel, tools, parts, supplies, and all other items needed to effect a safe and efficient snow removal operation. The work shall consist of, but shall not be limited to, snow and ice removal from County owned roads, sidewalks and properties. Work shall be performed on “as-needed and when-needed” basis throughout Arlington County.
2. The Contractor shall provide chemical deicing agents needed for County owned community center parking lots, library parking lots, facilities, multi-use trails, trade center parking lots, park parking lots, roads or other identified areas requiring specialty deicing service. The deicing agents to be used must be approved for the stated purpose by the Virginia Department of Environmental Quality / Environmental Protection Agency and the Virginia Department of Transportation. Specialty deicing agents may be required based on the manufacturer directions, needs of the environmental conditions, and/or the existing material conditions which shall be approved by the Representative(s) prior to use. The Contractor shall provide a minimum one (1) representative to direct their employees at each work site location. Additional representatives may be required by the Representative(s) on an as requested basis.
3. The Contractor shall not proceed with any work without the express authorization of the Representative.

Specifications and Standards:

4. All work shall be performed in accordance with the direction given by the pertinent Representative(s)
5. All work shall be performed in conformance with the latest edition of the Virginia Work Area Protection Manual (VWPAM)
<http://www.virginiadot.org/business/trafficeng-WZS.asp> .
6. The Contractor’s equipment and personnel shall meet Occupational Safety and Health Administration (OSHA) <https://www.osha.gov/law-regs.html> and Virginia Occupational Safety and Health (VOSH) standards <https://www.osha.gov/law-regs.html>. The Contractor shall remain in compliance with all OSHA and VOSH personnel, equipment, and safety regulations throughout the course of the contract.
7. Contractor shall be in full compliance with all Federal Motor carrier Safety Administration requirements, laws and standards (as applicable).
8. Contractor shall be in compliance with all applicable Virginia State Inspection and Licensing requirements, laws and standards (as applicable)
9. Contractor shall be in compliance with all Stormwater Pollution Prevention measures at County facilities and within the County Right-of-Way (<http://arlingtonva.s3.amazonaws.com/wp->

<content/uploads/sites/21/2014/06/DES-Stormwater-Management-Ordinance-Guidance-Manual.pdf>).

B. Work assignment

Work assignments shall be made by the County Project Officer on basis of combination of price and availability of the Contractor. The Contractor offering the lowest hourly rate for each type of equipment for each location will be considered first. If the Contractor offering the lowest price cannot provide the requested equipment, Operators or supervisors as requested, then the Contractor offering the next lowest rate and or emergency equipment will be contracted.

C. Location-Specific Requirements

1. Clearing of Roads, Bridges and Sidewalks

The County maintains over 974 lane miles of roads within the County. The primary Contractor work function is to assist the County staff in clearing the County Snow Plan defined primary and secondary roads, and school bus routes which taken together constitutes approximately 100 miles of roadway. Residential Streets and Alleys constitute the remaining road network within the County. Work is primarily completed by plowing snow. The application of deicing agents may also be needed during larger storm events. Heavy equipment is required for snow removal within the County Snow Plan defined primary roads, secondary roads, school bus routes and residential streets.

Major Arteries (typical)

- i. Sycamore/Williamsburg*
- ii. Military Road*
- iii. Wilson Blvd.*
- iv. Columbia Pike*
- v. Pentagon City / Hayes / 15th St.*
- vi. Other areas as identified by the County Officer(s)*

Narrow Streets and Alleys (street width's as being as small as 9 feet wide, and/or having a single lane for travel), Cul-de-Sac's, Dead-ends (streets with no outlets) and alleys (single lane street serving multiple lots only 9 to 16 feet wide). Not all alleys are paved within the County. The treatment of snow/ice removal within the alleys will be dependent on the level of service that the County provides. The County may request the Contractor to utilize smaller equipment to assist with low volume, less densely populated areas.

Arlington County will be using medium and tandem dump trucks on major arterial and secondary streets on a regular basis. The effort will require a minimum of 12 units driving during each winter event. A variety of 24 small and medium dump trucks will be used during

deployment of storms of 4” or more. Additional units may be used during when weather conditions warrant additional units.

Expectations. The level of service provided in clearing streets, is defined as a lane cleared for passable traffic. On arterials, primaries and school routes bare pavement should be achieved. On residential streets and alleys, a single lane that may be snow covered with a 1/8th inch or less of snow is acceptable. The level of service may change based on the severity of the storm, and may require curb to curb plowing for all streets within the road network.

Sidewalks shall be cleared so they are bare pavement upon the end of the storm.

Direction will be provided by the County Representative(s) for the clearing of roads/bridges/sidewalks. Any additional instructions will be provided by these County Representative(s).

2. **Snow Hauling**

This work is primarily concentrated in the urban centers and villages within the County. Snow removal includes the: plowing, collecting, hauling and dumping of snow at specific locations to designated staging areas for the snow melter.

The urban villages and urban centers include:

- i. Ballston
- ii. Clarendon
- iii. Courthouse
- iv. Crystal City
- v. Pentagon City
- vi. Rosslyn
- vii. Shillington
- viii. Virginia Square
- ix. Westover
- x. And others as they are developed

When the accumulated snowfall exceeds 6 inches, and at the discretion of the Representative(s), hauling of snow occurs from the following corridors and locations will occur:

a. **Metro Stations**

- i. East Falls Church
 - *Sycamore St. from N. 19th to Lee Highway*
 - *Area between N. 19th Road and N. 18th St.*

- *Area between N. Tuckahoe St, and N. Van Buren*
 - ii. Ballston
 - *Area between Fairfax Drive and Wilson Blvd. from N. Vermont Street to N. Jackson St.*
 - *Wilson Blvd. from N. Glebe Road to Washington Blvd.*
 - *N. Utah St. from Fairfax Dr. to north (cul-de-sac)*
 - *N. Taylor St. from Fairfax Dr. north (cul-de-sac)*
 - *N. Stuart St. from Fairfax Dr. north (cul-de-sac)*
 - *N. Fairfax Dr. from I-66 ramps to N. Glebe Rd.*
 - iii. Clarendon / Courthouse
 - *From Washington Blvd. to N. Courthouse Rd.; between Wilson Blvd and Clarendon Blvd.*
 - *Wilson Blvd from N. Courthouse Rd. to Arlington Ridge Rd.*
 - *Clarendon Blvd. from N. Courthouse Rd. to Wilson Blvd.*
 - iv. Rosslyn
 - *Area between Wilson Blvd. and Clarendon Blvd. from N. Courthouse Rd. to Arlington Ridge Rd.*
 - *Wilson Blvd. from N. Courthouse Rd. to Arlington Ridge Rd.*
 - *Clarendon Blvd. from N. Courthouse Rd. to Wilson Blvd.*
 - v. Courthouse Area
 - *N Courthouse Rd. from Wilson to Fairfax Dr.*
 - *N. Troy St., N. Veitch St., N. Taft St., N Scott St. between Wilson Blvd. and Fairfax Dr.*
 - vi. Pentagon City
 - *S. Joyce from Army-Navy Dr. to 15th St. and end of Crystal Dr.*
 - *S. Hayes St. from Army-Navy Dr. to S. 18th St. and end at Crystal Dr.*
 - *S. Fern St, from Army-Navy Dr. to S. 18th St.*
 - *S. Eads St. from Army-Navy Dr. to S. 23rd St.*
- b. Other Corridors**
- i. Crystal City
 - *S. 12th St. from Army-Navy Dr. to Crystal Dr.*
 - *Area between S. Clark St. and Crystal Dr. from S. 33rd St. to S. 12th St.*
 - *S. Potomac Ave. from S. Glebe Rd to S. 27th St.*
 - ii. Shillington
 - *S. Quincy St, from Arlington Mill Dr. to S. Randolph St.*
 - iii. Columbia Pike Corridor
 - *From Fairfax County line (Carlin Springs Rd.) to S. Joyce St.*
 - iv. Other areas as determined by the Representative(s).

Material Hauling. The County may request the Contactor to haul material between locations within the County and/or other locations within the Baltimore/Washington Area (300 miles of Arlington County). Materials that are picked up and/or dropped off will be described by the Representative prior to the assignment, and may range from liquids to granular materials from ports to suppliers.

Expectations. All snow will be removed from the urban corridors, loaded into equipment and hauled to designated locations. The urban corridors should be free from snow/ice. It should be noted that hauling and melting does not occur until eight inches and/or initiated by the County Representative(s) directing the snow melter and/or hauling operation. Any additional hauling, additional instructions will be provided.

3. Snow Melter

Melting of snow. During snow melting operations, the snow melter(s) are generally staged at designated locations that can accept large amounts of snow. During snow melting operations, the Contractor providing service is required to run and maintain the snow melter (fuel, cleaning, erosion and sediment controls, etc.). The Contractor may further be required to locate and relocate the snow melter between the designated hauling locations. The Contractor must provide whatever equipment and operators are necessary to locate and relocate the snow melter.

Expectations. Melting of the snow shall take place until all the snow within the designated location is removed to the satisfaction of the County Representative. It should be noted that hauling and melting does not occur until eight inches and/or initiated by the County Representative(s) directing the snow melter operation and/or the hauling operation.

4. Wastewater Treatment Plant (3402 S. Glebe Road)

- a. Clearing of sidewalks along the frontage of the facility on S. Glebe Road, S. Fern St., 31st St S and S. Eads St. along with sidewalks within the fenced compound.
- b. Clearing roadways and parking lots within the plant.

Expectations. The level of service provided in clearing the WWTP, is defined as a lane cleared and there should be bare pavement, unless otherwise directed by the County Representative(s) at the Wastewater Treatment Plant.

5. Pumping Stations

- a. Wastewater Lift Stations: Clearing at these locations must occur throughout snow events and shall be performed to a level that establishes and maintains continuous and ready access to these facilities. The areas that are to be cleared at each of these locations shall include: driveways, adjacent parking areas and sidewalks. It is expected that all travel lanes will be cleared to bare pavement or as otherwise directed by the County Representative(s) who is responsible for the wastewater lift stations and/or the wastewater treatment plant.

i. 2929 N. Military Rd.	Donaldson Run Pump Station
ii. 2801 N. Quebec St.	Dover Run Pump Station
iii. 3611 N. Military Rd.	Gulf Run Pump Station
iv. 1616 Kirkwood Rd.	Kirkwood Pump Station
v. 2350 S. Walter Reed Dr.	Lucky Run Metering Station
vi. 2685 Marcey Rd.	Marcey Creek Pump Station
vii. 2220 N. Scott St.	Palisades Pump Station
viii. 3533 N. 36 th St.	River Estates Ejector Station
ix. 3560 N. 36 th Rd.	Rivercrest Pump Station
x. 2770 N. Nelson St.	Riverwood Ejector Station
xi. 550 S. Clark St.	Roaches Run Pump Station
xii. 3912 N. Dumbarton St.	Upper Pimmit Meter Station
xiii. 2500 N. Kenmore St.	Windy Run Pump Station

- b. Water Pumping Stations: Clearing at these locations must occur throughout snow events and shall be performed to a level that establishes and maintains continuous and ready access to these facilities. The areas that are to be cleared at each of these locations shall include: driveways, adjacent parking areas and sidewalks. It is expected that all travel lanes will be cleared to bare pavement or as otherwise directed by the County Representative(s) who is responsible for the water pumping stations.

<i>i. 2400 N. Wakefield St.</i>	<i>Lee Pump Station</i>
<i>ii. 2060 S. Walter Reed Dr.</i>	<i>Fort Barnard Pump Station</i>
<i>iii. 3600 N Powhatan St.</i>	<i>Minor Hill Pump Station</i>
<i>iv. 4451 N Old Glebe Road</i>	<i>Ethan Allen Pumping Station</i>
<i>v. 4990 N Little Falls Rd.</i>	<i>Little Falls Rd Pumping Station</i>

6. Facilities (Other areas within the County)

- a. Central Library sidewalks must be cleared while the snow is falling. The entire width of the sidewalks must be cleared within twenty-four (24) hours after the snow has stopped falling. The Contractor shall haul snow when the embankments/berms exceed two (2) feet in height.

i. 1015 N. Quincy	Street	Central Library
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- ii. 735 18th St. South Aurora Hills
- iii. 300 Kensington Street Glen Carlyn
- iv. 2190 Military Road Cherrydale
- v. 1644 Mckinley Road Westover

b. Department of Human Services (DHS) Complex and Program Sites. Parking lots, driveways and sidewalks are to be cleared. The entire width of the sidewalks must be cleared within twenty-four (24) hours after the snow has stopped falling. The Contractor shall haul snow when the embankments/berms exceed two (2) feet in height. Hauling snow from each location(s) may be different contractors.

- i. 1800 N. Edison Street
- ii. 1810 N. Edison Street
- iii. 1725 N. George Mason Drive
- iv. 3103 Ninth Road, North
- v. 1554 Columbia Pike
- vi. 3103 Ninth Road
- vii. 1554 Columbia Pike

c. Courthouse complex and Satellite Locations. The entire width of the sidewalks must be cleared within twenty-four (24) hours after the snow has stopped falling. The Contractor shall haul snow when the embankments/berms exceed two (2) feet in height. Hauling snow from each location(s) may be different contractors.

- i. 1400 N. Uhle Street
- ii. Between 14th and 15th Streets North
- iii. Police Parking Lot – 14th Street North, adjacent to Public Metered Parking Lot
- iv. Woodmont Center – 2422 N. Fillmore Street
- v. Arlington Children Center – 1915 N. Uhle Street
- vi. WETA – 3700 South Four Mile Run
- vii. 2020 N. 14th Street, Loading dock area only

d. Roofs. Roofs need to be cleared only when twenty four (24) inches or more of snow is predicted. The Contractor shall snow when the embankments/berms exceed two (2) feet in height. Hauling snow from each location(s) may be different contractors.

- i. 1800 N. Edison Street DHS
- ii. 1810 N. Edison Street DHS
- iii. 2701 S. Nelson Street Motorola Building
- iv. 1800 N. Edison Street DHS Lab
- v. 3829 N. Stafford Street Mackey Building
- vi. 1559 Wilson Blvd. Fire Station 10

- vii. 4845 Lee Highway Fire Station 8
- viii. 1025 N. Irving Street Fire Station 4
- ix. 4805 Wilson Blvd. Fire Station 1

Arlington County will be using small, medium and tandem dump trucks on regular basis for snow clearing at the facilities listed. The effort will require a minimum of 12 units driving during each winter event. Hand operations will be needed on sidewalks and other areas where vehicles cannot transverse. Additional units may be used during when weather conditions warrant additional units.

Expectations. The level of service provided in clearing the facilities sidewalks and roadways, is defined as a lane cleared and there should be bare pavement, unless otherwise directed by the County Representative(s) directing the facilities.

7. Bus Stops, Shelters and Facilities

- a. Clear approximately 350 priority bus stop locations throughout the County. Bus stop clearing will include removal of snow and/or ice from the roadway in front of the stop, passenger shelters, benches and waiting areas as well as adjacent sidewalks/pathways.
- b. Clear bus stops, including parking lots, sidewalks and bus bays. Hauling may be required by the contractor and/or different contractor(s)
 - i. 2190 and 2900 Jefferson Davis Highway Art Bus House
 - ii. 2975 S. Quincy Street Shirlington Bus Station

**Additional locations may be added to this list as required.*

- c. Clear Arlington County Maintenance facilities and parking lots for busses and employees.
- d. Arlington County’s Transit Bureau continuously reviews and updates the list of priority bus stops based on various factors such as route restructuring and ridership. The Contractor will be provided with a list and map of priority stops in October of each year.

Expectations. The level of service provided in clearing the bus stops and facilities sidewalks and adjacent roadways, is defined as a lane cleared and there should be bare pavement, unless otherwise directed by the County Representative(s) from transit operations from facilities and/or an appointed County Representative from the Trades Center.

8. Trades Center

- a. Clear key-high traffic sidewalks and pedestrian walks within the Trades center throughout snow events. These key-high traffic sidewalks need to remain open to support the work of the snow operation. This includes:
 - i. The stairwell leading from the south east corner of the Trades Parking Garage to the face of the WSS administrative building addressed at 4200 S 28th Street, Arlington, VA 22206,
 - ii. The main entrance area and the sidewalk along the north side of the building addressed at 4200 S 28th Street, Arlington, VA 22206
 - iii. The stairwell leading up building addressed at 4300 29th St. S.,
 - iv. The sidewalks adjacent to the west and south facing sides of the Equipment Bureau Building, addressed at: 2701 S. Taylor Street; and
 - v. Other specific location requested by the pertinent Representative(s).
- b. Clear the upper level of the Trades Parking Garage.
 - i. The upper level of the Parking Garage. This area is limited to service by a bobcat and 1 Ton truck or smaller with plow/spreader. (*Less than 3000 lb. wheel load*).
 - ii. Only Cryotech (add MDS) to be used. Other may be used, with prior approval of the County Representative(s) prior to October 15 of each year.
 - iii. The parking area, immediately adjacent to the south east side of the building addressed at: 4200 S 28th Street, Arlington, VA 22206. .

Expectations. The level of service provided in clearing the Trades Center sidewalks, roadways, driveways and parking deck is defined as a lane cleared and there should be bare pavement, unless otherwise directed by the County Representative(s). The Contractor assumes liability to any damage caused with materials placed on the parking deck.

9. Parks and Trails

- a. "Parks and Trails" work consist of Community Center parking lots, Library parking lots, Multi-use trails, Trade Center parking lots and Park parking lots. The County maintains over 60 linear miles of trails within the County. The primary Contractor work function is to assist the Parks County staff in clearing the County Snow Plan defined multi-use trails, Community Centers parking lots and safe routes to schools, which taken together constitutes approximately 50 linear miles of Multi-use trails, community and library sidewalk and parking lots. Work is primarily completed by plowing snow. The application of deicing agents may also be needed during larger storm events. Heavy equipment is required for snow removal within the County Snow Plan defined Multi-use trails, Community Centers parking lots and safe routes to schools.

- b. Sidewalks and Trails must be cleared while the snow is falling. The entire width of the sidewalks must be cleared within twenty-four (24) hours after the snow has stopped falling. The Contractor may be required to haul snow when the embankments/berms exceed two (2) feet in height. Sidewalks range in width from 3 feet to 5 feet wide and will need smaller tools to clear the snow.
- c. There is approximately 110 Bike Trails within the County that need to be cleared. Trails range from connecting locations/places within the County, to just in front of a specific location, such as a park.
- d. Multi-Use Trails must be cleared simultaneously with streets, while the snow is falling.
 - i. Multi-Use Trails range in width from four (4) feet wide to over ten (10) feet wide in width. Mechanical means of snow removal can be used to remove the snow.
 - ii. The entire width of the Multi-use trail must be cleared within twenty-four (24) hours after the snow has stopped falling. The Contractor may be required to haul snow when the embankments/berms exceed two (2) feet in height. Hauling snow from each location(s) may be different contractors.
 - iii. If a condition exists where two (2) or more County adjacent snow clearing operations take place, the Representative(s) can utilize the same Equipment, Operators and/or Supervisors for a given area. The Contractor resources shall be made available to the Representative(s) to accomplish a more timely snow removal process.
- e. Community Center Parking Lots that are to be cleared. The entire width of the sidewalks and parking lots are to be cleared within twenty-four (24) hours after the snow has stopped falling. The Contractor shall haul snow when the embankments/berms exceed two (2) feet in height. Hauling snow from each location(s) may be different contractors.
 - i. Fairlington Community Center
 - ii. Thomas Jefferson Community Center
 - iii. Barcroft Fitness Center
 - iv. Lubber Run Community Center
 - v. Lee Community Center
 - vi. Walter Reed Community Center
 - vii. Madison Center
 - viii. Gunston Community Center
 - ix. Gulf Branch Nature Center
 - x. Long Branch Nature Center
 - xi. Ft. C. F. Smith Park

- xii. Thomas Jefferson community Centers
 - xiii. Carver Community Centers
 - xiv. Other areas as identified by the County Officer(s)
- f. Billing for the trails will be based on hourly cost of labor and linear lane mile for Parks and Recreation Bureau only.
 - g. Arlington County's Parks and Recreation Bureau continuously reviews and updates the list of trails. The Contractor will be provided with a list and map in October of each year.

Expectations. The level of service provided in clearing the sidewalks is defined as bare pavement, unless otherwise directed by the County Representative(s) within the Parks Department. The Contractor assumes liability to any damage caused with materials placed on the parking deck.

Contractor Services and Expectations of multi-service areas:

If a condition exists where two (2) or more County adjacent snow clearing operations take place, the Representative(s) can utilize the same Equipment, Operators and/or Supervisors for a given area. The Contractor resources shall be made available to the Representative(s) to accomplish a more timely snow removal process.

The Contractor may be required to Sign In/Out for each job, and/or effectively communicate with each Representative(s) (this form of communication is to be decided upon prior to beginning the job) prior to beginning any additional jobs with any other Representative(s).

D. Personnel and Equipment Requirements:

All of Contractor's equipment shall meet the requirements listed below. The type of equipment is outlined on each bid line. The Contractor shall provide the necessary equipment and transportation for their Equipment/Operators. Operator shall be appropriately licensed and trained per equipment in each bid line.

A. Non Skilled Operator

- Hand tools will be provided by Arlington County, may include shovels, brooms, rakes, scrapers, or other non-mechanized hand tools to remove snow and/or ice from surfaces. The Contractor shall pick up and transport the tools to and from Arlington County at a designated location determined by the Representative(s).
- Operator will have safety gear that shall include at minimum eye protection, class three (3) reflective vests and pants (during night operations), hard hats.

B. Semi-Skilled Operator:

- Hand tools will be provided by Arlington County, may include small mechanized walk behind equipment that may include snow blowers, brooms and/or other small mechanized equipment to remove snow and/or ice from surfaces. The Contractor shall pick up and transport the mechanized equipment to and from Arlington County at a designated location determined by the Representative(s).
- Operator will have safety gear that shall include at minimum eye protection, class three (3) reflective vests and pants (during night operations), hard hats.

C. Non mechanized hand tools with Operator:

- Tools such as shovels, brooms, ice chippers, mechanical hand spreaders, etc. that will be provided to each operator
- Operators will have safety gear that shall include at minimum eye protection, class three (3) reflective vests and pants (during night operations), hard hats.

D. Walk Behind Power Brush with Operator:

- Equipment shall be a minimum of twenty-eight (28) inch width brush
- Equipment shall have a brush head rotation to direct the snow either to the right and/or left.
- Equipment shall be able to handle a minimum of three (3)-inch deep snowfall.
- Operators will have safety gear that shall include at minimum eye protection, class three (3) reflective vests and pants (during night operations), and hard hats

E. Walk Behind Snow Blower with Operator:

- Equipment shall be a minimum of twenty-four (24) inch width blade
- Equipment shall be able to handle a minimum twelve (12)-inch deep snowfall
- Operators will have safety gear that shall include at minimum eye protection, class three (3) reflective vests and pants (during night operations), and hard hats

F. Utility work machine with Operator:

- Width of equipment to be no greater than five (5) feet wide.
- Equipment may have optional attachments, such as brushes, plows, which need to have individual specifications provided with bid package.
- Brooms and/or plows shall be a minimum width of four (4) feet wide with the ability to directional turn the broom/prow.

- Snow plow and brooms shall include trip blade protection and lighting.
- Chemical spreader shall be a minimum capacity of 0.25 cubic yard material capacity.
- Work lights and proper signage may be placed on the rear of the tank and/or escort vehicles while applying anti-icing and/or de-icing chemicals.
- Liquid anti-icing and de-icing tank (able to carry salt brine, calcium chloride brine, calcium chloride, magnesium brine, magnesium, beet juice brine and/or any other combination of brine and/or anti-icing or de-icing liquid chemical), that holds a minimum of 50 gallons. The tank must include a 3” fill opening (quick connect for a 3” connection would be preferable).
- Spray bar must be able to have a single stream application, with enough sprayers to apply a minimum of two (2) single streams. Additional curb sprayers may be utilized as requested. Spray bar must be adjustable and/or be able to apply brine within eighteen (18) inches within the ground surface.

G. Rubber Tire Loader/Skid Steer with Operator:

- Equipment shall have a minimum seventy-two (72) inch smooth bucket (one-half (0.5) cubic yard capacity). Equipment with larger bucket sizes must be noted (width and cubic yard size) in the bid package.
- Equipment may have optional attachments, such as brushes, plows, which need to have individual specifications provided with bid package.

H. Rubber Tire Loader with Operator:

- Equipment shall have a minimum of three (3) cubic yard bucket.
- Equipment shall have an optional snow blade attachment.

I. Backhoe with Operator:

- Equipment shall have a minimum of one (1) cubic yard bucket.
- Optional snow plow blade attachment.
- Optional power brush attachment

J. Small Truck (GVW 16001-19500 and/or 1 ton truck and/or equivalent) with Operators:

- Single axle truck with Gross Vehicle Weight Restrictions (GVWR) of a minimum of sixteen thousand (16,000) pounds.
- Snow plow of a minimum of seven (7) feet and six inches (7’-6”) in length and approximately twenty-seven (27) inches in height and approximately four hundred and ten (410) pounds. Plow shall be articulated, i.e. adjustable in height and direction.
- Snow plow shall include trip blade protection and lighting.

- Equipment shall have necessary tie downs and optional chains for rear tires.
- Unit shall have County owned Global Positioning System (GPS) /Automatic Vehicle Location (AVL) equipment unit.

K. Small Truck (GVW 16001-19500 and/or 1 ton truck and/or equivalent) with Operators:

- Single axle truck with Gross Vehicle Weight Restrictions (GVWR) of a minimum of sixteen thousand (16,000) pounds.
- Snow plow of a minimum of seven (7) feet and six inches (7'-6") in length and approximately twenty-seven (27) inches in height and approximately four hundred and ten (410) pounds. Plow shall be articulated, i.e. adjustable in height and direction.
- Snow plow shall include trip blade protection and lighting.
- Chemical spreader shall be a minimum capacity of three (3) cubic yard material capacity.
- Equipment shall have necessary tie downs and optional chains for rear tires.
- Unit shall have County owned Global Positioning System (GPS) /Automatic Vehicle Location (AVL) equipment unit.

L. Small Truck (GVW 16001 – 195000 and/or 1 ton truck and/or equivalent) with Operators:

- Single axle truck with GVWR of a minimum of sixteen thousand (16,000) pounds.
- Liquid anti-icing and de-icing tank (able to carry salt brine, calcium chloride brine, calcium chloride, magnesium brine, magnesium, beet juice brine and/or any other combination of brine and/or anti-icing or de-icing liquid chemical), that holds a minimum of 200 gallons. The tank must include a 3" fill opening (quick connect for a 3" connection would be preferable).
- Spray bar must be able to have a single stream application, with enough sprayers to apply a minimum of four (4) single streams. Additional curb sprayers may be utilized as requested. Spray bar must be adjustable and/or be able to apply brine within eighteen (18) inches within the ground surface.
- Work lights and proper signage may be placed on the rear of the tank and/or escort vehicles while applying anti-icing and/or de-icing chemicals.
- Anti-icing and de-icing chemicals in liquid form will be provided by Arlington County at the Trades Center.
- Equipment shall have necessary tie downs and optional chains for rear tires

- Unit shall have County owned GPS/AVL equipment unit

M. Medium Dump Trucks with Operators:

- Single axle truck with GVW of a minimum of twenty-six thousand (26,000) pounds. dump body should be a minimum of ten (10) feet in length.
- Reversible snow plow shall be ten (10) feet in length with a height of approximately thirty (30) inches in height. Plow shall be adjustable in height and direction.
- Chemical spreader shall be a minimum capacity of five (5) cubic yard material capacity.
- Equipment shall have necessary tie downs and optional chains for rear tires
- Unit shall have County owned GPS/AVL equipment unit

N. Medium Dump Truck with Operators:

- Single axle truck with GVW of a minimum of twenty-six thousand (26,000) pounds. dump body should be a minimum of ten (10) feet in length.
- Reversible snow plow shall be ten (10) feet in length with a height of approximately thirty (30) inches in height. Plow shall be adjustable in height and direction.
- Equipment shall have necessary tie downs and optional chains for rear tires
- Unit shall have County owned GPS/AVL equipment unit

O. Medium Dump Truck with Operators:

- Single axle truck with GVW of a minimum of twenty-six thousand (26,000) pounds. dump body should be a minimum of ten (10) feet in length.
- Operator shall have a CDL with a Tanker Endorsement
- Liquid anti-icing and de-icing tank (able to carry salt brine, calcium chloride brine, calcium chloride, magnesium brine, magnesium, beet juice brine and/or any other combination of brine and/or anti-icing or de-icing liquid chemical), that holds a minimum of 750 gallons. The tank must include a 3” fill opening (quick connect for a 3” connection would be preferable).
- Spray bar must be able to have a single stream application, with enough sprayers to apply a minimum of six (6) single streams. Additional curb sprayers may be utilized as requested. Spray bar must be adjustable and/or be able to apply brine within eighteen (18) inches within the ground surface.

- Work lights and proper signage may be placed on the rear of the tank and/or escort vehicles while applying anti-icing and/or de-icing chemicals.
- Anti-icing and de-icing chemicals in liquid form will be provided by Arlington County at the Trades Center.
- Equipment shall have necessary tie downs and optional chains for rear tires
- Unit shall have County owned GPS/AVL equipment unit

P. Tandem or multi-axle dump trucks with Operators:

- Multi axle truck with GVW of a minimum of 33,001pounds dump body should be a minimum of fifteen (15) feet in length.
- Reversible snow plow shall be eleven (11) feet in length with a height of approximately 30 inches in height. Plow shall be adjustable in height and direction.
- Chemical spreader shall be a minimum capacity of eight (8) cubic yard material capacity.
- Equipment shall have necessary tie downs and optional chains for rear tires
- Unit shall have County owned GPS/AVL equipment unit

Q. Tandem or multi-axle dump trucks with Operators:

- Multi axle truck with GVW of a minimum of 33,001pounds dump body should be a minimum of fifteen (15) feet in length.
- Reversible snow plow shall be eleven (11) feet in length with a height of approximately 30 inches in height. Plow shall be adjustable in height and direction.
- Equipment shall have necessary tie downs and optional chains for rear tires
- Unit shall have County owned GPS/AVL equipment unit

R. Tandem or multi-axle dump trucks with Operators:

- Multi axle truck with GVW of a minimum of 33,001pounds dump body should be a minimum of fifteen (15) feet in length.
- Operator shall have a CDL with a Tanker Endorsement
- Liquid anti-icing and de-icing tank (able to carry salt brine, calcium chloride brine, calcium chloride, magnesium brine, magnesium, beet juice brine and/or any other combination of brine and/or anti-icing or de-icing liquid chemical), that holds a minimum of 1250 gallons. The tank must include a 3” fill opening (quick connect for a 3” connection would be preferable).
- Spray bar must be able to have a single stream application, with enough sprayers to apply a minimum of six (6) single streams.

Additional curb sprayers may be utilized as requested. Spray bar must be adjustable and/or be able to apply brine within eighteen (18) inches within the ground surface.

- Work lights and proper signage may be placed on the rear of the tank and/or escort vehicles while applying anti-icing and/or de-icing chemicals.
- Anti-icing and de-icing chemicals in liquid form will be provided by Arlington County at the Trades Center.
- Equipment shall have necessary tie downs and optional chains for rear tires
- Unit shall have County owned GPS/AVL equipment unit

S. Snow Melter with Operators, each equipped with:

- Minimum of a thirty (30) ton rated capacity per hour.
- Fuel and delivery of fuel shall be included with the hourly cost.
- Moving of the Snow Melter is the responsibility of the Contractor. Locations to melt snow will vary on the depth snow from the storm and the area that the location can store. Multiple locations may be used throughout the County to melt the snow.
- Contractor shall be provide all maintenance functions for the unit
- Environmental Permits (if required) will be a joint effort with the County and Contractor
- Erosion and Sediment Controls shall be provided by the Contractor and will be maintained during the course of use of equipment. All material will be disposed of in accordance with Virginia Department of Environmental Quality / Environmental Protection Agency requirements.
- The County will provide a water source and hydrant meter for the equipment, it is the responsibility of the Contractor to provide a connection from a fire hydrant to the unit.
- Equipment shall have drip containment units to catch all containments. Containments will be disposed of per the manufacturer recommendations.

1. The Contractor may propose additional equipment within the same classes of equipment listed. The contractor shall make a list and note the type of equipment that is available.

1. **Other Requirements:**When using a chemical spreader, the truck shall have tail lights visible and not blocked by the spreader chute. The contractor shall be responsible for ensuring the spreader is working properly, that all warning signs are kept cleaned so they can be read easily, and that all warning lights are visible and operational at all times.

2. Chemical Spreaders on vehicles or equipment shall be equipment shall be equipped with a prismatic lens sign, mounted clearly and visible on the rear of the spreader which reads **KEEP BACK 100 FEET.**

3. The Contractor is responsible for providing cutting edges/blades for their plows. The contractor may be required to replace the plow blades and/or buckets at the direction of the County.
4. Each snow plow shall be capable of being turned manually or remotely so that snow may be windrowed or plowed to the left or right of the truck.
5. Contractor is responsible for the installation of prismatic lens sign, mounted clearly and visible on all sides of the snow melter which reads **KEEP BACK 100 FEET** and indicates **HOT**.
6. Contractor is responsible for the installation and protection devices from pedestrians and all other equipment from the snow melter. Prior to engaging the snow melter, these devices shall be checked by the County Representative, and necessary corrective actions shall be taken by the Contractor.
7. Contractor equipment and vehicles, including supervisor vehicles shall be equipped with amber lighting that is visible 360 degrees above equipment and additional lighting to provide sufficient operational lighting for the operator. Vehicle hazard lights and manufacturer supplied lighting on the standard equipped vehicle will not be acceptable. Minimum lighting shall be in accordance with the latest Virginia Work Area Protection Manual (VWPAM) latest standards and specifications.
8. All Contractor's vehicles used in performance of Work must have a current state inspection and registration from where the State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and Operators shall be in compliance with all applicable Department of Motor Vehicle, State and Federal regulations regarding the conditions, safety and operations of the requested vehicles.
9. The Contractor shall have the name of their company visible on at a minimum of two sides of the equipment or vehicles.
10. The Contractor shall be responsible for securing their equipment and materials at all times.
11. Contractor shall provide tire chains to vehicles and equipment when conditions require chains. The County Representative will provide direction to the Contractor when chains shall be used
12. The Contractor is required to clean all spills created by the vehicles or equipment.
13. If the Contractor gets stuck, the Contractor shall notify the County Representative immediately. The Contractor shall be solely responsible for freeing their equipment. Based on the operational status of the vehicle or equipment, it may be required that payment be withheld until at such time the vehicle or equipment is free and operational again.
14. If the Contractor breaks down, the contractor shall notify the County Representative immediately. The Contractor shall be solely responsible for repairing their vehicle or equipment should it break down. No payment will be authorized for that piece of vehicle or equipment until it is back in operating status. Payment will be made to only operational vehicles or equipment.
15. If the Contractor mismanages or misuses the Operators with hand tools or other equipment, the County Representative may correct the action as required. If the

action continues, no payment will be authorized for this time until the actions are corrected.

E. GPS Equipment to be furnished by the County:

The County reserves the right to install GPS/AVL technology on all equipment that is employed to work for the County.

1. The County will reimburse the Contractor at the mobilization rate as prepared by the Contractor and the County for the installation of the GPS devices.
2. The Contractor shall provide the vehicle or equipment at no cost to the County to correct the problems with the GPS/AVL systems. The County shall bear reasonable costs relating to the maintenance and upkeep of GPS/AVL systems. The County does not warrant any damage to vehicles or equipment from the installation and/or maintenance of the GPS/AVL installed.
3. The County reserves the right to change County-owned technology based systems furnished to the Contractor at any point during the contract.

F. Operator Requirements:

1. Operators shall possess the knowledge, skills, and abilities to: perform their assigned tasks using their assigned vehicles or equipment and to follow the practices and methods of snow removal by the County.
2. Operators must be of eighteen (18) years of age for non-mechanical equipment and over twenty-one (21) for operating vehicles or equipment. No minors are allowed to work for the County.
3. The Contractor shall provide experienced, licensed Operators, to include relief Operators to ensure a continuous twenty-four (24) hour operation as directed by the County. Operators must be properly licensed and adhere to all applicable Federal and State Motor Vehicle laws and regulations.
4. The Contractor shall provide properly licensed Commercial Driver's Licensed (CDL) (<https://www.dmv.virginia.gov/webdoc/pdf/dmv109.pdf>) as required per the vehicle or equipment in operation. Failure to comply, will result in the immediate removal of the operator and the Contractor from the job. The Contractor will be held at fault for any damage or liability that has occurred.
5. Commercial Driver's licensed equipment and large equipment that requires pre-trip and post-trip inspections per motor carrier regulations shall be kept by the Contractor.
6. The Contractor shall ensure their Operators are instructed to use caution when plowing around County assets (guardrails, parking lots, walls, shoulders, etc.), and Resident assets (fences, mailboxes, vehicles, etc.). Damage caused by the Contractor will be at the Contractor's sole expense.
7. Operators will be able to clearly understand and communicate in English to ensure overall safety of the traveling public. Operators must be capable of understanding instructions in English for safe and effective operations.
8. Operators shall know how to safely operate all of their equipment. The operator shall know how to control the functions of their snow equipment or vehicle effectively.

9. The operator shall immediately notify the Contractors Representative immediately if any breakdowns or problems arise.
10. The Contractor shall not work any operator more than 12 hours in any 24 hour period. The Contractor shall ensure that there are licensed relief Operators available for the remaining 24 hour period. The operator shall not work for any other entity during the 12 hour rest period.
11. The Contractor and/or operator shall not create any hazardous conditions.
12. The County reserves the right to immediately remove and operator from an assignment if, in determination of the Project Officer, the operator does not appear to have the skills necessary to adequately perform the work. The Contractor shall provide a substitute operator within four (4) hours of the notice that the Operator has failed to perform satisfactorily. If no substitute operator is provided this may result in the termination of the work assignment, and another contractor may be contacted.

G. Supervisor Requirements:

1. The Contractor shall provide one (1) Supervisor, per shift, with a pickup truck or SUV vehicle, mobile phone and means of communicating with the contract Operators and County Representatives. A Supervisor may only supervise a maximum of 60 operators at each location and/or activity. A separate Contract supervisor may be required for each activity as follows when the Contractor is activated:
 - a. Roads & Bridges
 - b. Sidewalks
 - c. Hauling
 - d. Wastewater Treatment Plant & Pumping Stations
 - e. Facilities
 - f. Bus Stops & Shelters
 - g. Parking Garage
 - h. Driveways
 - i. Trails and Parks
2. Supervisors shall be responsible for completing the Sign In/Out sheet for each operator at each respective location and reporting to the County Representative prior to each 12 hour shift. The Sign In/Out sheet will document the equipment, employees and supervisors reporting. A copy of the Sign-In/Out sheet completed shall be submitted with all invoices to the County. A copy of the Sign In/Out sheet shall be kept onsite with each County Representative at a designated location during the shift.
3. Supervisors shall ensure their snow equipment is efficient and effective. The Supervisor shall immediately report any deficiencies and breakdowns/inoperable equipment to the County Representative.
4. Supervisors are to relay information from the County Representative to their Operators. This will describe actions that need to be taken throughout the course of snow removal operations.

5. Supervisors shall ensure that each Operator has the necessary equipment to do their assigned duties and know their assigned routes.
6. Supervisors shall patrol their Operators and inspect the work completed by the Operators. Direction shall be given to the Operators on corrective actions if the snow has not been cleared per direction of the Contract Officer.
7. Supervisors must be able to effectively communicate with County Representative(s) and the Operators in English. If needed, the Supervisor must be able to communicate to the operator in other languages to clearly and effectively communicate with that operator.
8. The Supervisor cannot serve as the mechanic to keep the Contractor's equipment operational. The Supervisor cannot operate any vehicle or equipment except as stated within this subsection.
9. The County reserves the right to immediately remove a supervisor from an assignment if, in the opinion of the Representative(s), the supervisor does not appear to have the skills necessary to adequately perform the work. The Contractor shall provide a substitute operator within four (4) hours of the notice that the supervisor has failed to perform satisfactorily. If no substitute supervisor is provided this may result in the termination of the work assignment, and another contractor may be contacted.
10. The Supervisor is responsible for all Operators for their safety as stated throughout the document.

H. Mobilization and Work Response Requirements:

1. Mobilization

The County Representative for each location will determine the mobilization level for each snow event. The mobilization is based on weather forecasting and will determine the equipment need for each snow event. The Contractor shall be prepared to provide equipment required based on the request and their submission of equipment.

Due to unpredictable nature of snow and ice weather events, the Contractor shall be prepared to supplement or withdraw equipment as directed by the Representative(s). Mobilization of equipment will be determined by the Representative(s) and can be changed for any reason.

2. Work Response Requirements:

- The Contract Officer will contact the Contractor listed within the contract as notification for equipment and Operators. The Contractor is required to provide an up to date list to the County on an annual basis (date of signed contract) and/or when the equipment is no longer available.
- The County will provide as much advance notice as possible to the Contractor for snow events. The Contractor is expected to report to their assigned location within a two (2) hour time frame of the notice, or as mutually agreed upon between the Contractor and Representative.
- If the contractor is unable to provide equipment within the two (2) hour time frame, the County reserves the right to provide additional time on a case by case basis.

- If the contractor fails to report and/or is unable to complete the assignment, this can be considered a breach of contract and prior to the next mobilization a determination on the Contractor status will be made by the County.
- The Contract Supervisor shall maintain all Sign In/Out sheets at designated locations within the County. The Contract Supervisor will work with the Representative(s) on the mobilization, status of equipment, assignments, material usage and release of Contractor equipment and Operators.

k. Materials/Chemical Supplies:

1. The County will supply all sodium chloride, sand and/or other material for the Roads, Bridges, Sidewalks. The County will load the sodium chloride, sand and/or other material onto Contractor equipment.
2. The County will supply liquid sodium chloride brine, other chemicals and brines for the Roads and Bridges.
3. The Contractor will supply all other areas with sodium chloride, magnesium chloride sand and/or other material for all other sites as specified by the Representative(s). Specific materials may be required based on Environmental Regulations, specialty areas (Parking Garage , libraries, courthouse) for concrete/brick and/or as required by the Stormwater Pollution Prevention criteria.
4. The County may request the Contractor to haul and/or purchase materials for storage onsite at County property/facilities.
5. Materials purchased by the Contractor shall have no surcharge. Only the amount of material used will be invoiced to the County.
6. Materials purchased by the Contractor, it will be the responsibility for the Contractor to store these materials off site.
7. The Contractor shall spread material as necessary and as directed by the Representative(s). Use of all materials will be monitored to provide for a safe and passable way and to ensure that over – or under-application is not occurring.

l. General Contract Requirements:

1. The Contractor will only begin reimbursable expenses once all of the material, Operators and vehicles and equipment have arrived onsite.
2. The Contractor is expected to provide the same level of snow operations that the County provides with its own forces.
3. The Contractor will remain under the supervision of the County Representative(s) until indicated. This period will vary and will be dependent on

each snow/ice storm event. If the contractor fails to provide service throughout the event with enough staffing and equipment, this may be a grounds for termination.

4. The Contractor will complete the snow removal as described per location and/or as directed by the Contract Officer.
5. The Contractor may provide a mechanic, at cost to the County, who will be available on call during snow operations. The mechanic shall keep the Contractors equipment operational, with minimal down-time during break downs. The mechanic must be able to respond within two (2) hours of a vehicle break down.
6. Prior to the acceptance of the contract, and at each renewal year, prior to October 15th of each year, the Contractor shall provide emergency contact information to the County. If during the snow season this contact information should change, the County Representative shall be notified immediately.
7. At the conclusion of the snow event, the Contractor shall demonstrate that all assigned areas are cleared and work was performed as instructed and specified within the contract. Any deficiencies shall be promptly correct by the Contractor before final acceptance by the County.
8. The County has zero tolerance for all acts of violence in the workplace or work location. The County will not tolerate any behavior by a contractor, former contractor, subcontractor, or any other person, which poses a threat to the safety and security of any County employee while performing work.
9. The Contractor(s) shall commit operator(s) and equipment to the County. If the County does not utilize the contracted equipment for a particular storm, the operators and /or equipment may be released to other agencies.
10. The Contractor(s) shall in no way accept monetary and/or gifts from residents and/or business within the County to do “side work” while performing snow operations.

J. Additional Users/Equipment Assignments:

Contract awards are on behalf of Arlington County. This contract may be utilized by the County Officer to support snow removal within any portion of the County as deemed necessary. Prior to any additional snow removal other than what is specifically listed, authorization will be directed by the County Representative.

Once the Contractor has been released by the County, the Contractor may be offered additional work within the County and/or released. The county reserves the right to add and or withdraw equipment outside of this contract with emergency contracts as necessary to fulfill the snow removal needs of the County.

K. Mobilization and Payment:

1. Mobilization if offered in this Agreement is designed to offset the cost associated with, but not limited to, equipment, training, picking up or dropping off equipment and any work involved in the preparation of this Agreement. Prior to December 31st, Arlington County will authorize payment in the amount of 50% of the mobilization rate for each piece of accepted equipment (only for those pieces as listed in the mobilization rate class that the Contractor has bid on) according to the mobilization rate listed (see bullet #2) , provided all of the following criteria have been met and documented:
 - a. A completed signed copy of the Agreement and all completed Attachments is submitted by the Contractor by the date set forth as the Deadline on the Cover Page submitted by the Contractor.
 - b. Certificate of Insurance with required coverage and endorsement submitted by September 30, 2016.
 - c. Contractor picked up Arlington County issued machinery or devices no later than date established by the Arlington County location.

2. Mobilization Rate for Classes of Equipment – Rate Schedule

<u>Class</u>	<u>Equipment Class</u>	Mobilization Rate for Each Piece of Equipment (One time cost to be paid in 2 parts)
Class 1 w/Operator	Small Dump Truck w/ Deicing Tank Small Dump Truck w/ Plow Only w/Operator Small Dump Truck w/ V-Box and Plow w/Operator	\$ 150
Class 2 w/Operator	Medium Dump Truck w/ Deicing Tank Medium Dump Truck w/ Plow Only w/Operator Medium Dump Truck w/ V-Box and Plow w/Operator	\$ 200
Class 3 w/Operator	Tandem Dump Truck w/ Deicing Tank Tandem Dump Truck w/ Plow Only w/Operator Tandem Dump Truck w/ V-Box and Plow w/Operator	\$ 250
Class 4 Operator Operator	Rubber Tire Loader w/ Bucket and Rubber Tire Loader w/ snow plow attachment and	\$ 300

Backhoe w/bucket and Operator
Backhoe w/snow plow and Operator
Snow Melter

3. The remaining 50% of the mobilization rate will be paid for each piece of equipment according to the mobilization rate listed on the Rate Schedule (see above) provided all of the following criteria have been met and documented:
 - a. No Vendor Complaint forms were issued against the Contractor.
 - b. Required insurance was received and maintained during the term of the Agreement.
 - c. Contractor did not remove Arlington County installed machinery or devices.
 - d. Returned all Arlington County owned issued machinery or devices in the condition received, less normal wear and tear by April 14, 2017. (*If applicable*)
 - f. Contractor complied with all Terms and Conditions of the Agreement during the Agreement Term

3. SAFETY

A. General Information

1. No Bidder shall bid on a County project who has been the subject of citations for the type and violations within the scope of the ITB, which have become final within three (3) years prior to the submission.

The Bidder may include a description of the events, causes of the event, and findings. Also an action plan on how the teach event was remedied by the Contractor. This information will be reviewed at when the bids are reviewed.

2. Eligibility of the safety records Bidder will be reviewed along with the contract pricing shall include, but is not limited to:
 - a. Corrective action taken by a Bidder to prevent the reoccurrence of safety violations.
 - b. Days away from work incident rate for the past five three (3) years.
 - c. Summary of work-related injuries and illness/incident rate for the past three (3) years.
 - d. Works compensation experience modification rating for the past three (3) years.

- e. Fatality record for the past five (5) years.
 - f. Detailed information regarding the firm's safety program including but not limited to a Safety and Health plan and qualifications of safety personnel.
 - g. Verification that management staff directly in charge of projects that experienced safety violations listed will not be involved with county projects.
 - h. Incorporation of safety and health related issues into their new employee orientation programs.
 - i. Incorporation of work safety as part of an employee's performance evaluation.
 - j. Support of safety related matters by senior/corporate management. Does the firm have a safety policy or statement signed by a member of senior/corporate management?
 - k. Designation of a full time Safety Manager. Does this person report to a high level, authoritative position within the company?
 - l. Frequency and type of safety inspections conducted at work sites.
 - m. The number and type of safety training programs conducted for employees.
 - n. Frequency of safety "tailgate meetings" conducted by the firm.
 - o. Designation of an active safety committee, frequency of their meetings and list of members of the committee.
 - p. Active membership in a recognized safety organization in their geographic area.
3. It shall be a condition of each County contractor, as discussed above that no contractor and/or subcontractor contracting for any part of the contract work shall require laborer, mechanic, or other person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to his/her safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.
 4. Contractors working at the Waste Water Treatment Facility or at the remote lift stations must abide by the Waste Water Treatment Facility Contractor Safety Standards.

B. Personal Protection Equipment (PPE)

All Contractor Operators, supervisors and other staff onsite shall wear equipment designed to protect the wearer from hazards to the eyes, face, hands, head, feet, ears and extremities. PPE includes special clothing, work accessories or equipment designed to protect employees from work place hazards.

1. All Operators and Supervisors shall wear reflective clothing, which includes a Class III high visibility vest, pants (if at night), jacket or coveralls, and have reflective stripes on hard hats. Reflective garments shall be in accordance with *The American National Standard for High-Visibility Safety Apparel and Headgear* and the latest edition of the *Manual on Uniform Traffic Control*

Devices and Federal Regulations (23 CFR Part 634). Permitted garment colors are: fluorescent yellow-green, orange-red and red.

2. Each Operator and Supervisor are required to correctly wear or use the PPE as defined by the hazard assessment for their work environment. It is also an individual responsibility to notify supervisory personnel of equipment failure, malfunction or the need to replace equipment.
3. It is the Supervisor's responsibility to provide appropriate PPE for those who require this equipment, to insure that affected employees are effectively trained to use and care for the equipment and to monitor and enforcement appropriate usage of the equipment.

C. Safety Index

When Incidents and Accidents do occur on the jobsite, the contractor shall notify the Contract Officer immediately. If lifesaving is required and/or there are injuries, the first call is to 911 then to the County.

All Incidents and Accidents shall be reported to the Representative(s) using the following form, and shall be submitted to them within twenty-four (24) hours of the occurrence of the subject accident.

D. Contractor Incident and Accident Form

To be completed and returned when an accident occurs while working for Arlington County.

Contractor Incident and Accident Form

Incident Classification:Injury/Illness Property Damage Near Miss Environmental Incident Other **Injuries:**Contractor Employee County Employees General Public Fataality/Multiple Hospitalization Medial Only First Aid Other

Date of Incident:

Time of Incident:

Contrator's Supervisor Full Contact Information:

Location of Incident:

Contrator's Employee Full Name:

Witness Name(s):

How did the Incident occur? *(Describe fully the events that resulted in the incident) (Use additional paper if necessary)*

4. EROSION AND SEDIMENT CONTROL AND STORMWATER MANAGEMENT

In accordance with Arlington County's Municipal Separate Storm Sewer System (MS4) permit, the County is required to maintain a Stormwater Pollution Prevention Plan (SWPPP) for high priority municipal facilities. The SWPPP provides information on best management practices (BMPs) and controls that will be implemented at the facility to prevent non-stormwater discharges and pollutant releases to the storm drain system and surface waters.

As a user of this/these facility (ies), you must comply with actions specified in the SWPPP that pertain to your use of the facility. Specifically, the following actions must be taken to ensure activities conducted at the facility do not cause the direct or indirect discharge or release of pollutants to the storm drain system. Individual SWPPP plans are found at each facility.

A. General:

All non-stormwater discharges to the County's storm drain system, which includes the curb and gutter as well as the underground pipe network, or any open watercourse must comply with the conditions of Section A.1.a.3 of the County's Virginia Stormwater Management Program, Municipal Separate Storm Sewer System (MS4) Permit. Examples of unauthorized non-stormwater discharges include but are not limited to, wash water, slurry runoff from saw cutting, discharges associated with vehicle, equipment, and/or material washing, concrete wash water, process water, waste water, leaks from portable lavatories, equipment, vehicles and/or waste receptacles. Only clear, uncontaminated stormwater discharges and/or permitted non-stormwater discharges (as specified in a Virginia Pollutant Discharge Elimination System (VPDES permit)) are allowed to be discharged to the storm drain system or surface waters.

1. All work must comply with the conditions of the County's MS4 permit as well as federal, state, and local laws, ordinances, and regulations.

2. Pollution Prevention / Non-stormwater Discharges

Unauthorized non-stormwater discharges are prohibited from entering the County's storm drain system or surface waters. A non-stormwater discharge is any discharge to the storm drain system or surface waters that is not composed entirely of stormwater or authorized under Arlington County's Virginia Stormwater Management Program (VSMP) Municipal Separate Storm Sewer System (MS4) permit, Section A.1.a.3. Examples of non-stormwater discharges and pollutant releases include wash water, slurry runoff from saw cutting, discharges associated with vehicle, equipment, and/or material washing, concrete wash water, process water, waste water, leaks from portable lavatories, equipment, vehicles and/or waste receptacles.

The Contractor shall implement pollution prevention measures and controls to prevent unauthorized non-stormwater discharges to the County's storm drain

system or surface waters. The Contractor shall ensure the pollution prevention practices outlined in the Arlington County Construction Standards and Specifications are implemented throughout the duration of the work / project.

3. Stormwater Pollution Prevention Plan (SWPPP)

When the work includes an approved SWPPP required under Chapter 60 of the County Code (land disturbance of at least 2,500 square feet), the Contractor shall strictly abide by this plan which includes: a Pollution Prevention (P2) Plan, an Erosion and Sediment Control (ESC) Plan, and a Stormwater Management Plan. If the Contractor proposes to deviate from this approved plan, it shall be the Contractor's responsibility to coordinate and obtain approval from the County Project Officer prior to implementing any changes.

The Contractor shall ensure the applicable actions and practices specified in the County's Pre-Storm Erosion and Sediment Control Checklist are implemented prior to storm events with predicted heavy and/or large volume rainfall to prevent sediment discharges from the work site to the storm drain system or surface waters.

4. Tree Protection

The Contractor shall ensure the specifications in the County's Tree Protection and Planting Standards are followed throughout the duration of the work.

B. Erosion and Sediment Control and Pollution Prevention:

1. The Contractor, prior to starting work, shall properly protect storm drains to prevent pollutants, waste materials, sediment, or non-stormwater discharges from entering the storm drain(s). Methods used for capturing / collecting discharges must be on site and operational prior to starting any work that will generate a non-stormwater discharge.

The Contractor shall implement and maintain inlet protection as specified in DES Construction Standards and Specs, VA E&SCH and/or approved Stormwater Pollution Prevention Plan. Controls, practices, and/or devices used for inlet protection must be monitored and maintained at all times.

2. The Contractor shall conduct dewatering operations in a manner to prevent sediment or other pollutants from discharging to the County's storm drain system, which includes the curb and gutter, or any surface water. Dewatering operations shall not create any erosion or flooding. Dewatering discharges that contain chemicals, hydrocarbons, or sewage shall not be discharged to the storm drain system.

The Contractor shall implement and maintain dewatering methods as specified in DES Construction Standards and Specs, VA E&SCH and/or approved Stormwater Pollution Prevention Plan. Controls, practices, and/or devices used for dewatering operations must be monitored and maintained at all times.

3. Per Erosion and Sediment Control General Note 6, the Contractor is responsible for the installation and maintenance of any additional erosion and sediment control (ESC) measures necessary to prevent erosion and sedimentation as determined by the County, including but not limited to perimeter controls, slope stabilization, and covering stockpiles. Erosion and sediment controls shall be modified as needed to ensure clear water is discharged from the site.

C. Pollution Prevention:

1. The Contractor shall collect, remove and legally dispose of all refuse, trash, litter, waste materials, and/or debris generated at the work site as frequently as necessary to prevent pollution releases from the site. Liquid waste must be properly contained prior to being placed into a waste receptacle to prevent leaking. The County, in its sole discretion, may require the Contractor to provide disposal tickets or other information sufficiently demonstrating legal disposal.
2. The Contractor shall contain, capture, collect and legally dispose of any unauthorized non-stormwater discharge(s), including but not limited to, saw cut slurry from saw cutting operations, concrete / asphalt wash water, waste water, and / or wash water from equipment, material, and/or vehicle washing.

A vacuum system shall be used to collect liquid waste / slurry generated from saw cutting operations to prevent a discharge to a storm drain or surface water. Collected slurry must be disposed of at a proper waste receiving facility (e.g. landfill, soil safe, waste water treatment plant, commercial dump pad).

Methods used for capturing / collecting unauthorized non-stormwater discharges must be on site and operational prior to starting any work that will generate a non-stormwater discharge.

3. The Contractor shall have contained wash out areas or containers for materials, including but not limited to concrete, asphalt, paint, grout, mortar, stucco, form release oil, curing compounds, and /or sealers.
4. The Contractor shall ensure waste receptacles and portable lavatories are not damaged and/or leaking.
5. The Contractor shall ensure spill clean-up materials (including but not limited to absorbent materials, spill pads, rags, booms, bags for waste disposal) and tools (including but not limited to shovels, brooms, containers, vacuums) are kept on the work site and accessible at all times. Spills and leaks shall be cleaned up as soon as discovered. Spills may not be washed into a street, storm drain, or surface waters.
6. The Contractor shall ensure that the County's procedures for disposing of chlorinated water are followed (DES Construction Standards and Specifications, Section 02550 L. Discharge of Chlorinated Water).

7. The Contractor shall not dump or dispose of anything in a storm drain, street, or stream that is not authorized under the County's VSMP MS4 permit or County Code Chapter 26-5 B and/or C.

D. Snow Melting:

Following significant snow storms, County may use a snow melter to melt large amounts of snow. Stockpiled snow may contain sediment, trash, hydrocarbons, organic debris, and may also contain some residual road salt. Once the snow has melted, residual sediment and debris left on the ground must be removed to the satisfaction of the Representative(s) and disposed of properly. When the snow melter is used, control practices must be taken to filter the discharged melt water to minimize pollutants (sediment, trash) from being discharged to the storm drain system.

The following actions are required by this protocol, unless not applicable to the specific work:

1. Only use snow melter when necessary in accordance with the County's Snow Plan (6-8" or more that will not melt in a day or two)
2. Check the melting tank every few hours during the operation for sediment and debris accumulation. Sediment and debris must be cleaned out of the melting tank to prevent these materials from being discharged to the storm drain system. Properly dispose of the debris.
3. Melted snow must be properly filtered prior to being discharged to the storm drain system. Filtering may be performed by using a large filter bag surrounded by hay bales. Alternatively, drain filter inserts / guards could be inserted into receiving storm drains to capture sediment, debris, and hydrocarbons. A combination or series of filtering devices may need to be deployed. Controls must be checked, cleaned out, replaced as needed, and removed after the operation is completed.
4. Clean up any sediment and debris left on the ground after melting operations have been completed.

E. Stormwater Pollution Prevention Checklist:

For every applicable project, the following actions are required by this protocol:

- Prevent non-stormwater discharges from entering a storm drain or surface waters.
- Protect / cover storm drains (use controls – booms, tarps, stone, sand bags, hay bales).
- Have a spill kit and clean-up materials stocked and readily accessible.
- Capture and collect wash water, concrete wash or slurry, asphalt slurry.
- Use filter bags when dewatering / pumping muddy water from excavations.
- Check equipment and vehicles regularly for leaks.
- Do not clean equipment, vehicles, or structures in an area where wash water could enter a storm drain.
- Do not hose down spills or debris in street or where wash water can go into a storm drain.
- Clean up site once work is completed (remove trash, debris, sediment).

II. CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 17-050-ITB-LW.

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 of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the "Contract" or the "Agreement".

2. SCOPE OF WORK

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

3. CONTRACT TERM

The Work shall commence on the date of the execution of the Agreement by the County, and shall be completed no later than October 31, 2017 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract prices for not more than four (4) additional twelve (12) month periods from November 1, 2017 to October 31, 2021 (each such period shall be referred to as "Subsequent Contract Term").

4. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County's Invitation to Bid No. 17-050-ITB at the prices provided in the bid of the Contractor.

5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENT

The Contract unit price(s) shall remain firm until October 31, 2017 ("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 sixty (60) days prior to the Price Adjustment Date. Requests for adjustment(s) to Contract unit price(s) for ensuing years shall not exceed the percentage of escalation / de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending in April of each year of the Contract.

Temporary price adjustments due to storms over 14" in depth or greater may occur. The Contractor must notify the County at a minimum of 24 hours in advance in writing prior to the storm beginning (first flake of snow reported by National Weather Service at Ronald Regan Airport). The price adjustment may be up to and not exceed 1.20% of the unit price provided. The price adjustment may last until twenty four (24) hours after the snow ceases at National Weather Service at Ronald Regan Airport. If the

Contractor does not request the additional costs prior to 24 hours before the storm, the Contractor will be paid at unadjusted rates.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth above, by the thirtieth (30th) calendar day prior to the Price Adjustment Date, the County may in its sole discretion terminate the Contract. The contract unit price(s) that changed as a result of this procedure shall become effective the day after the Price Adjustment Date and shall be binding on both parties for 12 months following the adjustment which shall be considered the new Price Adjustment Date.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

7. PROJECT STAFF

The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must 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 employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

8. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in the Scope of Work/Specifications of the solicitation and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

9. PAYMENT TERMS

Payment terms will be recorded by the County as Net forty five (45) days. The County will pay the Contractor within forty five (45) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices. Invoices shall be submitted in duplicate. Invoices shall include:

1. Sign In/Out Sheets
2. Locations of Work
3. Signatures
4. Detailed "break-down" invoice of Operators and vehicles or equipment

Invoices will only be paid to addresses on file with Arlington County and that match to the Contractor's invoice statement. Invoices are to be generated either every thirty (30) days and/or for each storm event, whichever is shorter time period.

Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire Work by the County.

10. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor 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 (7) calendar 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 shall accrue at the rate of one percent (1%) per month.

The Contractor shall 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.

11. NON-APPROPRIATION

All funds for 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. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

During the Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents, if so requested by the County. The County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or

services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract. Further, the items or services covered by this contract may be available or become available under other County contracts, and in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such another contract. Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this contract.

13. COUNTY PURCHASE ORDER REQUIREMENT

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

14. 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.

15. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration ("OSHA") requirements, both Federal and those of the Commonwealth of Virginia; and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

16. HAZARDOUS MATERIALS

Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets ("MSDS") required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such MSDS shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling that meets the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when MSDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. Any expenses incurred due to the refusal or rejection of MSDS are the responsibility of the Contractor. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials.

17. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record (“WSR”) and manifest. The Contractor shall supply the County Project Officer with the executed original Owner’s Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

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. 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.

20. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its Work pursuant to this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

21. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

22. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's 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 violations of 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 over \$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, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

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

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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 such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

25. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

26. INDEMNIFICATION

The Contractor covenants for itself, its employees, and 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" for purposes of this section) from and against any and all claims made by third parties or by the County for

any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, 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 work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

27. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

28. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any

person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

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

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

29. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

30. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, 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 offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, 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.

31. COUNTY EMPLOYEES

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

32. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside and beyond the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or

an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

33. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

34. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, 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, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

35. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

36. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

37. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

38. ASSIGNMENT

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

39. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

40. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

41. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. 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 sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court of law.

42. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

43. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

44. NONEXCLUSIVITY OF REMEDIES

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

45. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

46. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

47. 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.

48. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; AND CONFIDENTIAL INFORMATION;.

49. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

50. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

51. NOTICES

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

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

52. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

53. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (Service Contract Wage provisions, herein referred to as “Living Wage” provisions) are applicable to this Contract. Therefore, the Contractor shall comply with Section 4-103 of the Arlington County Purchasing Resolution, pertaining to service contract wages (referred to herein as “Living Wage” provisions), during the performance of this Contract. All employees of the Contractor or any of its subcontractors working on County-owned or County-occupied property shall be paid an hourly wage no less than the hourly Living Wage rate published on the County’s world-wide web site at the time of Contract execution.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

Within six (6) months of the Contractor’s failure to comply with the Living Wage provisions, an aggrieved employee of the Contractor may file a complaint with the County’s Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid any affected employee a wage rate less than that required under the Living Wage provisions, the Contractor shall be liable to the employee for the amount of unpaid wage, plus interest at the current judgment rate set under Virginia law. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint with the County’s Purchasing Agent, or takes any other action to enforce the requirements of this clause.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor shall:

1. Post the current wage rate, in English and Spanish, in a prominent place at its offices and each location where its employees perform services under this Contract (refer to Attachment A);
2. Provide, within five (5) days of an employee's request, a written statement of the then current required wage rate (using the same form provided in item 1) above;
3. Include the provisions of this clause in all subcontracts for work performed under this Contract; and
4. Submit to the Purchasing Agent, within five (5) working days of the end of each quarter, quarterly payroll reports, and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (refer to Attachment B). Include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

d. CONTRACTOR RECORD KEEPING

The Contractor shall keep and preserve records which show wages and benefits provided to each employee assigned to perform services under this Contract for a period of three (3) years after the expiration or earlier termination of this Contract. The Contractor shall permit the County's Purchasing Agent, or authorized representative, to examine and make copies of such records at reasonable times and without unreasonable interference with the business of the Contractor.

e. VIOLATIONS

Violation of this clause, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor from consideration for future awards of County contracts.

54. INSURANCE REQUIREMENTS

Prior to the execution of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the County Purchasing Agent evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of "A-VII", and as acceptable to the County. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below are adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. 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 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of \$1,000,000.
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.
- f. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification – All documentation and copies of endorsements required hereunder shall state this Contract's number and title.

i. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

The Contractor must disclose the amount of any deductible or self- insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the County Purchasing Agent immediately upon request by the County and/or prior to a subcontractor performing work related to this Contract.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and 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 contracted work.

The Contractor shall be 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 directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

III. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 17-050-ITB-LW

B I D F O R M

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

BIDS WILL BE OPENED AT 2:00 P.M., ON SEPTEMBER 13th, 2016

FOR PROVIDING SNOW REMOVAL SERVICES ON AS-NEEDED BASIS AT VARIOUS LOCATIONS THROUGHOUT ARLINGTON COUNTY, VIRGINIA PER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION:

MINIMUM QUALIFICATION REQUIREMENTS:

Bidders shall have a minimum of two (2) cycles/ years of snow removal experience with either private and/or municipalities in order to be considered responsible. Bidders shall attach a reference sheet to show this experience.

EQUIPMENT INVENTORY SUBMISSION REQUIREMENTS:

On a separate sheet of paper, for each piece of equipment to be utilized under this contract the Contractor shall provide in a table form:

- A. year
- B. make
- C. model
- D. identification number
- E. capacity
- F. general description of equipment

Non-motorized equipment just needs a general description and the number of Operators that are available.

The table shall include any rental equipment, subcontracted equipment and or leased equipment.

Bidders shall offer the minimum stated requirement type and quantity of equipment for each line bid. Bidders may bid on more than one line item providing the Bidder can simultaneously provide all of the required equipment for each line item bid.

BIDDER NAME _____

PRICING

Type of Equipment/Operators Required Locations

Item to be Used	Roads/Bridges/ Sidewalks	Hauling & Snow Melter	Wastewater Treatment Plant	Facilities	Bus Stops, Shelters & Facilities	Trades Center	Trails & Parks	Hourly Rate Work	Hourly Rate Standby	Moving Charge	Notice Required to Mobilize to a County location (Hours)	# of Units Available
	Equipment To be used											
1 Non Skilled Operator w/ Transportation	X			X	X	X	X					
2 Semi-Skilled Operator w/ Transportation	X			X	X	X	X					
3 Non Mechanized Hand Tool with Operator	X		X	X	X	X	X					
4 Walk behind Power Brush with Operator	X		X	X	X	X	X					
5 Walk behind Snow Blower with Operator	X		X	X	X	X	X					
6 Utility Work Machine with Operator (plow)			X	X	X	X	X					

Continued on next page

Type of Equipment/Operators Required Locations

Item to be Used	Roads/Bridges/	Hauling & Snow Melter	Wastewater Treatment	Facilities	Bus Stops, Shelters & Facilities	Trades Center	Trails & Parks	Hourly Rate	Hourly Rate Standby	Moving Charge	Notice Required (Hours)	# of Units Available
Equipment To be used (Continued)												
7 Utility Work Machine with Operator (brush)			X	X	X	X	X					
8 Utility Work Machine with Operator w/ 50 gallon Liquid Anti-Icing/De-icing tank			X	X	X	X	X					
9 Skid Steer w/bucket and Operator	X	X	X	X	X	X						
10 Skid Steer w/plow or brush and Operator			X	X	X	X						
11 Rubber Tire loader w/bucket and Operator	X	X	X	X	X	X						
12 Rubber Tire Loader w/snow plow attachment and Operator	X	X	X									

Continued on next page

Type of Equipment/Operators Required Locations

Item to be Used	Roads/Bridges/	Hauling & Snow Melter	Wastewater Treatment	Facilities	Bus Stops, Shelters &	Trades Center	Trails & Parks	Hourly Rate	Hourly Rate Standby	Moving Charge	Notice Required (Hours)	# of Units Available
Equipment To be used												
13 Backhoe w/bucket and Operator	X	X	X									
14 Backhoe w/snow plow and Operator	X		X									
15 Small Dump Truck (1 Ton) w/ V-Box and Plow w/ Operator	X		X	X		X	X					
16. Small Dump Truck (1 Ton) w/ plow only with Operator	X		X	X		X	X					
17 Small Dump Truck (1 Ton) w/ 200 gallon Liquid Anti-Icing/De-icing tank	X		X	X		X	X					
18 Medium Dump Truck w/plow only with Operator	X		X	X		X	X					
19 Medium Dump Truck w/ V-Box and Plow w/ Operator	X		X				X					
20 Medium Dump Truck w/ 750 gallon Liquid Anti-Icing/De-icing tank	X		X									
21 Tandem Dump Truck w/plow only with Operator	X		X	X		X	X					

Continued on next page

BIDDER NAME _____

Type of Equipment/Operators Required Locations

Item to be Used	Roads/Bridges/ Sidewalks	Hauling & Snow Melter	Wastewater Treatment Plant	Facilities	Bus Stops, Shelters & Facilities	Trades Center	Trails & Parks	Hourly Rate	Hourly Rate Standby	Moving Charge	Notice Required (Hours)	# of Units Available
Equipment To be used												
22 Tandem Dump Truck w/ V-Box and Plow w/ Operator	X											
23 Tandem Dump Truck w/ Operator	X	X										
24 Tandem Dump Truck w/ 1250 gallon Liquid Anti-Icing/De-icing tank	X											
25 Snow Melter w/Operator		X										
26 Supervisor	X	X	X	X	X	X	X					
27 Mechanic	X	X	X	X	X	X	X					

Continued on next page

BIDDERS'S SAFETY QUESTIONNAIRE

Listed below are questions to be used to determine the Bidder's overall safety operating profile.

Does your company have a designated safety manager?

_____ Yes _____ No

Does your company provide pre-employment drug screening for all field employees?

_____ Yes _____ No

Does your company check motor vehicle records for all Operators who operate company vehicles and/or equipment?

_____ Yes _____ No

Within the last two (2) years has your company received any final citations classified by OSHA or VOSH as being willful in Virginia?

_____ Yes _____ No

If so, how many citations: _____

Using your firm's OSHA 200/300 log and the formula below, determine your Incidence Rate for Total Recordable Cases for the three (3) most recent years of available data.

Incidence Rate for total recordable cases = $\frac{\text{Number of recordable incidents}}{200,000 \text{ Total hours worked by all employees during the calendar year}}$

Contractor	U.S. Industry	Scoring: 0 points for Rating < 0.75; 1 point for each 0.01 above 0.75 up to a maximum of 50 points (Rating 1.25). Points: _____
Year: _____ Rate: _____	Year: _____ Rate: _____	
Year: _____ Rate: _____	Year: _____ Rate: _____	
Year: _____ Rate: _____ Avg: _____	Year: _____ Rate: _____ Avg: _____	
Rating: (Contractor Avg. / Industry Avg.) = _____		

Last three available years; Contractor and Industry years do not need to reflect the same period.

U.S. Industry Rates are available on the Bureau of Labor Standards website: <http://data.bls.gov/IIRC/>

North American Industry Classification System Code (NAICS): _____

Note: If OSHA 200/300 logs are not maintained, please attach an explanation.

BIDDER NAME _____

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL ADDENDUMS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

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

BIDDER NAME _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

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

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

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

BIDDER NAME _____

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

NAME: _____

ADDRESS: _____

E-MAIL: _____

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

AUTHORIZED SIGNATURE: _____

PRINT NAME AND TITLE: _____

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

NAME (PRINTED): _____ TITLE: _____

E-MAIL ADDRESS: _____ TEL. NO.: _____

SUBMITTED BY: (LEGAL NAME OF ENTITY)					
ADDRESS:					
CITY/STATE/ZIP:					
TELEPHONE NO:			FACSIMILE NO.:		
<p style="text-align: center;">THIS FIRM IS A: • INSERT NAME OF STATE _____ ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP</p>					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:					
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED					
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?					
BIDDER STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER:

BIDDER NAME _____

REFERENCES

Bidders shall provide references for similar services provided by the Bidder within the past two (2) years.

REFERENCE No. 1

Company name:	
Contact name:	
Contact e-mail address:	
Contact phone number:	
Annual Contract value:	
Contract start/end dates:	

REFERENCE No. 2

Company name:	
Contact name:	
Contact e-mail address:	
Contact phone number:	
Annual Contract value:	
Contract start/end dates:	

REFERENCE No. 3

Company name:	
Contact name:	
Contact e-mail address:	
Contact phone number:	
Annual Contract value:	
Contract start/end dates:	

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (COG)
RIDER CLAUSE**

**PERTAINING TO THE USE OF CONTRACT(S) BY MEMBERS OF THE METROPOLITAN WASHINGTON COUNCIL
OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE**

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of a bidder's bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

Continued on next page

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES/NO JURISDICTION

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bladensburg, Maryland
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water and Sewer Authority
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools and Government, Virginia
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Leesburg, Virginia
- Loudoun County, Virginia
- Loudoun County Public Schools
- Loudoun County Sanitation Authority
- Manassas, Virginia
- City of Manassas Public Schools
- Manassas Park, Virginia
- Maryland-National Capital Park and Planning Commission

YES/NO JURISDICTION

- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery College
- Montgomery County, Maryland
- Montgomery County Public Schools
- OmniRide
- Prince George's County, Maryland
- Prince George's Public Schools
- Prince William County, Virginia
- Prince William County Public Schools
- Prince William County Service Authority
- Rockville, Maryland
- Spotsylvania County Schools
- Stafford County, Virginia
- Takoma Park, Maryland
- Upper Occoquan Sewage Authority
- Vienna, Virginia
- Virginia Railway Express
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Winchester, Virginia
- Winchester Public Schools

BIDDER'S LEGAL NAME:

DATE OF BID: _____

ATTACHMENT A

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN ARLINGTON COUNTY SERVICE CONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCCUPIED PROPERTY SHALL NOT BE LOWER THAN

\$14.50 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

FOR INFORMATION CONTACT:

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

AVISO de SALARIO MINIMO

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

\$14.50 POR HORA

REFERENCIA: SECCION 4-103, DE LA RESOLUCION DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON. (ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA MAS INFORMACIÓN SIRVASE LLAMAR A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFFICINA No 500
ARLINGTON, VA 22201

