

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

AGREEMENT NO. 560-15

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of execution by the County, between American Disposal Services, Inc., 10370 Central Park Drive, Manassas, VA 20110 ("Contractor") a Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The contract documents consist of this Agreement and Exhibit A (Scope of Work) (collectively, "Contract Documents").

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents, and the remaining Contract Documents shall be complementary to each other, and if there are any conflicts, the most stringent terms or provisions shall prevail.

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 below 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"). The primary purpose of the Work is to PROVIDE RESIDENTIAL SOLID WASTE 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 July 1, 2015, and shall be completed no later than June 30, 2023 ("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 authorize continued operations of the Contractor under the same contract unit prices for not more than two (2) additional twelve (12) month periods from July 1, 2023 to June 30, 2025. (Each such period shall be referred to as a "Subsequent Contract Term").

4. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, and Section 5 – Compensation to Contractor and to County, of Exhibit A to the Agreement for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement.

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U

The Contract Amount shall remain firm throughout the first year of the Initial Contract Term. Adjustments in the amount for ensuing years shall be made in accordance with Section 5 – Compensation to Contractor and to County of Exhibit A to the Agreement.

6. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

7. 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 Chief of the Arlington County Solid Waste Bureau in the Department of Environmental Services. 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.

8. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

9. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A 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.

Additional services agreed upon by the parties will be billed at the rates set forth in Section 5 – Compensation to Contractor and to County of Exhibit A to the Agreement unless otherwise agreed by the parties in writing.

10. REIMBURSABLE EXPENSES

No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the services described in this Contract.

11. LIQUIDATED DAMAGES

The County specifies that time and quality of the service is of the essence under this Contract. The County and the Contractor agree that damages for failure to complete the Work within timeframes, or with quality and attention to detail specified in the Scope of Work, are not susceptible to exact determination but that the schedule included in the Scope of Work is reasonable and in proportion to the actual loss that the County would suffer from such delay. Therefore, the Contractor shall pay the County on demand amounts specified in Section 4 – Liquidated Damages - of Exhibit A to the Agreement for each instance of non-performance or poor performance, as damages caused by such delay and not as a penalty. The County shall be entitled to deduct liquidated damages against any sums owed by the County to the Contractor under this Contract. The Contractor hereby waives any defense to the validity of any liquidated damages stated in this Agreement as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

12. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) 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) 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.

13. 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. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

14. 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.

15. 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.

16. SUPERVISION BY CONTRACTOR

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

17. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of 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, so that the provisions will be binding upon each subcontractor or vendor.

18. 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.

19. 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, 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.

20. 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 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 this Contract.

21. WARRANTY

The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

22. UNSATISFACTORY WORK

If any of the work done, or material 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 or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material 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. 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.

23. 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, 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.

24. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the County's 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.

25. 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.

26. 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.

27. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to 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 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 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 offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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, or an act of God beyond 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, 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 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 should be avoided;
- 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 agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

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

This Contract shall not be amended 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, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted 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.

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 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; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; 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 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 to 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:

Kevin Edwards
American Disposal Services, Inc.
10370 Central Park Drive
Manassas, VA 20110

TO THE COUNTY:

County Project Officer
Allison Lohrenz, Senior Contracts Manager
Arlington County Solid Waste Bureau
4300 29th Street, S.
Arlington, Virginia 22206

AND

Michael Bevis, County 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. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- 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. Evidence of Contractual Liability coverage shall be typed on the certificate.
- C. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- D. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insured on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

- E. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. 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 replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- F. 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.
- G. Contract Identification - The insurance certificate shall state this Contract's number and title.

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 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' certificates of insurance to the County immediately upon request by the County.

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 and the alternative coverages are submitted to and acceptable to the County. The

Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

54. PERFORMANCE BOND

A fully completed and properly executed original Performance Bond for a minimum amount of \$300,000 will be required of the Contractor to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Performance Bond shall be renewable annually in the original amount for the duration of the Contract Term.

55. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other third party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>.

56. SERVICE CONTRACT WAGE REQUIREMENTS

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 website at the time of Contract execution. Effective July 1st of each year of the Contract, the wages of employees of the Contractor and any of its subcontractors shall be adjusted to correspond to any adjusted Living Wage rate posted on the County's website.

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, then 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.

Additional Compliance Requirements - At all times during the term of the Contract, the Contractor shall:

- A. 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 (Attachment E in Section X. of this RFP);
- B. 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 A above);
- C. Include the provisions of this clause in all subcontracts for work performed under this Contract; and
- D. 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 (Attachment FE in Section X. of this RFP). 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.

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.

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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AMERICAN DISPOSAL SERVICES, INC.

AUTHORIZED
SIGNATURE: _____



NAME: MICHAEL E. BEVIS

TITLE: PURCHASING AGENT

DATE: _____

9/4/15

AUTHORIZED
SIGNATURE: _____



NAME: _____

KEVIN COLARAS

TITLE: _____

GENERAL MANAGER

DATE: _____

6.10.15

AGREEMENT NO. 560-15

EXHIBIT A

SCOPE OF WORK

TABLE OF CONTENTS

SECTION 1 — SPECIFICATIONS	4
1.1 SERVICE AREA	4
1.2 REFUSE COLLECTION	4
1.3 SINGLE-STREAM RECYCLABLES COLLECTION	5
1.4 ELECTRONIC WASTE COLLECTION	6
1.5 SCRAP METAL COLLECTION	7
1.6 YARD WASTE COLLECTION	8
1.7 COMMINGLED ORGANIC WASTE COLLECTION	9
1.8 CART MAINTENANCE AND MANAGEMENT	10
1.9 VEHICLES	13
1.10 GPS TRACKING OF VEHICLES	14
1.11 RFID HARDWARE AND SOFTWARE	15
1.12 NEW ORGANICS CART PURCHASE AND DISTRIBUTION	16
1.13 CONTRACTOR'S EDUCATION AND OUTREACH SERVICES	17
SECTION 2 — COMMUNICATION AND REPORTING	18
2.1 MEETINGS	18
2.2 INVOICES	18
2.3 REPORTS	18
2.4 NOTIFICATION TAG	20
2.5 BROCHURES	20
2.6 DECALS	20
SECTION 3 — MINIMUM PERFORMANCE STANDARDS	21
3.1 COLLECTION AND CART SERVICE SCHEDULE	21
3.2 COLLECTION & HANDLING OF REFUSE, RECYCLABLES, AND YARD/ORGANIC WASTE	21
3.3 TRANSPORTATION AND WEIGHING OF COLLECTED WASTE/MATERIALS	23
3.4 UNCOLLECTED WASTE/MATERIALS AND NOTIFICATION TAG	24
3.5 SERVICE DISRUPTIONS	25
3.6 CART PLACEMENT	26
3.7 CONTRACTOR'S PERSONNEL	26
3.8 CONTRACTOR'S BUSINESS OFFICE	27
3.9 CONTRACTOR'S CONTRACT REPRESENTATIVE AND CUSTOMER SERVICE MANAGER	27
3.10 CONTRACTOR'S FIELD SUPERVISOR	28
3.11 SERVICE ORDERS	28
3.12 MISSED COLLECTIONS	29
3.13 CUSTOMER COMPLAINTS	30
3.14 DAMAGE TO PUBLIC OR PRIVATE PROPERTY	30
3.15 SPILLAGE AND CLEAN UP ON ROUTE	31
3.16 SCAVENGING	31
3.17 CART REQUIREMENTS	32
SECTION 4 — LIQUIDATED DAMAGES	33
4.1 CART PLACEMENT, LOCATION	33
4.2 CART PLACEMENT, POSITION	33

4.3	CART SERVICES, DELIVERY TO NEW ACCOUNT	34
4.4	CART SERVICES, SERVICE ORDERS.....	34
4.5	CART SERVICES, CART PROVIDED.....	34
4.6	CART SERVICES, PROACTIVE REPAIR	34
4.7	CART SERVICE DATABASE RECORDS	34
4.8	CART SERVICE DATABASE, ACCESS BY COUNTY.....	34
4.9	COLLECTION AND HANDLING, METHOD	34
4.10	COLLECTION AND HANDLING, COMMINGLING WASTE TYPES	34
4.11	COLLECTION AND HANDLING, LIMITED TO SERVICE AREA	34
4.12	COLLECTION	34
4.13	COLLECTION AND HANDLING, IMPROPER DISPOSAL	34
4.14	COLLECTION SCHEDULE, START TIME.....	35
4.15	COLLECTION SCHEDULE, END TIME	35
4.16	COLLECTION SCHEDULE, NOTIFICATION OF DELAYS.....	35
4.17	CONTRACTOR PERSONNEL, MISCONDUCT.....	35
4.18	CONTRACTOR'S CONTRACT REPRESENTATIVE	35
4.19	CONTRACTOR'S FIELD SUPERVISOR, AVAILABILITY	35
4.20	CONTRACTOR'S FIELD SUPERVISOR, ABSENCE OR REPLACEMENT.....	35
4.21	CONTRACTOR'S FIELD SUPERVISOR, RESPONSE TIME	35
4.22	CUSTOMER COMPLAINTS, WRITTEN RESPONSE/RESOLUTION REQUIRED.....	35
4.23	DAMAGE TO PROPERTY, RESPONSIBILITY.....	35
4.24	DAMAGE TO PROPERTY, PRIVATE CONTAINER/CART	35
4.25	GPS TRACKING OF VEHICLES, DATA.....	36
4.26	GPS TRACKING SOFTWARE, ACCESS BY COUNTY	36
4.27	MISSED COLLECTIONS, COLLECTION OF.....	36
4.28	MISSED COLLECTIONS, SAME ADDRESS.....	36
4.29	MISSED COLLECTIONS, ADJACENT ADDRESSES	36
4.30	MISSED COLLECTIONS, 30 OR MORE HOUSEHOLDS	36
4.31	NOTIFICATION TAG, FAILURE TO LEAVE	36
4.32	NOTIFICATION TAG, PROCEDURES	36
4.33	RFID-EQUIPPED CART DATABASE.....	36
4.34	RFID-EQUIPPED CART DATABASE, ACCESS BY COUNTY.....	36
4.35	SCAVENGING	36
4.36	SERVICE ORDERS, RESPONSIBILITY FOR.....	37
4.37	SPILLAGE IN ROUTE	37
4.38	TRANSPORTATION OF COLLECTED WASTE/MATERIALS, DISPOSAL LOCATION.....	37
4.39	VEHICLES, RFID READERS	37
4.40	VEHICLES, GPS TRACKING UNITS.....	37
4.41	OTHER.....	37
SECTION 5 — COMPENSATION TO CONTRACTOR AND TO COUNTY		38
5.1	PRICE SCHEDULE	38
5.2	CONTRACT PRICE ADJUSTMENTS.....	39

SECTION 1 — SPECIFICATIONS

The Contractor shall be responsible for performing all Work as outlined herein and shall provide and furnish all materials, equipment, supplies, facilities, vehicles, labor, and supervision necessary to perform and complete all contracted services. The Contractor shall perform the Work described herein in accordance with the Contract and the Minimum Performance Standards specified in Section 3 of this Exhibit. The Contractor shall also provide the required reports and deliverables and perform other tasks as described in Section 2 of this Exhibit.

1.1 SERVICE AREA

The Contractor shall provide the services described in the Scope of Work to those addresses specified by the County, which shall consist of all single-family homes and duplex housing units, a limited number of townhouses, and a few non-profit organizations located within the County of Arlington, Virginia (“Service Area”). The Contractor shall also provide these services, if so requested by the County in writing, to residential single-family and duplex housing units located on military base Fort Myer in Arlington, Virginia. In addition, the Contractor shall provide on-demand electronic waste and scrap metal collection to the Arlington County Solid Waste Bureau.

The estimated number of households in the Service Area based on the County’s billing records is 33,133, of which the County estimates 3,100 are townhomes. The County and the Contractor agree that the number of households is subject to change due to construction, demolition, or transfers into or out the Service Area. Therefore, the Contractor must provide services to new households or discontinue services to existing households at the direction of the County at no additional cost to the County immediately upon notification by the County. For billing purposes, adjustments to the number of households shall be made annually in accordance with Section 5.2.2 of this Exhibit.

Normal collections shall occur on Monday through Friday. The Contractor shall provide collection services to each household in the Service Area on the day designated by the County for that address. The County’s current estimated count of the number of households serviced on each collection day is listed below:

Monday	Tuesday	Wednesday	Thursday	Friday	TOTAL
6,448	6,489	6,751	6,678	6,767	33,133

The Contractor may not change the day of collection for any address in the Service Area without the expressed written permission of the County, and in the event that the County approves such a request, the Contractor shall be responsible for notifying the affected households of the change and shall bear any costs associated with the notification. The form and timing of any such notice to the affected households shall be subject to review and approval by the County.

1.2 REFUSE COLLECTION

1.2.1 SERVICE REQUIREMENTS: The Contractor shall provide weekly residential curbside, backdoor, and limited access collection of an unlimited amount of refuse in wheeled carts, dedicated containers, bags, and

bundles, as well as bulky items that are too large to be placed in a trash cart (e.g., furniture, mattresses, tires). The Contractor shall collect refuse separately from single-stream recyclables, electronic waste, scrap metal, yard waste, and organic waste. By July 1, 2015, the County Project Officer will provide the Contractor with a written list of the County's acceptable and unacceptable materials and the requirements for residents' preparation and set-out for these materials (hereinafter "Collection Service Guidelines"). Additions or deletions to the Collection Service Guidelines shall be made at the sole discretion of the County. Any changes shall be provided to the Contractor in writing at least forty eight (48) hours prior to the changes becoming effective under the terms of this Contract. The County will pay the Contractor for Refuse Collection in accordance with Section 5.1.1 of this Exhibit.

1.2.2 REFUSE COLLECTED: The Contractor shall collect set-out refuse from each address specified by the County and on the day of the week specified by the County for each address. The Contractor shall collect all refuse that has been set out for collection in accordance with the Collection Service Guidelines. The Contractor shall not collect any refuse that has not been prepared or set out in accordance with the Collection Service Guidelines. For any refuse left uncollected, the Contractor shall inform the customer why the refuse was not collected by leaving the County-approved Notification Tag in accordance with Section 3.4.2 of this Exhibit.

1.2.3 DISPOSAL FACILITY: On each refuse collection day, The Contractor shall transport directly to and unload all collected refuse at the County's designated Primary Disposal Facility, Covanta Alexandria/Arlington Waste-to-Energy Facility located at 5301 Eisenhower Avenue in Alexandria, Virginia. All refuse disposal fees will be billed by the facility directly to the County. In the event of a service disruption at the Primary Facility, the County's designated Back-up Disposal Facility is Covanta Fairfax Waste-to-Energy Facility located at 9898 Furnace Road in Lorton, Virginia. The Contractor shall be responsible for notifying the County Project Officer and obtaining approval prior to using the designated Back-up Facility, and in the event that such notice is provided and approval received, the Contractor shall not be responsible for payment of disposal fees for refuse delivered by Contractor to the designated Back-up Facility. The County may change the status of the disposal facility from Primary to Back-up or vice versa or add or remove a facility from use at its sole discretion without an advance notice to the Contractor.

1.2.4 ALTERNATE FACILITY: If during the term of the Contract, the County designates a different facility than the Primary or Back-up Disposal Facilities identified above, then that Alternate Disposal Facility will be located within 20 miles of the corporate limits of the County. If the Alternate Facility is not located within 20 miles of the corporate limits of the County, then the County will consider a request by the Contractor for adjustment in the Contract unit price for refuse collection, which shall be subject to negotiation between the County and the Contractor. If these negotiations fail, then the Contract, or a portion thereof, shall be subject to cancellation by the County upon one hundred and eighty (180) calendar days' written notice. During the 180 day notice period the Contractor shall use the Primary or Back-up Disposal Facility, as designated by the County, if the Primary or Back-up Facilities are open and accepting County's waste during that period.

1.3 SINGLE-STREAM RECYCLABLES COLLECTION

1.3.1 SERVICE REQUIREMENTS: The Contractor shall provide weekly residential curbside, backdoor, and limited access collection of an unlimited amount of single-stream recyclables (i.e., commingled plastics, mixed paper, newspaper, cardboard, aluminum, metal cans, glass, etc.) in wheeled carts, dedicated containers, bags, and bundles, as well as bulky items that are too large to be placed in a recyclables cart (e.g.,

cardboard boxes). The Contractor shall collect single-stream recyclable materials separately from refuse, electronic waste, scrap metal, yard waste, and organic waste. The County will pay the Contractor for Single-Stream Recyclables Collection in accordance with Section 5.1.2 of this Exhibit.

1.3.2 RECYCLABLES COLLECTED: The Contractor shall collect set-out single-stream recyclables from each address specified by the County and on the day of the week specified by the County for each address. The Contractor shall collect all single-stream recyclables that have been set out for collection in accordance with the Collection Service Guidelines. The Contractor shall not collect any single-stream recyclables that have not been prepared or set out in accordance with the Collection Service Guidelines. For any recyclables left uncollected, the Contractor shall inform the customer why the recyclables were not collected by leaving the County-approved Notification Tag in accordance with Section 3.4.2 of this Exhibit.

1.3.3 RECYCLING FACILITY: On each single-stream recyclables collection day, the Contractor shall transport directly to and unload all collected single-stream recyclables at the County's designated Primary Recyclables Processing Facility, which is Recycle America located at 2801 Dorr Avenue in Fairfax, Virginia. Processing fees and rebates for recyclable materials taken to Recycle America shall be paid directly to the County. In the event of closure or a service disruption at the Primary Recyclables Processing Facility, the County shall designate a Back-up Recyclables Processing Facility within 30 miles of the corporate limits of the County. The Contractor shall be responsible for notifying the County Project Officer of a need for using a Back-up Facility, and obtaining the name of the designated Back-Up Facility from the County.

1.3.4 ALTERNATE FACILITY: If during the term of the Contract, the County designates a different facility from the Primary Facility identified above, then that Alternate Recyclables Processing Facility will be located within 30 miles of the corporate limits of the County. If the Alternate Facility is not located within 30 miles of the corporate limits of the County, then the County will consider a request by the Contractor for adjustment in the Contract unit price for recyclables collection, which shall be subject to negotiation between the County and the Contractor. If these negotiations fail, then the Contract, or a portion thereof, at the sole discretion of the County, shall be subject to cancellation by the County upon one hundred and eighty (180) calendar days written notice. During the 180 day notice period the Contractor shall use the Primary Facility, if the Primary Facility is open and accepting County's waste during that period.

1.4 ELECTRONIC WASTE COLLECTION

1.4.1 SERVICE REQUIREMENTS: The Contractor shall provide, on the same days as refuse collection, on-demand residential curbside, backdoor, and limited access collection of an unlimited amount of electronic waste. The Contractor shall collect electronic waste separately from refuse, single-stream recyclables, yard waste, and organic waste. Electronic waste may be collected in the same collection vehicle as scrap metal but shall not be commingled. The County will pay the Contractor for Electronic Waste Collection in accordance with Section 5.1.2 of this Exhibit.

1.4.2 COLLECTION POINTS: The Contractor shall collect electronic waste from the addresses specified in the County's web-based service order system or other replacement system implemented by the County. For each electronic waste service order, the Contractor shall, prior to collection, photograph each item set out for collection and attach the photo(s) to the service order for the respective address. The Contractor shall also include on each service order, a written description of the specific type and number of items collected at that address along with any other information required by the County.

1.4.3 ELECTRONIC WASTE COLLECTED: The Contractor shall collect all electronic waste that has been set out for collection in accordance with the Collection Service Guidelines. The Contractor shall not collect any electronic waste that has not been prepared or set out in accordance with the Collection Service Guidelines. For any electronic waste left uncollected, the Contractor shall inform the customer why the electronic waste was not collected by leaving the County-approved Notification Tag in accordance with Section 3.4.2 of this Exhibit and shall inform the County by indicating on the service order that no collection was made along with the date and time of attempted collection.

1.4.4 RECYCLING FACILITY: On each electronic waste collection day, the Contractor shall transport directly and unload all collected electronic waste at the Contractor's designated and County-approved Primary Electronic Waste Recycling Facility, Potomac eScrap located at 7917 Wellingford Drive in Manassas, Virginia. The Contractor shall designate a Back-up Electronic Waste Recycling Facility in the event of a service disruption at the Primary Facility, and shall be responsible for notifying the County Project Officer and obtaining approval prior to using the Back-up Facility. The Contractor's Back-up Facility shall have the accredited certification of Responsible Recycling Practices (R2).

1.4.5 FACILITY REQUIREMENTS AND FEES: The Contractor shall be responsible for any preparation, packaging, or bundling required by the Primary and Back-up Facilities and ensuring that all electronic waste delivered meets the facilities' requirements for acceptance. The Contractor shall also be responsible for payment of any fees charged by the Primary and Back-up Facilities and may retain any rebates for electronic waste that the Contractor delivers to the facilities.

1.5 SCRAP METAL COLLECTION

1.5.1 SERVICE REQUIREMENTS: The Contractor shall provide, on the same days as refuse collection, on-demand residential curbside, backdoor, and limited access collection of an unlimited amount of scrap metal, to include appliances. The Contractor shall collect scrap metal separately from refuse, single-stream recyclables, yard waste, and organic waste. Scrap metal may be collected in the same collection vehicle as electronic waste but shall not be commingled. The County will pay the Contractor for Scrap Metal Collection in accordance with Section 5.1.2 of this Exhibit.

1.5.2 COLLECTION POINTS: The Contractor shall collect scrap metal from the addresses specified in the County's web-based service order system or other replacement system implemented by the County. For each scrap metal service order, the Contractor shall, prior to collection, photograph each item set out for collection and attach the photo(s) to the service order for the respective address. The Contractor shall also include on each service order, a written description of the specific type and number of items collected at that address along with any other information required by the County.

1.5.3 SCRAP METAL COLLECTED: The Contractor shall collect all scrap metal, to include appliances, that has been set out for collection in accordance with the Collection Service Guidelines. The Contractor shall not collect any scrap metal that has not been prepared or set out in accordance with the Collection Service Guidelines. For any scrap metal left uncollected, the Contractor shall inform the customer why the scrap metal was not collected by leaving the County-approved Notification Tag in accordance with Section 3.4.2 of this Exhibit and shall inform the County by indicating on the service order that no collection was made along with the date and time of attempted collection.

1.5.4 RECYCLING FACILITY: On each scrap metal collection day, the Contractor shall transport directly and unload all collected scrap metal at the County's designated Primary Scrap Metal Recycling Facility, Joseph Smith & Sons dba Prince William Metal Recycling located at 7905 Notes Drive in Manassas, Virginia. All processing fees and rebates for scrap metal delivered by the Contractor will be billed by the facility directly to the County. In the event of a service disruption at the Primary Facility, the County's designated Back-up Metal Recycling Facility is Joseph Smith & Sons located at 2001 Kenilworth Avenue in Capitol Heights, Maryland, or other Joseph Smith & Sons facility approved by the County. The Contractor shall be responsible for notifying the County Project Officer and obtaining approval prior to using the designated Back-up Facility, and in the event that such notice is provided and approval received, the Contractor shall not be responsible for payment of processing fees and rebates for scrap metal delivered by Contractor to the designated Back-up Facility. The County may change the status of the recycling facility from Primary to Back-up or vice versa or add or remove a facility from use at its sole discretion without an advance notice to the Contractor.

1.5.5 FACILITY REQUIREMENTS: The Contractor shall be responsible for proper handling and preparation of the collected scrap metal and ensuring that all scrap metal delivered to the Primary and Back-up Facilities meets the facilities' requirements for acceptance, which shall include, but is not limited to, the lawful removal, collection, and disposal of any refrigerants in household appliances and other collected scrap metal items. The County shall retain any rebates for scrap metal that the Contractor delivers to the facilities.

1.5.6 ALTERNATE FACILITY: If during the term of the Contract, the County designates a different facility from the Primary or Back-up Scrap Metal Recycling Facilities identified above, then that Alternate Scrap Metal Recycling Facility will be located within 30 miles of the corporate limits of the County. If the Alternate Facility is not located within 30 miles of the corporate limits of the County, then the County will consider a request by the Contractor for adjustment in the Contract unit price for recyclables collection, which shall be subject to negotiation between the County and the Contractor. If these negotiations fail, then the Contract, or a portion thereof, at the County's sole discretion, shall be subject to cancellation by the County upon one hundred and eighty (180) calendar days written notice. During the 180 day notice period the Contractor shall use the Primary or Back-up Disposal Facility, as designated by the County, if the Primary or Back-up Facilities are open and accepting County's waste during that period.

1.6 YARD WASTE COLLECTION

1.6.1 START OF SERVICE: During the term of the Contract, the County may request in writing that the Contractor perform Yard Waste Collection. Within ninety (90) calendar days of receipt of notice by the County, or other timeframe agreed to by County and Contractor, the Contractor shall begin Yard Waste Collection services as described herein.

1.6.2 SERVICE REQUIREMENTS: The Contractor shall provide weekly residential curbside, backdoor, and limited access collection of an unlimited amount of yard waste in wheeled carts, dedicated containers, brown paper bags, and/or bundles. The Contractor shall collect yard waste separately from refuse, single-stream recyclables, electronic waste, and scrap metal. The County will pay the Contractor for Yard Waste Collection in accordance with Section 5.1.3 of this Exhibit.

1.6.3 YARD WASTE COLLECTED: The Contractor shall collect set-out yard waste from each address specified by the County and on the day of the week specified by the County. The Contractor shall collect all yard waste that has been set out for collection in accordance with the Collection Service Guidelines. The Contractor shall

not collect any yard waste that has not been prepared or set out in accordance with the Collection Service Guidelines. For any yard waste left uncollected, the Contractor shall inform the customer why the yard waste was not collected by leaving the County-approved Notification Tag in accordance with Section 3.4.2 of this Exhibit.

1.6.4 COMPOSTING FACILITY: On each yard waste collection day, the Contractor shall transport directly to and unload all collected yard waste at the County's designated Primary Composting Facility. During the months of November, December, January, February, and March, or as otherwise directed in writing by the County Project Officer, the Primary Composting Facility shall be the Solid Waste Bureau's Earth Products Recycling Yard located at 4300 29th Street South in Arlington, Virginia. During the months of April, May, June, July, August, September, and October, or as otherwise directed in writing by the County Project Officer, the Primary Recycling Facility shall be Loudoun Composting located at 44150 Wade Drive in Chantilly, Virginia. All yard waste disposal fees will be billed by the Primary facility directly to the County. In the event of a service disruption at the Primary Facilities, the County's designated Back-up Composting Facility is Balls Ford Road Compost Facility located at 13000 Balls Ford Road in Manassas, Virginia. The Contractor shall be responsible for notifying the County Project Officer and obtaining approval prior to using the designated Back-up Facility, and in the event that such notice is provided and approval received, the Contractor shall not be responsible for payment of disposal fees for yard waste delivered by Contractor to the designated Back-up Facility. The County may change the status of a composting facility from Primary to Back-up or vice versa or add or remove a facility from use at its sole discretion without an advance notice to the Contractor.

1.6.5 ALTERNATE FACILITY: If during the term of the Contract, the County designates a different facility from the Primary or Back-up Composting Facilities identified above, then that Alternate Composting Facility will be located within 30 miles of the corporate limits of the County. If the Alternate Facility is not located within 30 miles of the corporate limits of the County, then the County will consider a request by the Contractor for adjustment in the Contract unit price for yard waste collection, which shall be subject to negotiation between the County and the Contractor. If these negotiations fail, then the Contract, or a portion thereof, at the County's sole discretion, shall be subject to cancellation by the County upon one hundred and eighty (180) calendar days written notice. During the 180 day notice period the Contractor shall use the Primary or Back-up Composting Facility, as designated by the County, if the Primary or Back-up Facilities are open and accepting County's waste during that period.

1.7 COMMINGLED ORGANIC WASTE COLLECTION

1.7.1 START OF SERVICE: The County may request in writing that the Contractor perform Commingled Organic Waste Collection (i.e., yard waste, food waste, and food-soiled paper) in lieu of Yard Waste Collection (Section 1.6 above), in which case the County will provide the name and location of the Designated Composting Facility. Within thirty (30) calendar days of receiving written notice by the County of its desire to transition from Yard Waste Collection to Commingled Organic Waste Collection, the Contractor shall submit a detailed Commingled Organic Waste Transition and Collection Plan to the County for review and approval.

1.7.2 SERVICE REQUIREMENTS: Within sixty (60) calendar days of receipt of notice by the County of its desire to transition from Yard Waste Collection to Commingled Organic Waste Collection, or other timeframe agreed to by County and Contractor, the Contractor shall provide weekly residential curbside, backdoor, and limited access collection of an unlimited amount of commingled organic waste in wheeled carts, dedicated

containers, brown paper bags, and/or bundles. The Contractor shall collect commingled organic waste separately from refuse, single-stream recyclables, electronic waste, and scrap metal. The County will pay the Contractor for Commingled Organic Waste Collection in accordance with Section 5.1.4 of this Exhibit.

1.7.3 ORGANIC WASTE COLLECTED: The Contractor shall collect set-out commingled organic waste from each address specified by the County and on the day of the week specified by the County. The Contractor shall collect all commingled organic waste that has been set out for collection in accordance with the Collection Service Guidelines. The Contractor shall not collect any commingled organic waste that has not been prepared or set out in accordance with the Collection Service Guidelines. For any commingled organic waste left uncollected, the Contractor shall inform the customer why the commingled organic waste was not collected by leaving the County-approved Notification Tag in accordance with Section 3.4.2 of this Exhibit.

1.7.4 COMPOSTING FACILITY: On commingled organic waste collection day, the Contractor shall transport directly to and unload all collected commingled organic waste at the County's Designated Composting Facility, which will be located within 35 miles of the corporate limits of the County. All commingled organic waste disposal fees will be billed by the facility directly to the County. In the event that the County's Designated Composting Facility is not located within 35 miles of the corporate limits of the County, then the County will consider a request by the Contractor for adjustment in the Contract unit price for commingled organic waste collection, which shall be subject to negotiation between the County and the Contractor. If these negotiations fail, then the Contract, or a portion thereof, at the County's sole discretion, shall be subject to cancellation by the County upon one hundred and eighty (180) calendar days written notice. During the 180 day notice period the Contractor shall use the County Designated Composting Facility, as designated by the County, if the Facility is open and accepting County's waste during that period.

1.8 CART MAINTENANCE AND MANAGEMENT

1.8.1 SERVICE REQUIREMENTS: The Contractor shall maintain and manage the County's entire cart inventory to include refuse, recyclables, and organics carts as described in the Contract. The County will pay the Contractor for Cart Services in accordance with Section 5.1.5 of this Exhibit, which includes the total cost for all carts, cart parts, database software, and associated goods and services as described herein, for the life of the Contract.

1.8.2 EXISTING CART INVENTORY: As part of the standard collection service, the County has provided each serviced household with at least one (1) refuse cart and one (1) recycling cart. The County's current refuse cart inventory consists of 96-gallon, 64-gallon, and 32-gallon capacity, wheeled, black refuse carts manufactured by Toter™. The 96-gallon refuse carts are being phased out and replaced as needed with the 64-gallon refuse carts. The County's current single-stream recyclables carts consist of 65-gallon and 35-gallon, wheeled, blue carts manufactured by Rehrig Pacific. Households are allowed to request up to two (2) additional carts, for a total of three (3), of each cart type (e.g., refuse, recyclables). The County may also elect to request that the Contractor purchase and deliver new organics carts in accordance with Section 1.12 of this Exhibit.

1.8.3 ON-DEMAND CART SERVICES: The Contractor shall provide on-demand cart services to all existing and future households in the Service Area pursuant to this Contract to include cart assembly, delivery, exchange, cleaning, collection, maintenance, repair, and replacement in response to the County's service requests. Service requests will be transmitted electronically to the Contractor in the form of a County-issued cart

service order for each address. The Contractor shall perform on-demand cart services Monday through Friday of each week on the same day as that household's normal refuse collection day. The Contractor shall complete all County-issued cart service orders by no later than the customer's next collection day following the County's assignment of a service order to the Contractor; except that for cart deliveries to new accounts (such as new construction), the Contractor shall deliver a new, unused cart of the specified type and size to each new account by no later than the next business day following issuance of a service order by the County. The Contractor shall provide with each cart delivered to a new account, informational materials as specified by the County. The County will be responsible for providing any such materials to the Contractor.

1.8.4 CARTS PROVIDED BY CONTRACTOR: Any cart delivered, exchanged, repaired, or replaced by the Contractor shall be of the type (i.e., refuse, recyclables, organics) and size specified by the County in the service order; no substitutions as to type or size shall be allowed. The types and sizes of carts that shall be provided by the Contractor pursuant to contracted cart services shall be limited to:

- A. 64-gallon and 32-gallon, black, wheeled carts manufactured by Toter™ for refuse;
- B. 64-gallon and 32-gallon, blue, wheeled carts manufactured by Toter™ for recyclables; and
- C. 64-gallon and 32-gallon, green, wheeled carts manufactured by Toter™ for organic waste.

Upon request, the Contractor shall provide each household with up to two (2) additional carts, for a total of three (3) of each cart type (i.e., refuse, recyclables, and/or organics).

The cart specifications for all carts provided by the Contractor shall be in accordance with Section 3.17 of this Exhibit and shall be approved by the County in writing prior to Contractor's purchase at any time during the life of the Contract.

The County will own all carts and cart parts upon delivery by the Contractor to a household. All carts and cart parts scrapped or discarded by the Contractor shall be the property of the Contractor.

1.8.5 PROACTIVE CART MAINTENANCE: The Contractor shall proactively maintain all carts in good working order and shall ensure that cart bodies, lids, hinges, wheels, axels, and lift-bars are free of cracks, holes, and missing parts. The Contractor's collection crews shall note damaged carts and forward repair notices that same day to the Contractor's cart maintenance personnel; proactive cart repairs shall be completed by no later than the next collection day for the address. The Contractor may elect to make repairs in the field or may deliver the cart to the Contractor's service yard for repair, in which case a replacement cart shall be left in its place. The Contractor shall also be responsible for proactively ensuring that cart radio frequency identification (RFID) tags are functioning and shall replace any non-functioning RFID tags by cart replacement. The Contractor shall document all proactive cart repairs to the satisfaction of the County, which shall be either through the online service order system, the Contractor's cart maintenance database, or other method specified by the County.

1.8.6 CART DAMAGE BY CUSTOMER: In the event that a customer damages a cart through negligence or improper use (e.g., placement of hot ashes in the container causing it to melt), the Contractor shall notify the County Project Officer, in the format specified by the County, of that customer's address, description of the cart damage, and photograph(s) of the damage.

1.8.7 CART INVENTORY REQUIREMENTS: The Contractor shall be responsible for ordering, purchasing, assembling, and storing on its premises, all necessary carts and spare cart parts for contracted cart services.

The Contractor shall at all times maintain an adequate cart supply to meet all Contract requirements, which at a minimum shall consist of a cart and spare parts inventory for six (6) weeks of anticipated deliveries and service. The Contractor shall provide the County on a monthly basis with an inventory listing of all available spare carts. The County reserves the right to inspect, at any time during normal working hours and without notice, the Contractor's refuse cart inventory to ensure that spare carts and spare cart parts are maintained in accordance with the Contract.

1.8.8 CART DATABASE: The Contractor shall establish and maintain an accurate web-based, electronic cart database to track cart inventory and cart maintenance activities for the County's entire distributed cart inventory. The cart database shall have reporting and download capability for tracking at each address in the Service Area, at a minimum the following information: delivered cart types (i.e., refuse, recyclables, organics), cart size, cart serial numbers, cart RFID tag numbers, cart location by address, and cart delivery and maintenance history with service dates and descriptions. For Contractor-provided carts, the database shall also include the date of manufacture and date of delivery. The database shall be capable of providing reports online that show cart inventory and maintenance activities by address and can be downloaded in PDF and Excel format, or other format approved by the County. The Contractor shall provide training and technical assistance to the County as needed.

The Contractor-provided and County-approved web-based, electronic cart database software is Sonrai Systems; any deviations or changes from the Sonrai Systems cart software must be pre-approved by the County in writing. The Contractor shall ensure that each cart in the County's distributed cart inventory is included in the electronic cart database and is associated with a specific address by serial number and/or RFID tag. The Contractor shall be responsible for all initial data gathering and data entry required to populate the cart database with the existing cart inventory, which shall be completed by the Contractor within ninety (90) days from the Contract start date unless otherwise specified in writing by the County Project Officer.

The cart database shall be kept current, accurate, and updated by the Contractor on a daily basis to include, at a minimum: Contractor's initial cart deliveries, Contractor's cart deliveries to new and existing accounts, Contractor's cart exchanges, and Contractor's cart maintenance activities. For each cart delivered, replaced, or exchanged at any service address during the life of the Contract, the Contractor shall amend and update all associated cart information for that address accordingly.

1.8.9 COUNTY'S ACCESS TO CART DATABASE: The Contractor shall provide the County with access to the web-based, electronic cart database and unfiltered data, as well as reporting and download capability at all times. In the event of database failure, failure of the reporting functions, inaccurate information, filtering of data, inaccessibility by the County, or other such issue, the Contractor shall correct the problem within three (3) business days of a notification in writing from the County and shall provide written notice to the County when the problem has been corrected.

1.8.10 OWNERSHIP OF DATA UPON CONTRACT EXPIRATION OR TERMINATION: At the Contract's end, the Contractor shall provide the County with the complete, up-to-date electronic data from the cart database in a format approved by the County, which shall become the property of the County.

1.9 VEHICLES

1.9.1 REQUIRED VEHICLES: The Contractor shall at all times operate and maintain a sufficient number of Primary Vehicles and Spare Vehicles to perform one hundred percent (100%) of each day's collections within the designated timeframe, as well as maintain the level of performance described herein. The Contractor shall provide and dedicate for full-time use on the Contract, the following Primary Vehicles, at a minimum:

- A. Ten (10) rear-loading collection vehicles for collection of refuse and single-stream recyclable materials, each 25 to 28 cubic yards in capacity;
- B. One (1) box or stake body truck for collection of electronic waste and metal, as well as for use in provision of cart maintenance services;
- C. One (1) pick-up truck for use by the Field Supervisor; and
- D. In the event that the County requests collection of yard waste and/or commingled organic waste pursuant to Sections 1.6 and 1.7 of this Exhibit, respectively, the Contractor shall provide four (4) additional rear-loading collection vehicles, each 25 to 28 cubic yards in capacity.

The cost of purchase, installation, and maintenance of any vehicles, lift mechanisms, equipment, and/or supplies used by the Contractor in service of this Contract is the Contractor's sole responsibility.

1.9.2 VEHICLE AGE: No vehicle used in the performance of the Contract shall exceed ten (10) years of age at any time.

1.9.3 CNG FUEL REQUIRED: The Contractor shall use solely compressed natural gas (CNG) to fuel the fourteen (14) Primary Collection Vehicles referenced in Sections 1.9.1.A and 1.9.1.D of this Exhibit. The County prefers that the Contractor use alternative fuels, such as CNG or biodiesel, to fuel the one box/stake body truck and Supervisor's truck referenced in Sections 1.9.1.B and 1.9.1.C of this Exhibit, but such alternative fuels will not be a requirement for these two (2) vehicles.

1.9.4 SPARE VEHICLES: The Contractor shall have and maintain a sufficient number of operable Spare Vehicles dedicated to this Contract. In the event of a vehicle malfunction or breakdown that exceeds one (1) hour, the Contractor shall promptly dispatch and supply sufficient Spare Vehicle(s) to complete the Work in accordance with the terms of the Contract. The Contractor shall notify the County Project Officer by email or other method acceptable to the County within thirty (30) minutes of a vehicle malfunction or breakdown and/or the Contractor's dispatch of a Spare Vehicle(s).

1.9.5 CONFIGURATION AND CLEANLINESS: All collection vehicles shall have fully enclosed, watertight, steel bodies to prevent loss or spillage of the contents. Collection vehicles shall predominantly display in a contrasting color on each side of the vehicle and on the rear of the vehicle, a unique vehicle number, the size and color of which is subject to approval by the County Project Officer. The Contractor shall maintain all vehicles and associated equipment used in the performance of this Contract in a clean, sanitary, rust-free, and operable manner.

1.9.6 REGULATORY COMPLIANCE: All vehicles used by the Contractor in service of the Contract shall be in compliance with all Federal, State, and County laws and regulations, including, but not limited to, the permitting requirements of Chapter 10 of the Arlington County Code.

1.9.7 GPS TRACKING: All of Contractor's vehicles used in the performance of this Contract shall be GPS-equipped with hard-wired units that are permanently affixed to the vehicles and tracked by a real-time, web-based, GPS tracking system in accordance with Section 1.10 of this Exhibit, which shall be used by the County to track the locations and progress of the vehicles at all times when the vehicles are performing Work pursuant to the Contract.

1.9.8 CART-LIFTING MECHANISMS: All rear-loading collection vehicles shall be equipped with at least one (1) operable, hydraulic cart-lifting mechanism that is compatible with the County's cart inventory. The Contractor shall be responsible at all times for supplying and maintaining proper operation of all cart-lifting mechanisms used in service of this Contract. Any vehicle that does not have at least one (1) operable cart-lifting mechanism shall be considered disabled, and the Contractor shall promptly remove the disabled vehicle from service and replace it temporarily with a fully operable Spare Vehicle.

1.9.9 RFID: All of Contractor's collection vehicles used in the performance of this Contract shall be equipped with functioning RFID readers that are compatible with the County's RFID-equipped cart inventory, and all RFID data from each collection vehicle shall be downloaded on a daily basis and stored in a central database pursuant to Section 1.11 of this Exhibit.

1.9.10 TEMPORARY SIGNS WITH COUNTY PHONE NUMBER: At all times when Contractor's collection vehicles or cart service maintenance vehicles are in service performing Work under this Contract, each vehicle shall prominently display in a visible location two temporary signs, one on each side of the vehicle, that include the County's customer service number. These signs shall be removed by the Contractor whenever the vehicle is not in service under the Contract. The County will determine the size and form of the signs and shall provide the signs to the Contractor. The Contractor is responsible for informing the County Project Officer in the event that additional signs are needed. The County will provide a replacement set of signs not more than once per Contract year, and the Contractor shall reimburse the County the cost for any additional replacement signs beyond this once-per-year requirement. This requirement for temporary signs on collection vehicles may be waived on annual basis by the County Project Officer, but any such waiver shall be in writing and shall be valid for one (1) Contract year.

1.9.11 RIGHT TO INSPECT: The County shall have the right to stop and inspect any vehicles used by the Contractor in performance of this Contract for general mechanical and safety condition, required equipment and supplies, and adherence to the Contract. The County may conduct any such inspection at any time when the vehicles are in service in the County or during normal working hours at the Contractor's business establishment or vehicle storage location. The County shall also have the right to review vehicle maintenance records and any other related data and information pertaining to the vehicles used by the Contractor in performance of the Contract; the Contractor shall provide the requested records, data, and information to the County within two (2) business days of the County's request. Any vehicle deemed by the County to be in need of repair shall not be used in performance of the Contract until such repairs have been completed to the satisfaction of the County Project Officer.

1.10 GPS TRACKING OF VEHICLES

1.10.1 GLOBAL POSITIONING SYSTEM (GPS) HARDWARE: The Contractor shall provide and use GPS tracking for all collection vehicles used under this Contract, collecting such data, records, and information as is required by the County. Each of Contractor's Primary and Spare Vehicles used in the performance of this

Contract shall be equipped with permanently affixed, functioning GPS units; the vehicles so equipped shall include at a minimum: all collection vehicles, including box and stake body trucks; cart maintenance service vehicle(s); and the Field Supervisor's vehicle. The Contractor's costs for the GPS hardware described herein and its installation and maintenance are included in the Contractor's prices for collection.

1.10.2 GPS VEHICLE TRACKING SOFTWARE: Each of Contractor's vehicles equipped with GPS units pursuant to the paragraph above, shall be tracked by a real-time, web-based, GPS tracking system that accurately locates and tracks each vehicle with update intervals not to exceed thirty (30) seconds. The GPS tracking system shall be capable of being used by the County to track the locations and progress of all Contractor's vehicles at all times when the vehicles are present in the County and/or operating pursuant to the Contract. GPS tracking equipment and the associated software for all of Contractor's vehicles shall be functioning during all times that the vehicles are present in the County and/or operating pursuant to the Contract, including but not limited to, during breaks and delivery of loads to receiving facilities.

The Contractor-provided and County-approved web-based, GPS vehicle tracking software is Fleetmatics; any deviations or changes from the Fleetmatics software must be pre-approved by the County in writing. The Contractor shall ensure that each vehicle operating pursuant to the Contract is accurately tracked by the web-based software and visible to the County at all times. The Contractor's costs for the software and web access and related services described herein are included in the Contractor's prices for collection.

1.10.3 COUNTY ACCESS TO GPS VEHICLE TRACKING SOFTWARE: The Contractor shall at all times provide the County with free, unlimited, instantaneous internet access to the web-based GPS vehicle tracking system and all unfiltered data, records, and information, as well as any reporting features for all vehicles operating under the Contract. The Contractor shall provide technical assistance on use of the software as requested by the County. In the event of a hardware failure, database/system failure, failure of the reporting functions, inaccurate information, filtering of data, inaccessibility by the County, or other such issue, the Contractor shall correct the problem within three (3) business days upon notification by the County.

1.10.4 EXCEPTION TO GPS VEHICLE TRACKING REQUIREMENT: At no time shall the Contractor operate a Primary or Spare vehicle in the County pursuant to this Contract that is not tracked on the required web-based software and visible to the County, except with prior written permission of the County Project Officer. However, additional collection vehicles used temporarily by the Contractor to respond to a major disruption are not required to meet the GPS-equipment and tracking requirements described in this Section, but Contractor shall report all such vehicles in accordance with Section 2.3.3 of this Exhibit. The County Project Officer will make the determination as to what constitutes a major disruption, but such events may include severe inclement weather, natural disaster, or labor disruption.

1.11 RFID HARDWARE AND SOFTWARE

1.11.1 RFID READERS REQUIRED: Each of the Contractor's collection vehicles, including Primary and Spare vehicles, shall be equipped with a functioning RFID reader that is compatible with the County's RFID-equipped cart inventory. Every RFID-equipped cart emptied by Contractor shall be read by an RFID reader that shall record and store for each cart collection event, at a minimum: the collection vehicle number, cart type (i.e., refuse, recyclables, organics), time and date of collection, cart RFID tag number, and collection address. On a daily basis, the recorded data for all the RFID-equipped carts emptied by Contractor shall be transferred to and stored in a central RFID service verification database, which the Contractor shall provide

and maintain. The Contractor's costs for the RFID readers, database and associated software, web access, and related services described herein are included in the Contractor's prices for collection.

1.11.2 RFID SERVICE VERIFICATION DATABASE: The Contractor shall establish and maintain an accurate web-based, electronic RFID service verification database that shall include and be compatible with the County's entire RFID-equipped cart inventory. The RFID database shall provide real-time collection activity tracking and reporting by service address for the County's entire distributed residential RFID-equipped cart inventory. The RFID database shall have reporting and download capability for tracking at each address in the Service Area, at a minimum: collection vehicle number, date of collection, time of collection, cart type, cart size, cart RFID tag number, cart serial number, and collection address. For Contractor-provided carts the association between each cart's RFID Tag, Serial Number, and Bar Code shall be recorded at the manufacturing facility and provided to the Contractor by the manufacturer. The database shall be capable of providing reports online that show collection activities for RFID-equipped carts by address and can be downloaded in PDF and Excel format, or other format approved by the County. The Contractor shall provide training and technical assistance to the County as needed.

The Contractor-provided and County-approved web-based, RFID service verification database software is Sonrai Systems; any deviations or changes from the Sonrai Systems cart software must be pre-approved by the County in writing. The Contractor shall ensure that each RFID-equipped cart in the County's distributed cart inventory is included in the RFID database and is associated with a specific address by serial number and/or RFID tag. The Contractor shall be responsible for all initial data gathering and data entry required to populate the RFID database with the existing RFID-equipped cart inventory prior to the start of collection services under this Contract, unless otherwise specified in writing by the County Project Officer.

The Contractor shall ensure that the information contained in the RFID service verification database is accurate and updated on a daily basis. For each cart delivered, replaced, or exchanged at any service address during the life of the Contract, the Contractor shall amend and update all associated cart RFID information for that address accordingly.

1.11.3 COUNTY'S ACCESS TO RFID DATABASE: The Contractor shall provide the County with access to the web-based, electronic RFID database and unfiltered data, as well as reporting and download capability at all times. In the event of database failure, failure of the reporting functions, inaccurate information, filtering of data, inaccessibility by the County, or other such issue, the Contractor shall correct the problem within three (3) business days from notification in writing by the County and shall provide written notice to the County when the problem has been corrected.

1.11.4 OWNERSHIP OF DATA UPON CONTRACT EXPIRATION OR TERMINATION: Upon expiration of the Contract Term, or Contract Termination, the Contractor shall provide the County with the complete, up-to-date electronic data from the RFID service verification database, which shall become the property of the County.

1.12 NEW ORGANICS CART PURCHASE AND DISTRIBUTION

1.12.1 NEW ORGANICS CART REQUIREMENTS: The Contractor shall, as an initial distribution, provide and deliver to each address in the Service Area as specified by the County, one new, 64- or 32-gallon, wheeled cart manufactured by Toter™ that is suitable for collection of both yard waste and food waste (i.e., organic

waste). The cart specifications shall be in accordance with Section 3.17 of this Exhibit and shall be approved by the County in writing prior to Contractor's purchase. For the New Organics Cart Purchase and Distribution, the Contractor shall be responsible for cart purchase, assembly, temporary storage, distribution, and management of up to 35,000 carts at the County's request. The County will pay the Contractor for the New Organics Carts in accordance with Section 5.1.6 of this Exhibit.

1.12.2 NEW ORGANICS CART DELIVERY: Within sixty (60) calendar days after Contract execution, or other date specified in writing by the County, the Contractor shall take receipt of the new organics carts from the manufacturer. Within eight (8) weeks after receipt of the new organics carts from the manufacturer, the Contractor shall complete the initial distribution of all carts to all addresses within the Service Area as specified by the County. At the request of the County, the Contractor shall deliver County-supplied information about the new program along with each new cart delivery. Each new cart shall become the property of the County upon delivery to a household.

1.12.3 NEW ORGANICS CART DATABASE: Within thirty (30) calendar days of delivery of the new organics carts to households within the Service Area, the Contractor shall provide the County with an accurate listing for each and every distributed cart, in an electronic format acceptable to the County, which shall include the following information at a minimum: the cart delivery date, delivery address, cart date of manufacture, cart model number, cart size, cart serial number, and cart RFID number.

1.13 CONTRACTOR'S EDUCATION AND OUTREACH SERVICES

The Contractor shall assist the County in residential public outreach, to include web-based and/or printed public educational materials related to the County's curbside single-stream recyclables collection program and any new curbside collection programs such as yard waste and commingled organic waste, the purpose of which shall be to encourage public participation and increase diversion rates. All such materials designed and developed by Contractor shall be subject to review and approval by the County. The Contractor's level of effort shall be two hundred (200) hours of graphic and communication-related support per Contract year. The Contractor shall provide the County with an accounting of these labor and any material costs upon the County's request but not less than once per quarter of each Contract year (i.e., September 30, December 31, March 31, June 30).

The Contractor shall assist the County in residential public outreach efforts by providing tours to Arlington County Public School students of the Contractor's recyclables processing facility, the American Recycling Center located at 10220 Residency Road in Manassas, Virginia. The Contractor's level of effort shall be a minimum of two hundred (200) facility tours annually for Arlington Public School students. The Contractor recommends 5th through 8th grades as the most appropriate age groups for the facility tours; however, any such decision with respect to participating grades and number of facility tours will be at the discretion of the County and Arlington Public Schools.

The costs for the Contractor's education and outreach services pursuant to this Section are included in Contractor's Single-Stream Recyclables Collection Fee and shall be at no additional cost to the County.

SECTION 2 — COMMUNICATION AND REPORTING

2.1 MEETINGS

The County and the Contractor shall periodically meet in order to foster effective and open communication, which is an important part of good Contract implementation and administration. The parties shall meet on a regular basis as follows in order to minimize problems during implementation of the Contract, provide a forum for discussing and resolving issues, and present performance data.

The period from the date the Contract is executed until six (6) months after the actual collection services begin shall be referred to as the "Implementation Phase." During the Implementation Phase, meetings between the Contractor's Contract Representative and the County shall be held two (2) times per month, or more or less frequently as mutually agreed to by both parties. The primary purpose of the meetings will be to discuss transition and implementation of the contract; evaluate GPS and RFID software and hardware installation and data collection; present and seek resolution of any issues, complaints, or problems with service on the part of the Contractor or County; and discuss public relations and any need for public informational or educational efforts. The County reserves the right to require meeting attendance by additional Contractor's representatives as needed in order to resolve any outstanding issues.

After the Implementation Phase, meetings between the parties shall be held on a monthly basis, unless otherwise mutually agreed to by the parties. In the event that significant service issues or challenges arise, both parties agree to meet and confer in good faith at either parties' request in an attempt to reach a resolution.

All meetings shall be held at the County's DES-SWB office at 4300 29th Street South in Arlington, Virginia, unless a different location is agreed upon by both parties. Meetings shall be held during normal business hours, and all attendees shall be available for at least ninety (90) minutes per meeting unless otherwise agreed in advance by both parties.

2.2 INVOICES

On a monthly basis by no later than the fifth (5th) business day after the month's end, the Contractor shall submit a detailed invoice to the County Project Officer in an electronic format. The invoice shall reference the applicable Purchase Order number and be itemized by service type for the services provided during the month in accordance with the Price Schedule in Section 5 of this Exhibit . The County Project Officer will not approve payment to the Contractor until the Monthly Report for the invoiced month and all required daily reports have been accurately submitted to and received by the County, unless otherwise agreed to in writing by the County.

2.3 REPORTS

The Contractor shall provide the following reports as described in this Section and in accordance with the procedures and schedules described below. The Contractor's failure to provide the required deliverables within the required timeframes shall be grounds for Contract termination.

2.3.1 MONTHLY REPORT: On a monthly basis, by no later than the fifth (5th) business day after the month's end, the Contractor shall provide the County with a Monthly Report, in an electronic format specified by the County. The Monthly Report shall include at a minimum the following data for the entire month:

- A. The status of any outstanding complaints;
- B. Status of any Contract violations identified in writing by the County;
- C. List of County's or citizen's damage claims and Contractor's resolution;
- D. Incidents of employee misconduct and Contractor's remedial actions;
- E. Names of any employees removed from working on the Contract either by the Contractor or at the request of the County;
- F. An inventory of the Contractor's spare carts available for immediate delivery pursuant to Section 1.8.7 of this Exhibit; and
- G. Any actions requested by the Contractor of the County to improve the service partnership.

2.3.2 MONTHLY TONNAGE REPORT: On a monthly basis, by no later than the fifth (5th) business day after the month's end, the Contractor shall provide the County with a complete and accurate listing of the month's weight receipts, in an electronic format specified by the County. The monthly report shall include all materials collected by each truck for each collection day to include refuse, single-stream recyclables, electronic waste, scrap metal, yard waste, and organic waste. The file must include for each load collected: the gross weight, net weight, truck number, waste/material type, receiving facility name, delivery date, delivery day, time in, time out (if provided by the facility), and other fields specified by the County, along with scanned copies of the original weight tickets. The Contractor shall keep the original weight tickets as back-up. A false or altered weight ticket submitted by the Contractor shall be cause for the County to deduct the cost of the load from the Contractor's invoice for services under the Contract and/or Contract termination. The County reserves the right to request that the Contractor provide a weekly report with the same information as required under the monthly report.

2.3.3 DAILY REPORTS: Within fifteen (15) minutes of the initial start time on each day that collection activities occur, the Contractor shall provide to the County Project Officer, in the format specified by the County, a daily report that includes, at a minimum: the date, acting Field Supervisor's name, all collection vehicle numbers, names of the driver and all employees assigned to each vehicle, and start time and start location for each collection vehicle. This report shall be updated by the Contractor throughout the day to inform the County of any disabled vehicles or equipment failures (e.g., RFID readers), addition or loss of vehicles on the routes, personnel changes, delays, damage to persons or property, vehicle accidents, or other significant events that affect the performance of work under this Contract or delay collections. Within fifteen (15) minutes of the completion of all collection activities for the day, the Contractor shall send the updated daily report to the County Project Officer that includes the end time for each collection vehicle.

2.3.4 VEHICLE INVENTORY REPORT: On an annual basis, beginning on the start date of the Contract and every year thereafter on the Contract anniversary date for the life of the Contract, the Contractor shall provide to the County Project Officer, a complete and accurate inventory showing all vehicles used in the performance of the Contract, including Primary and Spare Vehicles. The inventory shall include, at a minimum, the truck number, vehicle model, type, capacity, year of manufacture, gross weight, fuel type, description of installed GPS and RFID equipment and sensors with make and model, and any other details as specified by the County. The Contractor shall also notify the County Project Officer in writing of any temporary or permanent

vehicle replacements or other deviations from the annual vehicle inventory prior to the replacement vehicle's use in performance of this Contract, except that such prior approval shall not be required for additional collection vehicles used temporarily by Contractor to respond to a major disruption. The County Project Officer shall have sole discretion to determine what constitutes a major disruption, but such events may include severe inclement weather, natural disaster, or labor disruption.

2.3.5 CART INVENTORY AND SERVICE REPORT: The Contractor shall provide the County on a monthly basis an electronic inventory of all available, spare carts by type (i.e., refuse, recyclables, organics), make, model, and size, as well as the status of any pending orders for new carts. The Contractor shall also provide an electronic list, in a format approved by the County, of the cart maintenance activities for the month, which shall include at a minimum, the carts delivered, exchanged, collected, replaced, decommissioned, repaired by service order, repaired by Contractor proactively, or otherwise serviced during that month and shall include for each cart, the cart serial number, cart location by address, service request number and date, and service completion date. The list shall also include the current count of carts by size and type.

2.4 NOTIFICATION TAG

The Contractor in consultation with the County shall develop the Notification Tag to notify residents of prohibited, non-compliant, or improper preparation or set out. The County shall have final approval of the Notification Tag design, will assume the cost of printing the tag, and provide them at no charge to the Contractor. The costs for completing and affixing the Notification Tags and reporting of such as required pursuant to this Contract are included in the Contractor's unit collection prices. The Contractor shall be responsible for requesting from the County Project Officer additional notification tags as needed to ensure that the Contractor's supplies do not run out. The Contractor's failure to have any Notification Tags on hand shall not be an excuse for failure to tag uncollected materials as required under Section 3.4.2 of this Exhibit.

2.5 BROCHURES

The Contractor, upon award of the new Contract and prior to any changes in existing or future collection schedule or service, shall be responsible for distributing County-provided informational materials and/or other items associated with the new schedule or service.

The Contractor shall include County-provided informational materials along with all carts delivered to new accounts, which shall be adequately affixed by the Contractor to the cart.

The County may request, up to four (4) times each year, that the Contractor, during routine collection activities, affix County-provided educational or informational materials and/or other items to collection carts. The Contractor's delivery schedule for such educational or informational materials shall be as determined by the County.

2.6 DECALS

The County may require the Contractor to place decals on the County's distributed carts, in which case the County will supply the Contractor with a sufficient number of any such decals, and the Contractor shall be responsible for placing them on the carts in the location(s) designated by the County. The Contractor's schedule for placement of such decals shall be as determined by the County.

SECTION 3 — MINIMUM PERFORMANCE STANDARDS

Following are the Minimum Performance Standards that the Contractor shall adhere to at all times when conducting any and all Work pursuant to the Contract.

3.1 COLLECTION AND CART SERVICE SCHEDULE

3.1.1 DAYS OF COLLECTION: All collections and cart service activities shall be performed during weekdays only, Monday through Friday, unless otherwise specified by the County Project Officer in writing. Collections shall be made on a regular schedule on the same days of the week each week at approximately the same time on each collection day. Repair and maintenance of the County's carts shall occur on the customer's normal refuse collection day. Cart deliveries shall be made in accordance with schedule specified in Section 1.8.3 of this Exhibit.

3.1.2 HOLIDAYS: The Contractor shall provide collection services on all legal holidays except Christmas Day and New Year's Day, but these days shall be made up before or after the holidays such that no household skips weekly service. The holiday collection schedule shall be provided to the Contractor by the County. The County may change the holiday collection schedule at its sole discretion but shall provide the Contractor with a minimum of seven (7) business days advance notice of any such change.

3.1.3 TIME OF COLLECTION: Collections and cart services shall begin no earlier than 7:00 a.m. on any day and must be completed by no later than 5:00 p.m. of that same day. The Contractor shall notify the County by email, or other method specified by the County, at the start of each day's collection activities and at the end of the day's collection activities in accordance with Section 2.3.3 of this Exhibit.

3.1.4 COLLECTION AND SERVICE DELAYS: The Contractor shall notify the County Project Officer by phone and email within one (1) hour of occurrence of any event that may impact or cause delay in starting or completing collections or cart services for the day. If for any reason the Contractor determines that collections or cart services may continue after 5:00 p.m., the Contractor shall immediately upon Contractor's determination, notify the County Project Officer by email about the cause of the delay (e.g., accidents, road closures, inclement weather) and the estimated time of completion for the day's collection activities. Collection schedule changes due to inclement weather are discussed in Sections 3.5.3 and 3.5.4 of this Exhibit.

3.1.5 COLLECTION SCHEDULE CHANGES: Should the County approve any collection schedule changes prior to, or during, the term of the Contract, the County Project Officer may request that the Contractor, at its sole expense, notify all affected customers of the collection day change by direct mail to the service address at least one (1) month prior to the initiation of any such change. The format of the notice to the customer shall be subject to prior written approval by the County Project Officer.

3.2 COLLECTION & HANDLING OF REFUSE, RECYCLABLES, AND YARD/ORGANIC WASTE

3.2.1 COLLECTION REQUIRED: The Contractor shall collect from all County-specified addresses, including backdoor and limited access households. Daily on-demand collections, such as for electronic waste and scrap metal, shall be made only at the addresses on the County-provided list for that day. The total number of

households in the Service Area, and the number of addresses that receive backdoor service or have limited access service is subject to change at the County's sole discretion. The Contractor shall collect all refuse, recyclables, yard waste, and/or organic waste as required under the Contract that have been set out in accordance with the Collection Service Guidelines. The Collection Service Guidelines are subject to change at the County's sole discretion. Under no circumstances shall the Contractor commingle, either during or after collection, any refuse, recyclables, or yard/organic waste that have been set out for collection under this Contract. In the event that the Contractor commingles any refuse, recyclables, or yard/organic waste collected within the County, the disposal, tipping, and/or processing fee for the entire commingled load(s) shall be the sole responsibility of the Contractor. Any such fees for commingled loads will be deducted by the County from the Contractor's next invoice for services under this Contract. Further, any such unauthorized commingling shall be considered a breach and grounds for Contract termination.

3.2.2 METHOD OF COLLECTION: The Contractor shall completely empty each cart and container set out for collection. Unless otherwise approved by the County Project Officer in writing, carts shall be emptied using the mechanical lift(s) attached to the collection truck. The Contractor shall not empty collection carts by reaching into carts and removing bags or other contents. For carts that cannot be completely emptied due to sticking waste/materials, the Contractor shall leave a Notification Tag pursuant to Section 3.4.2 of this Exhibit stating that the cart needs to be cleaned by the customer.

3.2.3 PROHIBITED MATERIALS & IMPROPER SET-OUT/PREPARATION: The Contractor shall not be responsible for collecting refuse, recyclables, yard waste, commingled organic wastes, and/or other items that are not compliant or not prepared or set out in accordance with the Collection Service Guidelines, to include prohibited materials. Any changes to the County's list of prohibited wastes and preparation and set-out requirements as specified in the Collection Service Guidelines are at the sole discretion of the County. Visible contaminants included with recyclables, yard waste, or organic waste shall not be collected by the Contractor. The Contractor is responsible for following the procedures outlined in Section 3.4.2 of this Exhibit for any refuse, recyclables, yard waste, and organic waste, or any other items not collected due to what the Contractor believes to be prohibited materials or improper preparation or set out.

3.2.4 COLLECTION IN SERVICE AREA ONLY: When performing services under the Contract, the Contractor shall only collect from the households within the Service Area pursuant to the Contract, including backdoor and limited access households; collection from any location other than those specified by the County is strictly prohibited without the express written permission of the County Project Officer. Under no circumstances shall the Contractor commingle any refuse, recyclables, or yard/organic waste collected under this Contract with that of any other customer, agreement, contract, program, or jurisdiction. In the event that the Contractor commingles any refuse, recyclables, or yard/organic waste collected within the County with that of any other customer, agreement, contract, program, or jurisdiction, the disposal, tipping, and/or processing fee for the entire commingled load(s) shall be the sole responsibility of the Contractor. Any such fees for commingled loads will be deducted by the County from the Contractor's next invoice for services under this Contract. Further, any such unauthorized commingling shall be considered a breach and grounds for Contract termination.

3.2.5 IMPROPER DISPOSAL OF RECYCLABLES OR YARD/ORGANIC WASTE: Under no circumstances shall the Contractor dispose of collected recyclables, yard waste, or organic waste as refuse without the express written permission of the County Project Officer. In the event that the Contractor improperly disposes of collected recyclables, yard waste, or organic waste as refuse, the Contractor shall pay the County for the disposal, tipping, and/or processing fee for the entire improperly disposed load(s), as well as any lost

revenues that would have resulted from the proper disposal at the County-designated facility. The Contractor shall pay the County's request for reimbursement for such within thirty (30) calendar days, or the owed amount will be deducted by the County from the Contractor's next invoice for services under the Contract.

3.2.6 OWNERSHIP OF WASTE/MATERIALS: The County shall at all times hold title and ownership to all refuse, recyclables, yard waste, and organic waste located at curbside and collected by the Contractor pursuant to the Contract until such time as the collected waste/materials are delivered and unloaded at the County-designated facility, at which time the County's ownership is transferred to the facility. All waste/materials collected under the Contract, including, but not limited to, refuse, single-stream recyclables, electronic waste, scrap metal, and yard waste, and organic waste, shall be delivered and unloaded by the Contractor at the County-designated facility as specified in the Contract without exception. Incidents of Contractor's failure to deliver and unload all collected materials to the specific receiving facility designated by the County shall be considered a breach and grounds for Contract termination.

3.3 TRANSPORTATION AND WEIGHING OF COLLECTED WASTE/MATERIALS

3.3.1 TRANSPORTATION AND DISPOSAL: Unless written permission is obtained from the County, all collected refuse, recyclables, yard waste, and organic waste shall be transported from County collection routes directly to and unloaded at the County-designated receiving facility for that specific waste or material type on the same day as collection of such refuse, recyclables, yard waste, and organic waste. Under no circumstances shall a vehicle leaving County collection routes collect from any location outside the Service Area or unload, discharge, or dispose of refuse, recyclables, yard waste, organic waste, or other items at any location other than the County-designated receiving facility for the specific waste or material type. Any such unauthorized collection from outside the Service Area or unauthorized unloading, discharge, or disposal shall be grounds for Contract termination.

3.3.2 WEIGHING OF LOADS: Unless prior authorization in writing is obtained from the County Project Officer, all collected refuse, recyclables (includes single-stream, electronic waste, and scrap metal), yard waste, and organic waste must be weighed. The Contractor is responsible for ensuring that vehicles deliver and unload all collected refuse, recyclables, yard waste, and organic waste to the respective County-designated receiving facility and are weighed at that facility's scales. The vehicle must clearly display the unique vehicle number and license plate, and the vehicle driver must verbally inform the scale house operator of the waste or material type and identify Arlington County as the originating jurisdiction for each and every load delivered to the facility. In the event that the receiving facility's records are in error because the driver failed to verbally inform the scale house operator as required, then the Contractor shall be responsible for resolving all such discrepancies immediately upon discovery by the Contractor or notification by the County. The Contractor shall reimburse the County for the disposal, tipping, and/or processing fee for any of Contractor's loads that were improperly charged to and paid by the County. In addition, the Contractor shall reimburse the County for any revenues not realized due to Contractor's loads that were not properly credited to the County. The Contractor shall pay the County's request for reimbursement for such within thirty (30) calendar days, or the requested amount will be deducted by the County from the Contractor's next invoice for services under the Contract.

3.3.3 WEIGHT TICKETS REQUIRED: The Contractor must obtain a valid weight ticket for each load deposited at the receiving facility. Legible copies of all weight tickets shall be transmitted by the Contractor to the

County Project Officer in accordance with Sections 2.3.2 and 2.3.3 of this Exhibit; however, the County Project Officer reserves the right to request any original weight ticket. The Contractor shall provide such original tickets within two business days from the County's request. The County may withhold all or partial payment for any of Contractor's invoices for which the Contractor has not provided legible copies of all of the weight tickets for collections that occurred during that month's invoice.

3.4 UNCOLLECTED WASTE/MATERIALS AND NOTIFICATION TAG

3.4.1 WASTE/MATERIALS NOT TO BE COLLECTED: The Contractor shall not be required to collect refuse, recyclables, yard waste, organic waste, or other items that are, or contain, prohibited materials or have not been prepared or set out in accordance with the Collection Service Guidelines.

3.4.2 PROCEDURES FOR NON-COLLECTION: When the Contractor encounters refuse, recyclables, yard waste, organic waste, or other items that it believes are prohibited, improperly prepared or set out, or otherwise not compliant with the Collection Service Guidelines, the Contractor shall adhere to the following procedures:

- A. The Contractor shall collect all properly prepared/set-out and compliant refuse, recyclables, yard waste, organic waste, and any other items that are not specifically prohibited;
- B. The Contractor shall not collect any prohibited, improperly prepared/set-out, or non-compliant refuse, recyclables, yard waste, organic waste, or other items;
- C. For any and all refuse, recyclables, yard waste, organic waste, or other items not collected due to prohibited materials, improper preparation/set, or non-compliance, the Contractor must complete a Notification Tag and securely affix the completed tag to each uncollected cart, container, bag, bundle, pile, and/or item;
- D. Each Notification Tag left by the Contractor shall include a clear and legible explanation as to the reason why the refuse, recyclables, yard waste, organic waste, and/or items were not collected; and
- E. The Contractor shall notify the County by web-based service order system, or other method specified by the County, within one (1) hour of each non-collection due to prohibited materials, improper preparation/set out, or non-compliance. The notification to the County shall be in the format specified by the County and shall include, at a minimum: the service address; date and time of attempted collection; collection truck number; reason for non-collection; and a photograph(s) of the uncollected cart, container, bag, bundle, pile, and/or item that clearly shows the Notification Tag(s) affixed.

3.4.3 FAILURE TO LEAVE NOTIFICATION TAG: Under no circumstances shall the Contractor fail to leave a completed and affixed Notification Tag for refuse, recyclables, yard waste, organic waste, or other items not collected by the Contractor due to prohibited materials, improper preparation/set out, or other non-compliance as required pursuant to the procedures in Section 3.4.2 of this Exhibit. The Contractor's failure to leave a completed Notification Tag as required herein will be counted against the Contractor as a missed collection. The County Project Officer will make the final determination as to whether the uncollected refuse, recyclables, yard waste, organic waste, or other items containing prohibited materials, were improperly prepared or set out, or were otherwise non-compliant.

3.5 SERVICE DISRUPTIONS

3.5.1 NOTIFICATION REQUIRED: The Contractor shall notify the County Project Officer by phone and email within one (1) hour of occurrence of any event that may impact or cause delay in starting or completing collections or cart services for the day.

3.5.2 STREET REPAIRS AND CLOSURES: In the event of street repairs or closures, the Contractor shall not disrupt the regularly scheduled day of collections and cart services, and shall, by the most expedient manner, conduct the Work as though no interference existed (e.g., walk out containers), unless otherwise approved by the County Project Officer. In the event that County representatives or public safety personnel have closed a street or portion thereof and have expressly prohibited the Contractor's access by vehicle and on foot, the Contractor shall immediately notify the County Project Officer and shall complete collections and cart services either later on that collection day or the following work day.

3.5.3 INCLEMENT WEATHER: In cases of snow or other severe inclement weather, the Contractor shall notify the County Project Officer by phone and email as soon as possible, and collection activities may be temporarily suspended by the Contractor only with the prior written approval of the County Project Officer. When collection activities have been suspended due to inclement weather, the Contractor shall coordinate with the County Project Officer to reschedule missed collections. In general, when inclement weather prevents collection on the scheduled day, the Contractor shall make up the missed collection on the following work day. If such weather conditions continue for a second consecutive day or more, the Contractor shall, on the first day that regular service resumes, first make up only the missed collection from the previous work day and then resume the regular service schedule for all other missed days. The County Project Officer may authorize the Contractor to perform collections after 5:00 p.m. or on a Saturday, during or immediately after service disruptions in order to finish the collection routes.

3.5.4 COUNTY GOVERNMENT CLOSING DUE TO WEATHER: In the event that Arlington County Government is closed for a full day due to inclement weather, the Contractor shall not perform collections and cart services during that day; collections and cart services shall be made up in accordance with the Contract. In the event that the County Government opens late due to inclement weather, the Contractor may choose to start collections/cart service at 7:00 a.m. or, with notice to the County Project Officer, may delay collections until the County's official opening time for that day. In the event that the Contractor delays starting collections/cart services for the day due to the County's delayed opening, then the Contractor shall complete all collections/cart services during that day or shall obtain approval from the County Project Officer to perform collections after 5:00 p.m. or complete collections on the following day, which may include Saturday. In the event that the County Government closes early due to inclement weather, then the Contractor may at its discretion suspend collections/cart services upon prior notice to the County Project Officer, but all remaining collections/cart services shall be made up by the Contractor on the following day, which may include Saturday.

3.5.5 PAYMENT FOR NON-COLLECTIONS: The Contractor shall be responsible for making all the collections required during the collection week. If all collections are not performed during the collection week, then the County may adjust the Contractor's payment for such non-collections. The County shall not pay for non-collections due to the Contractor's disruption of service that was not authorized by the County nor shall the County pay for non-collections due to inclement weather unless the missed collections are made up by the Contractor on the following day or the first day that regular service resumes if such weather conditions continue, unless directed otherwise by the County Project Officer.

3.6 CART PLACEMENT

3.6.1 **CART LOCATION:** At each service address including backdoor locations, the Contractor shall return carts and personal containers to the same location where the cart or container was set out, but in no case shall the cart or container be replaced such that it blocks the traveled portion of the road, sidewalk, or driveway.

3.6.2 **CART POSITION:** Carts and containers shall be completely emptied and replaced in an upright position with the lids closed. In the event that the customer set out the cart or container on the street side, then the wheels, if any, shall be placed against the curb. For backdoor locations, the Contractor shall return carts and containers to the same location in an upright position with the lid closed.

3.7 CONTRACTOR'S PERSONNEL

3.7.1 **CONTRACTOR PERSONNEL:** The Contractor shall provide a sufficient number of fully qualified employees to perform all services required under the Contract in a competent and skillful manner. At the County's request, the Contractor shall furnish the names, qualifications, and experience for any or all personnel assigned to the Contract.

The use of day laborers to perform any Work under the Contract shall not be allowed unless authorized by the County Project Officer in writing. Legitimate temporary labor, meaning workers who enter into a legal agreement with the Contractor to work for a specific time period, shall be permitted and must be paid in accordance with the Service Contract Wage/Living Wage provisions described herein.

3.7.2 **EMPLOYEE BEHAVIOR:** The Contractor shall ensure that all of its employees provide a high standard of service and exhibit courtesy, consideration, and respect in all of their dealings with County residents, visitors, the general public, and County staff. The Contractor shall conduct all of its operations, including its administrative functions, with the utmost regard for enhancing public relations and shall uphold and maintain a positive public image of the County's solid waste services. Employees performing collection and cart maintenance services shall at all times: exercise due care, do their work without delay, minimize noise, avoid damage to public and private property, firmly close lids on collection containers, return containers to the proper location and position, close any gates and doors that require opening if on private property (i.e., backdoor service), follow the regular pedestrian walkways and paths, and not cross flower beds or lawns or through hedges, as well as abide by all other standards of behavior for employees specified in the Contract.

3.7.3 **CLOTHING AND IDENTIFICATION:** The Contractor's employees shall wear at all times while in the County a complete set of Contractor-issued clothes, to include a shirt, and any safety equipment required by all applicable Federal and State regulations. While performing activities pursuant to the Contract, employees shall wear or carry identification supplied by the Contractor, and all employees must immediately present their identification when requested to do so by a County employee or member of the public. The Contractor's employee identification shall be subject to advance approval by the County.

3.7.4 **EMPLOYEE TRAINING:** All of Contractor's employees performing Work pursuant to the Contract shall be trained in and shall understand and abide by the Minimum Performance Standards specified in Section 3 of this Exhibit. The Contractor shall provide all new employees involved in the performance of the Contract with adequate training on the specific routes to which they are assigned and the Minimum Performance Standards herein prior to the new employee starting Work under the Contract. The Contractor shall be

responsible for training and re-training, as necessary, all existing employees performing Work under the Contract.

3.7.5 UNSATISFACTORY CONDUCT: When the Contractor identifies unsatisfactory conduct by an employee, as described herein, or when the County notifies the Contractor of unsatisfactory conduct, the Contractor shall take remedial action appropriate to the level of such conduct and will provide written notification to the County Project Officer of such remedial action on a monthly basis. The County reserves the right to prohibit any of the Contractor's employees from performing Work under the Contract who exhibit unsatisfactory conduct including, but not limited to: discourtesy, rudeness, the use of profanity, acceptance of cash payment or gratuities, unsafe or dangerous practices, scavenging, possession of or under the influence of alcohol or illegal substances, destruction of private or public property, reckless driving, reckless spilling or scattering of solid waste or recyclable materials, reckless handling of public or private carts and containers, or failure to perform the Work in accordance with the Minimum Performance Standards outlined herein.

3.7.6 REGULATORY COMPLIANCE: While performing collections and other Work pursuant to the Contract, the Contractor's employees shall at all times comply with all applicable Federal and State safety regulations. All Contractor personnel that drive commercial vehicles shall possess a valid Commercial Driver's License (CDL). The Contractor's drivers shall observe all traffic and motor vehicle laws and shall refrain from blocking traffic while performing Work under the Contract.

3.8 CONTRACTOR'S BUSINESS OFFICE

The Contractor shall maintain a business office with telephone, voice mail, and email services, and management personnel shall be available to respond to County inquiries from at least 8:00 a.m. to 4:30 p.m., Monday through Friday.

3.9 CONTRACTOR'S CONTRACT REPRESENTATIVE AND CUSTOMER SERVICE MANAGER

3.9.1 CONTRACT REPRESENTATIVE: The Contractor shall provide a Contract Representative(s) who has overall management responsibility for the Contract and who may be contacted by the County at any time, 24 hours a day, 7 days per week, on matters relating to the Contract. The Contractor's Contract Representative shall respond to any phone calls or emails from the County within two (2) hours. The County will only contact the Contractor's Contract Representative outside of normal working hours in the event of severe weather or emergency. The Contract Representative shall promptly address the County's concerns or requests related to overall Contract issues. The Contract Representative shall also be responsible for addressing issues related to the Contract that cannot be resolved between the County and the Contractor's Field Supervisor (Section 3.10 of this Exhibit) or other Contractor's employees to the satisfaction of the County.

3.9.2 CUSTOMER SERVICE REPRESENTATIVE: The Contractor shall provide a Customer Service Representative who shall be available Monday through Friday during Contractor's established office hours. The Customer Service Representative shall be responsible for ensuring that all of the Contractor's reporting and deliverable requirements are met and shall be the County's point of contact for inquiries related to deliverables, billing, database information and access, and service requests. The Customer Service Representative shall also have at all times a functioning phone and computer (i.e., tablet or other such device) with email and web access for receiving and responding to the County's web-based service order request system or other replacement system implemented by the County.

3.10 CONTRACTOR'S FIELD SUPERVISOR

3.10.1 SUPERVISOR REQUIRED: The Contractor shall provide full-time field supervision by a qualified Supervisor, who shall be approved by the County. The Field Supervisor shall be directly responsible for monitoring all Work performed by the Contractor's employees on the routes assigned. The Field Supervisor shall act as the County's routine contact for daily activities and shall be responsible for, among other things, daily reporting, responding to complaints, missed collections, cart maintenance, other service requests, and any of the public's or County's concerns. In the event that the Field Supervisor is unavailable during any given work day or portion of a work day due to illness, vacation, etc., the Contractor shall provide a qualified replacement employee to act as Field Supervisor for that day or portion thereof and shall notify the County Project Officer by email prior to the replacement Field Supervisor starting work for the day or any part of the day. The Contractor's qualified Field Supervisor shall be John Steele until such time as he is no longer employed by the Contractor or is promoted to a higher level position. The County has the right of approval and denial for Contractor's changes to the Field Supervisor staffing for the life of the Contract.

3.10.2 SUPERVISOR AVAILABILITY: The Field Supervisor shall be available and physically present on duty in the County at all times when collection and cart maintenance activities are being performed under the Contract. During all times that the Contractor is performing Work under the Contract or until 3:00 p.m. each work day, whichever is later, the Supervisor shall respond to County phone calls or emails within thirty (30) minutes. When the Field Supervisor is on duty pursuant to the Contract, he/she shall meet with the County at the location and time specified if requested to do so by the County Project Officer or his/her designee.

3.10.3 DEDICATED VEHICLE REQUIRED: At no time shall the Field Supervisor be assigned to a collection vehicle or other vehicle engaged in performing collection or cart maintenance work pursuant to this Contract, but instead shall have a dedicated vehicle that is properly equipped and capable of picking up and transporting any refuse, recyclables, yard waste, organic waste, or any other items spilled or missed by any of the collection vehicles.

3.10.4 COMMUNICATION DEVICES REQUIRED: The Field Supervisor shall have at all times while performing any Work pursuant to this Contract, a functioning cell phone with voice mail for communicating with the County. The Field Supervisor shall also have at all times a functioning cell phone and/or computer (i.e., tablet or other such device) with email and web access suitable for receiving and responding to the County's web-based service order system. It shall be the Contractor's sole responsibility to access, respond to, and complete all service orders in an accurate and timely fashion pursuant to the Contract.

3.11 SERVICE ORDERS

3.11.1 RESPONSIBILITY FOR: Customers may report missed collections, complaints, cart damage, cart exchanges, cart deliveries, and other service requests to the County's DES Customer Service Call Center by phone or online. The County will transmit such requests for service to the Contractor using a web-based service order system or other replacement system implemented by the County. The Contractor shall be responsible for accessing, retrieving, managing, responding to, completing, and closing all County-assigned service orders accurately and correctly and within the timeframes specified on the work order, unless otherwise approved in writing by the County Project Officer.

3.11.2 INCORRECTLY ASSIGNED SERVICE ORDERS: In the event that a service order has been incorrectly assigned by the County to the Contractor, the Contractor shall immediately notify the Customer Service Call Center and the County Project Officer to resolve the problem. In no case shall the Contractor close a service order that has not been completed because such order was incorrectly assigned unless directed to do so by the County Project Officer.

3.11.3 SYSTEM TRAINING: The County will provide the Contractor with training on the web-based service order system at the start of the Contract and thereafter upon the Contractor's request and by mutual agreement of the County.

3.11.4 CUSTOMER REQUESTS TO CONTRACTOR'S OFFICE TO BE REDIRECTED: In the event that the Contractor receives at its business office, a phone call, email, or other communication from a customer in the Service Area pertaining to services provided pursuant to this Contract, the Contractor shall immediately direct that customer to the County's Customer Service Call Center along with the correct phone number and email address for the Call Center. In no case shall the Contractor or its personnel discuss a service request or complaint with a customer in the Service Area who has contacted its business office except at the specific direction of the County Project Officer or his/her designee.

3.12 MISSED COLLECTIONS

3.12.1 COLLECTIONS REQUIRED: The Contractor shall collect from one hundred percent (100%) of the households within the Service Area as approved by the County. The Contractor shall also collect one hundred percent (100%) of the contracted refuse, recyclables, yard waste, and organic waste set out at each household within the Service Area, except when such materials are prohibited, improperly prepared/set out, or otherwise non-compliant pursuant to the Curbside Collection Service Guidelines, which are subject to change at the County's discretion. For such non-compliant wastes and materials not collected by the Contractor, the Contractor shall follow the procedures outlined in Section 3.4.2 of this Exhibit regarding placement of a Notification Tag explaining the reason for non-collection. If the Contractor fails to provide the Notification Tag pursuant to Section 3.4.2 of this Exhibit for non-compliant wastes and materials left uncollected, then the non-collection shall be counted against the Contractor as a missed collection.

3.12.2 COLLECTION OF MISSED ADDRESSES: The Contractor shall be responsible for any contracted refuse, recyclables, yard waste, or organic waste that is missed by the Contractor within the Service Area. The Contractor shall pick up a missed collection on the same day that the Contractor is notified of the missed collection, provided such notice is sent by 2:00 p.m. For notices of a missed collection sent to the Contractor after 2:00 p.m., the Contractor shall pick up the missed collection before 2:00 p.m. of the next business day. The Contractor shall not be responsible for a missed collection that is reported by a customer more than two (2) business days after that customer's normal collection day; for example, a missed collection from a Monday route must be reported to the Contractor by Wednesday in order for the Contractor to be responsible for collecting from the missed address. In order for a missed collection to be considered successfully completed, the Contractor shall notify the County by email or closed service order or other County-designated method upon the collection of the miss.

3.12.3 MISSED COLLECTION DUE TO LATE SET OUT: If a reported missed collection was due to a late set out by the customer, then the Contractor shall be responsible for providing photographic or other evidence

demonstrating that the customer did not have their cart out at the time the collection vehicle serviced the household. Should the Contractor be unable to demonstrate to the County's satisfaction that the missed address was caused by the customer's late set out, then the alleged late set out shall be treated as a missed collection and shall be collected by the Contractor as a regular miss in accordance with the procedures in Section 3.12.2 of this Exhibit.

3.12.4 MISSED COLLECTIONS DUE TO SERVICE DISRUPTIONS: Collections during service disruptions or inclement weather that are missed at the direction of the County in accordance with Section 3.5 of this Exhibit and made up as required in Section 3.12 of this Exhibit shall not be counted against the Contractor.

3.13 CUSTOMER COMPLAINTS

3.13.1 CONTRACTOR TO RESOLVE COMPLAINTS: Complaints received by the County pertaining to the Contractor's services will be transmitted by the County via phone, email, and/or web-based software to the Contractor for resolution. The Contractor's Field Supervisor or other designated representative shall address customer grievances concerning matters including, but not limited to, damage to property, spillage, incomplete emptying of containers, cart placement, refusal to collect or missed collection, failure to provide or improper backdoor service, etc.

3.13.2 WRITTEN RESPONSE/RESOLUTION REQUIRED: For each complaint transmitted to the Contractor by email or web-based software, the Contractor shall provide the County with a written response and resolution within three (3) business days in the format specified by the County. The Contractor's written response to each complaint shall include at a minimum: 1) the Contractor's determination as to the legitimacy of the complaint; 2) action taken by the Contractor to resolve the complaint; and 3) date and time of any action(s) taken. In the event that the complaint involves a collection crew, the Contractor's written response/resolution to the complaint must include the collection vehicle number and names of the driver and crew responsible. The Contractor shall continue to update the County in writing as to the status of a complaint until such complaint is closed by the County Project Officer.

3.13.3 ON-SITE MEETING MAY BE REQUESTED: The County reserves the right to request that the Field Supervisor or other Contractor's representative join the County in a meeting with an aggrieved customer in order to resolve a complaint. The County will attempt to mediate any disagreements between a customer and Contractor, taking into account safety, industry standards, the convenience of the customer, the efficient operation of the Contractor, and Contract requirements. The decision of the County Project Officer regarding complaints shall be final and binding.

3.14 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

3.14.1 RESPONSIBILITY FOR DAMAGE: The Contractor shall provide and operate collection vehicles and equipment necessary to provide the contracted services such that there is no damage to County streets, rights-of-way, public or private easements, or private property. The Contractor shall be responsible for any damage to private property caused by the carelessness or negligence of its employees during the performance of the Contract as determined solely by the County Project Officer. The Contractor shall replace or restore, to the County Project Officer's satisfaction and at the Contractor's expense, any and all damage to private property caused by the Contractor. The Contractor shall also be responsible for any damage to public

property caused by the carelessness or negligence of its employees during the performance of the Contract. The Contractor shall replace or restore, to the County's satisfaction and at the Contractor's expense, any and all damage to public property caused by the Contractor. The County reserves any and all rights to pursue compensation for any damage to public property.

3.14.2 REQUIREMENT TO CORRECT DAMAGE AND COST RECOVERY: Within twenty-four (24) hours of notification by the County, the Contractor shall replace, or reimburse the customer the cost of replacement of, any privately owned containers or lids taken or damaged by the Contractor. For all other damages, the Contractor shall notify the County Project Officer and the customer (if the damage is to private property) within ten (10) calendar days of notification by the County of the specific actions to be taken to replace, restore, or reimburse for such damaged property and shall complete such replacement, restoration, or reimbursement as soon as possible but not later than thirty (30) calendar days after notification by the County. If the Contractor fails to replace, restore, or reimburse for damaged property within the thirty (30) calendar days, the County will deduct the amount for replacement or restoration from the Contractor's subsequent payment for services under the Contract. In the event that there is a dispute over responsibility for, or reimbursement cost of, damage to private property, the County Project Officer will determine such responsibility and/or cost.

3.14.3 RECOVERY OF CUSTOMER'S ITEMS: In the event that a customer, who has the right of recovery as the original owner, inadvertently discards an item of value, the Contractor shall act in good faith to assist in recovery of the item if it can reasonably be retrieved prior to final disposal. The Contractor shall not be responsible for damage to personal property that was collected by the Contractor as the result of the customer's inadvertent disposal.

3.15 SPILLAGE AND CLEAN UP ON ROUTE

3.15.1 RESPONSIBILITY TO CLEAN UP: Any and all solid waste, materials, items, and/or liquids blown, spilled, littered, or broken as a result of handling during collection or transportation activities shall be immediately cleaned up by the Contractor prior to continuing with such activities. Each of Contractor's collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up. In the event of a spill, litter, or other incident that cannot reasonably be immediately cleaned up by the collection crew, the Contractor shall notify the County Project Officer and shall thoroughly clean up such spill, litter, or other incident with two (2) hours or other timeframe agreed upon by the Contractor and County Project Officer.

3.15.2 COST RECOVERY: Solid waste, materials, items, and/or liquids not completely and thoroughly cleaned up by the Contractor to the satisfaction of the County Project Officer, may be removed or cleaned up by the County at the Contractor's expense. The Contractor shall pay the County's request for reimbursement for such removal or clean up within thirty (30) calendar days, or the requested amount will be deducted by the County from the Contractor's next invoice for services under this Contract.

3.16 SCAVENGING

Scavenging by the Contractor or Contractor's employees is strictly prohibited and shall be grounds for dismissal from working under the Contract. Prohibited scavenging shall include sorting through set-out or collected materials or removing items from set-out or collected materials for personal gain. Scavenging does

not include searches by the original owner who has the right of recovery to any item of value inadvertently discarded that can reasonably be retrieved prior to final disposal.

3.17 CART REQUIREMENTS

3.17.1 CARTS PROVIDED BY CONTRACTOR: Carts and cart parts ordered by the Contractor for all contracted cart maintenance/management services and new cart purchase/distribution shall be as specified and agreed to by the County, but shall at a minimum, include two sizes for each type of cart (i.e., refuse, recyclables, and organics). The Contractor shall provide the option of a 64-gallon or 32-gallon capacity, wheeled, black refuse cart manufactured by Toter™ as a new cart to new accounts, as well as replacement or exchange to existing accounts. The Contractor shall provide the option of a 64-gallon or 32-gallon capacity, wheeled, blue recyclables cart manufactured by Toter™ as a new cart to new accounts, as well as replacement or exchange to existing accounts. The Contractor-provided new organics carts shall include both 64-gallon and 32-gallon, wheeled, green carts manufactured by Toter™ that are suitable for collection of both yard waste and food waste. Upon written request by the County, the Contractor shall provide each household up to two (2) additional carts, for a total of three (3) of each cart type (i.e., refuse, recyclables, and/or organics).

3.17.2 CART SPECIFICATIONS: The form, make, model, color, and size of any cart or cart part delivered, exchanged, or otherwise provided by the Contractor as new or replacement pursuant to the Contract shall be as solely designated by the County; no substitutions as to form, make, model, color, or size shall be allowed except with the expressed written consent of the County Project Officer. The specific make, model, size, and color of the carts, as well as any cart markings, shall be approved by the County in writing prior to Contractor's purchase. All carts provided by the Contractor pursuant to the Contract shall be marked as specified by the County and such markings shall include, at the County's request, up to two (2) custom markings hot stamped into the lid and/or cart body in white or other designated color, as well as one (1) custom in-mold label of up to four (4) colors applied to the lid at the factory, which shall include a quick-response (QR) code and artwork provided by the County. Each cart shall include a manufacturer-applied serial number and associated bar code. Each cart shall be equipped with the manufacturer's factory-installed ultra-high frequency (UHF) radio frequency identification (RFID) tag located within the cart body. These UHF RFID tags shall be compatible with the RFID readers installed on the Contractor's collection vehicles. The Contractor shall be responsible for proactively ensuring that RFID tags are functioning and shall replace any non-functioning RFID tags by cart replacement. Adhesive or sticker RFID tags, serial numbers, and/or bar codes shall not be acceptable. The Contractor's company name or logo shall not be permitted on the carts.

3.17.3 WARRANTY: Each cart, to include container body, lid, wheels, axle, and all other parts, provided by the Contractor pursuant to the Contract shall be covered by a minimum ten (10) year, non-prorated, transferrable warranty that shall be transferred to the County upon Contract termination or end.

3.17.4 OWNERSHIP OF CARTS: The County shall own all carts and cart parts upon delivery by the Contractor; all carts and cart parts scrapped or discarded by the Contractor shall be the property of the Contractor.

SECTION 4 — LIQUIDATED DAMAGES

The Contractor shall provide consistent service, submit all required data and reports within the time periods specified, and consistently provide correct information. The Contractor acknowledges that the County will experience increased administrative and operational costs in the event of the Contractor's non-performance or poor performance of its contractual obligations or the Contractor's failure to adhere to the Contract's minimum performance standards. Furthermore, the Contractor acknowledges the difficulty in determining the actual losses the County will suffer by reason of the Contractor's non-performance, poor performance, or failure to adhere to minimum performance standards; that the accumulated effect of repeated incidents will negatively affect the positive public image of the County's solid waste services; and that because of the increased costs to the County, the liquidated damages specified herein are proportionate and reasonable. These proportionate and reasonable amounts are established as liquidated damages and not as a forfeiture or penalty for the Contractor's failure to comply with the specified terms and provisions. The Contractor hereby waives any defense to the validity of any liquidated damages stated in this Agreement such as that such liquidated damages are void as penalties or are not reasonably related to actual damages.

The County may assess liquidated damages for each instance of non-performance or poor performance, at the County's sole discretion, with consideration of the specific circumstances and related events, as well as the Contractor's overall performance and efforts to mitigate impacts and maintain service levels. Any liquidated damages assessed shall be in addition to any reimbursement or other restitution required under the Contract. For the first thirty (30) calendar days after the start of the Initial Contract Term, the County Project Officer will document but will waive any liquidated damages assessed, except that liquidated damages for the following shall not be waived during the initial 30-day period: 1) collection services started before 7:00 a.m.; 2) Contractor's Field Supervisor not present in the County at all times during collection activities; 3) commingling refuse or recyclables with that of any other customer, agreement, contract, program, or jurisdiction; 4) unloading, discharging, or disposing of collected refuse or recyclables at any location other than the specific facility designated by the County; and 5) failure to collect a missed address within the required timeframe.

The individual liquidated damages assessed will be documented by the County in writing and will be deducted by the County from the Contractor's invoice for services under the Contract in accordance with the following schedule presented below. Consecutive assessments by the County of liquidated damages over three (3) or more calendar months may be considered grounds for Contract termination.

4.1 CART PLACEMENT, LOCATION

Failure to return carts and personal containers to the same location where the cart or container was set out or placing a cart such that it blocks a driveway or traveled portion of a road pursuant to Section 3.6.1 of this Exhibit — \$50 each occurrence up to a maximum of \$500 per route per day.

4.2 CART PLACEMENT, POSITION

Failure to completely empty a cart or to replace the cart in an upright position with the lid closed, and the wheels, if any, placed against the curb pursuant to Section 3.6.2 of this Exhibit — \$50 each occurrence up to a maximum of \$500 per route per day.

4.3 CART SERVICES, DELIVERY TO NEW ACCOUNT

Failure to deliver a new, unused cart of the specific type, make, model, and size designated by the County to a new account by no later than the next business day following notification by the County pursuant to Section 1.8.3 of this Exhibit — \$150 each occurrence and \$50 per day thereafter until delivery of the specified cart is made.

4.4 CART SERVICES, SERVICE ORDERS

Failure to complete and close a cart service order within five (5) business days following notification by the County pursuant to Section 1.8.3 of this Exhibit — \$100 each occurrence and \$50 per day thereafter until the Work requested under the service order is completed and the service order closed.

4.5 CART SERVICES, CART PROVIDED

Failure to deliver, exchange, replace, or otherwise provide to an address the specific type, make, model, and size cart designated by the County within five (5) business days following notification by the County pursuant to Section 1.8.4 of this Exhibit — \$100 each occurrence and \$50 per day thereafter until delivery of the County-specified cart is made.

4.6 CART SERVICES, PROACTIVE REPAIR

After December 31, 2015, a cart with damage such as cracked body, large hole, broken lift bar, or inoperable lid that has not been proactively repaired pursuant to Section 1.8.5 of this Exhibit — \$50 each occurrence.

4.7 CART SERVICE DATABASE RECORDS

Failure to maintain accurate cart database records, to maintain complete records, or to update the cart database records on a daily basis pursuant to Section 1.8.8 of this Exhibit — \$50 per day.

4.8 CART SERVICE DATABASE, ACCESS BY COUNTY

Failure to provide the County access to the cart database and database records, as well as reporting and download features, at all times pursuant to Section 1.8.9 of this Exhibit — \$50 per day.

4.9 COLLECTION AND HANDLING, METHOD

Failure to empty cart in accordance with Section 3.2.2 of this Exhibit — \$100 each occurrence per cart.

4.10 COLLECTION AND HANDLING, COMMINGLING WASTE TYPES

Commingling during or after collection, any refuse, recyclables, or yard/organic waste pursuant to Section 3.2.1 of this Exhibit — \$1,000 each occurrence.

4.11 COLLECTION AND HANDLING, LIMITED TO SERVICE AREA

Commingling refuse, recyclables, or yard/organic waste with that of any other customer, agreement, contract, program, or jurisdiction pursuant to Section 3.2.4 of this Exhibit — \$1,000 each occurrence.

4.12 COLLECTION

Collection of prohibited, improperly prepared/set-out, or non-compliant refuse, recyclables, yard waste, organic waste, or other items pursuant to Section 3.2.4 of this Exhibit — \$50 each occurrence;

4.13 COLLECTION AND HANDLING, IMPROPER DISPOSAL

Improper disposal of collected recyclables or yard/organic waste as refuse pursuant to Section 3.2.5 of this Exhibit — \$1,000 each occurrence.

4.14 COLLECTION SCHEDULE, START TIME

Collection or cart services started before 7:00 a.m., unless authorized in writing by the County, pursuant to Section 3.1.3 of this Exhibit — \$500 each occurrence per truck per day.

4.15 COLLECTION SCHEDULE, END TIME

Collection or cart services completed after 5:00 p.m., unless authorized in writing by the County, pursuant to Section 3.1.3 of this Exhibit — \$250 each occurrence per truck per day.

4.16 COLLECTION SCHEDULE, NOTIFICATION OF DELAYS

Failure to notify the County within one (1) hour of any event that impacts or delays completing collections or cart services by 5:00 p.m. pursuant to Section 3.1.4 of this Exhibit — \$100 each occurrence.

4.17 CONTRACTOR PERSONNEL, MISCONDUCT

Employee misconduct as described in Section 3.7 of this Exhibit — \$100 each occurrence.

4.18 CONTRACTOR'S CONTRACT REPRESENTATIVE

Failure of Contractor's Contract Representative to respond within two (2) hours to County phone call or email pursuant to Section 3.9.1 of this Exhibit — \$300 each occurrence.

4.19 CONTRACTOR'S FIELD SUPERVISOR, AVAILABILITY

Contractor's Field Supervisor or qualified replacement not present in the County at all times during collection and/or cart maintenance activities pursuant to Section 3.10.2 of this Exhibit — \$300 each occurrence per day.

4.20 CONTRACTOR'S FIELD SUPERVISOR, ABSENCE OR REPLACEMENT

Failure by Contractor to notify County of Field Supervisor's absence or replacement pursuant to Section 3.10.1 of this Exhibit — \$200 each occurrence per day.

4.21 CONTRACTOR'S FIELD SUPERVISOR, RESPONSE TIME

Failure of Contractor's Field Supervisor to respond to County phone call or email within thirty (30) minutes while collection activities are ongoing or until 3:00 p.m., whichever is later, pursuant to Section 3.10.2 of this Exhibit — \$100 each occurrence per day.

4.22 CUSTOMER COMPLAINTS, WRITTEN RESPONSE/RESOLUTION REQUIRED

Failure to provide written response/resolution to customer complaint within three (3) business days pursuant to Section 3.13.2 of this Exhibit — \$50 each complaint per day.

4.23 DAMAGE TO PROPERTY, RESPONSIBILITY

Damage to public or private property caused by carelessness or negligence of Contractor's employees pursuant to Section 3.14 of this Exhibit — \$300 each occurrence in addition to any compensatory damages.

4.24 DAMAGE TO PROPERTY, PRIVATE CONTAINER/CART

Damage to a privately owned container as a result of improper or negligent handling that is not replaced or reimbursed by the Contractor within twenty-four (24) hours of notification by the County pursuant to Section 3.14.2 of this Exhibit — \$100 each occurrence in addition to any compensatory damages.

4.25 GPS TRACKING OF VEHICLES, DATA

Lack of or inaccessible tracking data for Contractor's vehicles pursuant to Section 1.10 of this Exhibit — \$200 per vehicle per day.

4.26 GPS TRACKING SOFTWARE, ACCESS BY COUNTY

Inaccessible website and/or inability to view vehicle tracking data and/or download reports pursuant to Section 1.10 of this Exhibit — \$100 per day.

4.27 MISSED COLLECTIONS, COLLECTION OF

Failure to collect a missed address on the day of the miss when notified by the County prior to 2:00 p.m., or failure to collect a missed address by 2:00 p.m. of the following business day when notified by the County after 2:00 p.m. pursuant to Section 3.12.2 of this Exhibit — \$100 each occurrence.

4.28 MISSED COLLECTIONS, SAME ADDRESS

Three misses of the same address within a six (6) month period, whether or not the misses were collected within the required timeframe pursuant to Section 3.12 of this Exhibit — \$100 each occurrence.

4.29 MISSED COLLECTIONS, ADJACENT ADDRESSES

Missed collection of three (3) or more adjacent addresses, whether or not the misses were collected within the required timeframe pursuant to Section 3.14 of this Exhibit — \$250 each occurrence per route per day.

4.30 MISSED COLLECTIONS, 30 OR MORE HOUSEHOLDS

Failure to collect more than thirty (30) households on any one route by the end of the collection day pursuant to Section 3.12 of this Exhibit — \$500 each occurrence per route per day.

4.31 NOTIFICATION TAG, FAILURE TO LEAVE

Failure to leave Notification Tag on uncollected cart, container, bag, bundle, pile, or item pursuant to Section 3.4.2 of this Exhibit — \$100 per occurrence.

4.32 NOTIFICATION TAG, PROCEDURES

Failure to notify County of non-collection due to prohibited material, improper preparation/set out, or other non-compliance pursuant to Section 3.4.2 of this Exhibit — \$100 per occurrence.

4.33 RFID-EQUIPPED CART DATABASE

Failure to maintain accurate RFID-equipped cart database records or to update the RFID-equipped cart database records on a daily basis pursuant to Section 1.11 of this Exhibit — \$50 per day.

4.34 RFID-EQUIPPED CART DATABASE, ACCESS BY COUNTY

Failure to provide the County access to the RFID-equipped cart database and database records, as well as reporting and download features, at all times pursuant to Section 1.11 of this Exhibit — \$50 per day.

4.35 SCAVENGING

Scavenging by Contractor's employees pursuant to Section 3.16 of this Exhibit — \$100 each occurrence.

4.36 SERVICE ORDERS, RESPONSIBILITY FOR

Failure to complete and close a service order within the required timeframe pursuant to Section 3.11 of this Exhibit — \$100 each occurrence and \$50 per day thereafter until the Work requested under the service order is completed and the service order closed.

4.37 SPILLAGE IN ROUTE

Failure to clean up any blown, spilled, littered, or broken, solid waste, materials, items, and/or liquids pursuant to Section 3.15.1 of this Exhibit — \$100 to \$500 each occurrence depending on severity.

4.38 TRANSPORTATION OF COLLECTED WASTE/MATERIALS, DISPOSAL LOCATION

Failure to deliver and unload all collected refuse, recyclables, yard waste, and organic waste to the County-designated facility for the specific waste/material type pursuant to Section 3.3.1 of this Exhibit — \$1,000 each occurrence.

4.39 VEHICLES, RFID READERS

Collection vehicle not equipped with functioning RFID reader that is compatible with the County's RFID-equipped cart inventory pursuant to Section 1.11.1 of this Exhibit — \$200 per vehicle per day.

4.40 VEHICLES, GPS TRACKING UNITS

Contractor's vehicle not equipped with functioning GPS tracking unit pursuant to Section 1.10.1 of this Exhibit — \$200 per vehicle per day.

4.41 OTHER

Failure to comply with any Minimum Performance Standard in Section 3 of this Exhibit that is not specifically listed above — \$50 each occurrence per day.

SECTION 5 — COMPENSATION TO CONTRACTOR AND TO COUNTY

5.1 PRICE SCHEDULE

The County will pay the Contractor a monthly amount for those services specifically requested by the County in writing and rendered by the Contractor pursuant to this Contract in accordance with the following schedule:

5.1.1 REFUSE COLLECTION: During the first year (July 1, 2015 to June 30, 2016) of Refuse Collection pursuant to Section 1.2 of this Exhibit, the County will pay the Contractor a unit price of \$4.86 per household per month for 33,133 households, for a monthly total of \$161,026.38.

5.1.2 RECYCLABLES COLLECTION (SINGLE-STREAM, ELECTRONIC WASTE AND SCRAP METAL): During the first year (July 1, 2015 to June 30, 2016) of Recyclables Collection pursuant to Sections 1.3, 1.4, and 1.5 of this Exhibit, the County will pay the Contractor a unit price of \$3.38 per household per month for 33,133 households, for a monthly total of \$111,989.54.

5.1.3 YARD WASTE COLLECTION: If contracted for by the County during the Initial Contract Term, then during the first year (July 1, 2015 to June 30, 2016) of Yard Waste Collection pursuant to Section 1.6 of this Exhibit, the County will pay the Contractor a unit price of \$2.83 per household per month for 33,133 households, for a monthly total of \$93,766.39.

5.1.4 COMMINGLED ORGANIC WASTE COLLECTION (IN LIEU OF "5.1.3 YARD WASTE COLLECTION" ABOVE): If contracted for by the County during the Initial Contract Term, then during the first year (July 1, 2015 to June 30, 2016) of Commingled Organic Waste Collection pursuant to Section 1.7 of this Exhibit, the County will pay the Contractor a unit price of \$3.23 per household per month for 33,133 households, for a monthly total of \$107,019.59. This cost for Commingled Organic Waste Collection is not cumulative with the cost for Yard Waste Collection in Section 5.1.3 above, but shall be paid in lieu of the cost for Yard Waste Collection, at such time when and if the County implements Commingled Organic Waste Collection Service.

5.1.5 CART MAINTENANCE AND MANAGEMENT: During the first year (July 1, 2015 to June 30, 2016), the County will pay the Contractor a total price per month of \$11,922.12 for Cart Maintenance and Management of the County's entire refuse and recycling cart inventory. If contracted for by the County during the Initial Contract Term, then during the first year (July 1, 2015 to June 30, 2016), the County will pay the Contractor an additional price per month of \$3,974.04 for Cart Maintenance and Management of the County's entire organics cart inventory. The aforementioned monthly prices shall represent the entirety of the payment to the Contractor for the cart services required pursuant to Section 1.8 of this Exhibit, except that the County will pay the Contractor a unit price of \$50.00 for each new refuse, recycling, and organics cart delivered, at the County's request via a service order, to a new account. The price paid to the Contractor for delivery of a refuse, recycling, or organics cart to an existing account pursuant to Section 1.8 of this Exhibit shall be zero (\$0.00).

5.1.6 NEW ORGANICS CART PURCHASE AND DISTRIBUTION: The cost for the New Organics Cart Purchase and Distribution pursuant to Section 1.12 of this Exhibit shall be paid by the County over a period of five (5) years starting on July 1, 2015 and ending on June 30, 2020. The County will pay the Contractor a unit price of \$0.95 per household per month for 33,133 households, for a monthly total of \$31,476.35. No adjustments shall be made to the unit price pursuant to Section 5.2.3.B of this Exhibit. If the County terminates the Contract prior

to the end of the five-year cart payment period, then the County will pay the Contractor the remaining balance owed for the cost of the Initial Organics Cart Purchase and Distribution.

5.2 CONTRACT PRICE ADJUSTMENTS

The Contract Amount shall remain firm throughout the first (1st) year of the Initial Contract Term. Adjustments in the amount for ensuing years shall be made in accordance with the following:

5.2.1 **CPI-U:** The County will allow an annual CPI-U price adjustment for each year of the Contract after the first year as described herein. The CPI-U used shall be the percentage of movement of the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, and Urban Areas for the 12-month period ending in March of each Contract year. The CPI-U adjustment shall be limited to fifty percent (50%) of each unit price, unless otherwise specified herein. The Adjusted Contract Unit Prices shall become effective on July 1, 2016, and shall be adjusted every 12 months thereafter on the Contract anniversary date according to the formula in the example below and shall be binding on the Contractor for the ensuing Contract year. The cost for any cart purchase that is pro-rated over the Initial Contract Term of the Contract shall not be subject to the CPI-U adjustment. The unit price for recyclables processing at the receiving facility or rebate formulas for recyclable materials shall not be subject to the CPI-U adjustment.

CPI-U ADJUSTMENT EXAMPLE: For Refuse Collection Service, take the maximum of the change of the CPI-U multiplied by 50% of unit price. The calculation for the adjusted monthly per household collection service unit price for the ensuing contract year shall be derived as follows:

$(.50 \times \text{Unit Price} \times \text{CPI-U}) + (.50 \times \text{Unit Price}) = \text{Adjusted Unit Price}$, rounded to the nearest cent

if the monthly unit price for Refuse Collection Service per household is \$5.29, then the CPI-U adjustment would apply to 50% of the unit price or \$2.65. Assuming an annual CPI-U adjustment of 3.5%, then the formula would be as follows:

$(0.50 \times \$5.29 \times 1.035) + (0.50 \times \$5.29) = \text{Adjusted Unit Price}$, or
 $(\$2.737575) + (\$2.645) = \$5.38$

5.2.2 **HOUSE COUNT:** For Contract unit prices that are billed by Contractor per household, the County will pay the Contractor based on the County's actual annual solid waste service fee billing records for active accounts. For the first year of the Contract, the house count shall be 33,133. For each subsequent Contract year, the County Project Officer will determine, based on June billing records, the current house count for those residential units paying for County-provided curbside collection service and shall provide this count to the Contractor in writing at least fifteen (15) calendar days prior to the Contract anniversary date. The first adjusted house count shall become effective on July 1, 2016, and the house count shall be adjusted every 12 months thereafter on the Contract anniversary date and shall be binding on the Contractor for the ensuing Contract year. At the written request of Contractor, the County Project Officer may agree to confirm the number of households served and invoiced to the County by performing an audit, which shall be performed jointly by County and Contractor.

5.2.3 **UNIT PRICES:** The prices in Sections 5.1.1 through 5.1.6 above shall be firm throughout the first (1st) year of the Initial Contract Term. For subsequent Contract years 2 through 10, price adjustments shall be made in accordance with the following:

- A. For Sections 5.1.1 through 5.1.4 of this Exhibit, adjustments in the prices for ensuing years shall be made annually and shall go into effect on the Contract anniversary date in accordance with the methods described in Sections 5.2.1 and 5.2.2 of this Exhibit for CPI-U and House Count.

- B. For Cart Maintenance and Management in Section 5.1.5 of this Exhibit, adjustments in the prices for ensuing years shall be made annually and shall go into effect on the Contract anniversary date in accordance with the method described in Section 5.2.1 of this Exhibit for CPI-U. The Cart Maintenance and Management Fees in Section 5.1.5 of this Exhibit shall not be subject to the price adjustments pursuant to Section 5.2.2 of this Exhibit for House Count for the life of the Contract.
- C. For the New Organics Cart Purchase and Distribution in Section 5.1.6 of this Exhibit, no adjustments in the price shall be made pursuant to Sections 5.2.1 and 5.2.2 of this Exhibit for CPI-U and House Count for the life of the Contract.