

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

CONTRACT AWARD COVERPAGE

TO: Recyc Systems, Inc. PO Box 562 Remington, VA 22734	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	<u>February 21, 2020</u> <u>20-167-ITB</u> <u>Removal and Disposal of Biosolids</u>
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-167-ITB including any attachments or amendments thereto.

EFFECTIVE DATE: March 3, 2020

EXPIRES: February 28, 2021

RENEWALS: THIS IS THE 1st YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.

COMMODITY CODE(S): 95812, 96239

LIVING WAGE: Y or N

ATTACHMENTS:

AGREEMENT No. 20-167-ITB

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Susan Trumbo **VENDOR TEL. NO.:** (540) 547-3300

EMAIL ADDRESS: strumbo@recycsystems.com

COUNTY CONTACT: Wilbur Brown, DES, WPCB **COUNTY TEL. NO.:** (703) 228-7037

COUNTY CONTACT EMAIL: wbrown@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Tomeka D. Price Title Procurement Officer Date March 3, 2020

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

AGREEMENT NO. 20-167-ITB

THIS AGREEMENT is made, on the date of execution by the County, between Recyc Systems, Inc., PO Box 562, Remington, Virginia 22734 ("Contractor") a Virginia Stock Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 20-167-ITB.

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

2. SCOPE OF WORK

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

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on March 1, 2020 and must be completed no later than February 28, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from March 1, 2021 to February 28, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until February 28, 2021 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items,

Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in November of each year of the Contract.

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

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

6. PAYMENT TERMS

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

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

7. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

8. NO WAIVER OF RIGHTS

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

9. NON-APPROPRIATION

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

10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

11. COUNTY PURCHASE ORDER REQUIREMENT

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

12. WARRANTY

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

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

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

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

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

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

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

14. DAMAGE TO PROPERTY

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

15. CLEANING UP

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

16. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

17. OSHA REQUIREMENTS

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

18. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the

materials, Material Safety Data Sheets (“MSDS”) for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County’s refusal of goods under this section or rejection of MSDS.

19. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

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

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

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

20. FAILURE TO DELIVER

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

21. UNSATISFACTORY WORK

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

22. PROJECT STAFF

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

23. SUPERVISION BY CONTRACTOR

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

24. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

25. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

26. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

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

27. TERMINATION

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

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

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

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

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

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

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

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

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the

Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

28. INDEMNIFICATION

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

29. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails

or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

30. COPYRIGHT

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

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

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

31. OWNERSHIP AND RETURN OF RECORDS

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

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

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

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

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

32. CONFIDENTIAL INFORMATION

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

processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

33. ETHICS IN PUBLIC CONTRACTING

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

34. COUNTY EMPLOYEES

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

35. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

36. AUTHORITY TO TRANSACT BUSINESS

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

37. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

38. ANTITRUST

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

39. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and

inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

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

40. AUDIT

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

41. ASSIGNMENT

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

42. AMENDMENTS

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

43. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

44. DISPUTE RESOLUTION

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

45. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

46. ARBITRATION

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

47. NONEXCLUSIVITY OF REMEDIES

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

48. NO WAIVER

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

49. SEVERABILITY

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

50. 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.

51. ATTORNEY'S FEES

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

52. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

53. HEADINGS

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

54. AMBIGUITIES

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

55. NOTICES

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

TO THE CONTRACTOR:

Recyc Systems, Inc.
Susan Trumbo
PO Box 562
Remington, VA 22734
strumbo@recycsystems.com

TO THE COUNTY:

Wilbur Brown, Project Officer
3402 S. Glebe Road
Arlington, VA 22202
wbrown@arlingtonva.us

AND

Sharon T. Lewis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

56. ARLINGTON COUNTY BUSINESS LICENSES

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

57. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

58. LIMITED ENGLISH PROFICIENCY

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

59. INSURANCE REQUIREMENTS

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

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer’s liability with limits of \$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 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect

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

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

60. COUNTERPARTS


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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

RECYC SYSTEMS, INC.

AUTHORIZED
SIGNATURE: Tomeka Price

AUTHORIZED
SIGNATURE: 

NAME TOMEKA PRICE
TITLE: PROCUREMENT OFFICER

NAME Charles S Foushee
TITLE: President

DATE: March 3, 2020

DATE: February 25, 2020

SCOPE OF SERVICES

Overview

The Contractor shall provide all equipment, personnel, permits, and any other fees, expenses, laboratory analyses, sundries, etc. necessary to fully perform the work in a complete, efficient, and expeditious manner, the hauling and disposal of biosolids from the Arlington County Water Pollution Control Bureau (WPCB). Biosolids are defined herein as the semi-solid organic and inorganic residual material resulting from the wastewater treatment process, which are suitable for beneficial use or recycling per United States 40 CFR, Part 503 Regulations. For the WPCB, this includes both lime stabilized Class B biosolids and dewatered sewage sludge.

WPCB generates approximately 38,000 wet tons per year of Class B lime stabilized biosolids which are expected to meet all current Virginia Department Environmental Quality regulatory requirements for Class B, lime- stabilized biosolids.

WPCB may require approximately 50 wet tons or less per year disposal, due to maintenance or other activities, of unstabilized dewatered sewage sludge biosolids.

Compliance with applicable laws, permits and ordinances: The contractor shall comply with any and all Federal, State, County and local laws, permits, regulations and ordinances governing the processing, storage, transporting and disposal of Biosolids.

Permits: The Contractor shall obtain and maintain all permits necessary for the performance of the Work for the duration of the contract. This shall include, but not be limited to, all permits necessary for the processing, storage, hauling, and final disposal of biosolids and dewatered sewage sludge.

If the Contractor intends to landfill any of the biosolids, the Contractor shall obtain all necessary permits, secure all agreements with landfill(s), and provide all equipment, materials, labor and services necessary for the disposal of all lime stabilized Class B biosolids and dewatered sewage sludge furnished by the WPCB.

The Contractor shall dispose of biosolids produced by the County. The biosolids currently produced have the following approximate characteristics:

- Anticipated average cake dryness: 27% to 37% total solids content;
- Cake dryness can range from 18% to 40% total solids content;
- Trace metals (see Attachment 1) **Note: these data are to be considered typical only. They are not intended to be a guarantee of chemical composition. Significant variances may occur;** and
- Average biosolids volatility: 80%.

Recent historical data from the WPCB’s Class B biosolids is noted below:

Year	Total Solids (%)		Volatile Solids (%)	
	Average	Typical Range	Average	Typical Range
2016	33.43	30.07 - 36.24	81.73	79.97 - 83.67
2017	33.16	31.12 - 35.92	N/A	N/A
2018 ¹	32.19	29.98 - 35.14	80.47	77.27 - 83.55
2019 ²	31.73	27.44 - 35.12	80.89	75.39 - 83.47

1. Data available from May 2018 to December 2018
2. Data available from January 2019 to September 2019

Loading location

The Contractor shall transport the biosolids from the County’s Dewatering Building loading bays located at 3200 South Eads St. Arlington, Virginia 22202, to the permitted land application and storage sites located in Virginia. Upon Project Officer prior approval, other options may be considered.

The Contractor’s truck driver shall call when they are approximately ten (10) minutes from 3200 South Eads St. Arlington, Virginia 22202. The Contractor’s driver may enter the plant via two gates on S Eads:

- Gate 2, which is south of the Dewatering Building, or
- Gate 1, directly opposite the truck bays.

The County will open the gate entrance and watch for the Contractor’s truck via the cameras. Upon arrival, the County will open the truck bay door.

Contractor’s responsibility to receive material and deliver services

When made available, the Contractor shall receive biosolids and dewatered sewage sludge in all weather conditions. The Contractor shall be responsible for proper handling, hauling/transporting, and disposal of received biosolids and dewatered sludge. It shall be the responsibility of the Contractor to make adjustments, provisions, etc., necessary to provide transportation of biosolids. This shall include, but not be limited to, provisions for inclement/freezing weather; and the provision of transport vehicles as needed, in a staged and orderly fashion.

Truck Loading Hours

Normal hours of operation, subject to change, are listed below:

- Monday – Friday: 12 midnight to 4 pm (No truck loading from 4:01 pm to 12:01 am)
- Saturday: 12 midnight to 9 am (No truck loading from 9:01 am until 12:01 am)
- Sunday: Only in an emergency
- County Holidays: Only in an emergency

Placing Orders for Trucks

The County will provide the Contractor with advanced truck schedule notification via email. Notification of truck loads ordered will normally be by 4 pm for the trucks that are to arrive later that night. Normally, the first truck is to arrive in a timely manner so that it can be loaded beginning at 12 midnight. The County will not pay demurrage or additional compensation for long loading times, trucks coming early, and/or

over ordering of trucks. Normally, it takes approximately 60 to 90 minutes to load a truck but may take longer if issues arise.

On-Site/Off-Site Storage

The WPCB has limited onsite storage. The Contractor shall remove biosolids from the WPCB daily and within ten (10) hours when requested in coordination with the County's dewatering facility operator to avoid the storage of unstabilized dewatered sewage sludge for more than eight (8) hours in WPCB facilities.

WPCB Operators control the equipment that loads the trucks. All trailers loaded with biosolids and/or dewatered sewage sludge shall be removed from the site and taken immediately to the target destination. Loaded trailers will not be stored on the WPCB site, in the Dewatering Building, or anywhere in or outside the Commonwealth of Virginia. Storage is defined as the load being in one location for more than fifteen (15) minutes outside of the designated land application or storage facility site(s).

Determination of service provided – truck net weight

All tractor/trailer units will be weighed prior to loading and after loading using the truck scale in the WPCB Dewatering Building (DWB) loading bay to determine the net weight of product that was loaded on the trailer.

Once the truck backs into the loading area and is fully on the scale, the tare weight is recorded by the County. When the truck loading is complete, the gross weight is recorded, and the computer generates the net weight. The County prints out the ticket and gives two copies to the driver, and one copy is retained by the County.

The Arlington County scales located at 3200 S. Eads St. in the DWB loading bay will be the primary scales used to determine the net weights. These scales are calibrated/verified/certified semi-annually.

Hauling route

All hauling units will follow the attached Authorized Route for Biosolids Hauling Vehicles (Attachment #2) unless granted written permission by the Project Officer.

Odors

The Contractor is solely responsible for the control of odors during hauling and disposal of biosolids, including, but not limited to, hauling operations, at field locations and at any storage facilities. The Contractor shall control the odors to remain in compliance with all applicable permits, regulations, etc. Foam is no longer applied for odor control purposes once the trucks are loaded. Tarps therefore must be secured in such a way that minimizes odor being released from the truck.

Regulatory required field samples, analyses, and reporting of results

Notice and Necessary Information (NANI) samples, analyses, and reports are required to be performed by the Contractor once every two (2) months and shall be submitted to the County within one (1) week of receipt via email to the Project Officer and other personnel who will process the data for regulatory reports, invoice reconciliation, etc. All work concerning this effort must be in compliance with Environmental Protection Agency (EPA) Standard Methods and meet Virginia Department Environmental Quality (DEQ) regulatory requirements. All analytical work, other than field pH values, must be performed by a National Environmental Laboratory Accreditations Conference (NELAC) Division of Consolidated Laboratory Services (DCLS) certified laboratory. All costs associated with any sampling and/or analytical

work shall be included in the unit costs submitted on the bid form. **An example of the required report is located in Attachment 3.**

Contractor equipment

The County has the right to inspect any and all Contractor equipment at any time at the Contractor's sole cost.

All trailers are to have water tight gates and bodies that function leak proof continuously. Contractor is responsible for cleaning seals on a regular basis to ensure that trailer gates function leak proof consistently.

All trailers are to have tarps that have 100% integrity (no rips, cuts, tears, etc.) and must be secured prior to the opening of the outer doors of the Dewatering Building when the truck will exit the loading facility. Tarp may be flat or arched, as long as it does not hit the truck loading facility ceiling. Tarps must be fully-secured before leaving the Dewatering Building. The method of securing the tarps will be such that it will minimize the air entering and leaving the trailer. Tarp maintenance and repairs will be at the Contractor's sole cost.

All tractors and trailers are to be maintained in a clean and well-maintained state/working order such that there is no biosolids and/or dewatered sewage sludge on the outside of the trailer exterior. This is to be performed at the Contractor's sole cost.

All tractors and trailers will be uniquely identified by an alpha numeric identification that is clearly observable from the sides of the units. No units will be numbered identically.

The Contractor is solely responsible for utilizing tractors and trailers that can safely enter and exit the loading facility without causing damage and ensuring adequate clearances to prevent damage to buildings, equipment, and personnel and that can be properly weighed with the existing scale equipment.

See Attachment #4 for general dimensions. **Note: these dimensions are not exact. Contractor is responsible for field verification.**

Should a mechanical breakdown occur en route to any management site, the Contractor shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the targeted management site for the proper removal of the material. This shall be the sole responsibility of the Contractor and carried out at his/her expense. Timely notification of such a situation and its satisfactory resolution shall be made to the Project Officer.

When a breakdown causes a vehicle to be removed from normal service, it is understood that the Contractor shall supply a back-up unit which meets all criteria set forth in this document in a timely manner so as not to interrupt service.

Should a mechanical breakdown occur on the WPCB site, the Contractor shall inform the on-site County staff immediately, giving the nature of the breakdown. Contractor shall make arrangements to have the unit removed to another location for repair in a timely manner. If it requires only a minor repair that will not impact the WPCB, permission may be given for Contractor to do same on the site. This shall be decided on a case-by-case basis at the discretion of the County.

Record keeping

The Contractor shall maintain daily records that indicate compliance with all parameters for all permits and regulatory requirements including but not limited to: land application field address, field location where biosolids was applied, truck #, trailer #, driver name, date received from County, time received from County, date unloaded at land application/landfill site, and date land applied. This information shall be maintained on an MS Office Excel spreadsheet and shared with the County on at least a monthly basis via email to the Project Officer and designees. Other field observations concerning the atypical conditions (such as related to the quality of the biosolids that are disposed of including but not limited to odors, color, etc.) shall be noted by the field manager and maintained in appropriate format by the Contractor. All other records required by the Virginia Department of Environmental Quality shall be maintained by the Contractor and be made available to the Project Officer upon request.

Notification of suspected off specification loads

Should any of the Contractor’s personnel have any reason to believe the quality of the biosolids fails to meet any of the regulatory requirements or if the material appears to be out of specification or abnormal, the Contractor’s personnel must immediately contact the Shift Supervisor at 703-585-6851. Contractor’s personnel must also notify the Contractor’s appropriate personnel in responsible charge so that appropriate actions can be taken to investigate and mitigate in a timely manner.

Restrictions on Contractor’s personnel

The Contractor’s personnel shall not operate any County equipment at any time and must remain in designated areas.

The Contractor’s personnel shall minimize the generation of noise when in the County. This includes, but is not limited to:

1. No use of vehicle horns unless it is to avoid an accident.
2. No engine braking

The Contractor’s personnel shall adhere to the County’s idling and mobile communication device policies while on the plant site or within one (1) mile of the plant. The Contractor’s personnel shall adhere to the County’s no smoking policy when on County property.

Spills and Clean Up

The Contractor shall have Spill Prevention, Control and Counter-measures (SPCC’s) and Emergency Response Plans approved and in place.

The Contractor shall keep its hauling route, equipment, and work area, neat and clean and shall bear all responsibility for the clean-up of any spill which occurs during the transportation of biosolids or dewatered sewage sludge. In the event that spillage occurs, the Contractor shall be responsible for immediate clean-up in accordance with regulatory agency requirements.

The Contractor shall be responsible for the immediate notification of the County’s Project Officer should any spill occur. Information provided shall include location of the spill, approximately quantities, all notifications made, problems caused by the spill, and the action taken to clean it up.

The clean-up of any biosolids which are dumped, spilled, or discarded in any location other than the site(s) authorized for that purpose, shall be the sole responsibility of the Contractor and conducted by the Contractor, or at his/her expense and direction, in accordance with all applicable laws.

Other:

All Dewatering Building doors and windows will normally be closed unless the truck/trailer is entering/leaving the building.

Any property damage caused by the Contractor on or off the plant site is the sole responsibility of the Contractor to mitigate according to all local, state, and federal requirements and must be completed in a timely manner to ensure continuity of service of the ACWPCP in a safe and secure manner that meets all regulatory and safety requirements and minimizes negative impacts to the quality of life of local residents.

Electronic Reports:

All electronic reports as described on p. 11-12 of the Scope of Services – Excel, PDF, etc., must be editable by the recipient (i.e. the County).

Prices

Prices shall be net and shall include all items of expense necessary to perform this contract in accordance with the terms set forth herein, including transportation and handling charges, State monitoring fees, and any other fees necessary to comply with regulatory requirements, fully prepaid by the Contractor to destination.

The Contractor may also request increases in response to increases in the Virginia Department of Environmental Quality's land application fees. **The Contractor shall be solely responsible for any and all additional expenses incurred after award of this contract which are the direct result of the application of the County's biosolids.**

Responsibility for Familiarization

The Contractor shall be responsible for familiarizing themselves with, and adhering to, all state and local laws and requirements governing the handling and disposal of biosolids in and through all jurisdictions which may be involved in the hauling route and disposal site(s). This familiarization is designed to ensure that all bidders will be qualified to be considered for the bid.

Adherence to all applicable regulations shall be the sole responsibility of the Contractor.

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 20-167-ITB

B I D F O R M

SUBMIT ONE FULLY-COMPLETED AND SIGNED BID FORM HARD COPY AND ONE COMPLETE BID FORM ON A USB TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA 22201 (THE BID FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE USB SHALL BE A MIRROR COPY OF THE FULLY-COMPLETED AND SIGNED BID FORM).

BIDS WILL BE OPENED AT 1:00 P.M., ON FEBRUARY 17, 2020

FOR PROVIDING REMOVAL AND DISPOSAL OF BIOSOLIDS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

- I. **Removal, hauling and land application/final disposal of Class B Biosolids and unstabilized Dewatered Sewage Sludge:** Bidders shall submit a unit price per wet ton (as weighed at the scales) of Class B biosolids and unstabilized Dewatered Sewage Sludge delivered to the disposal site(s) approved in advance by the County.

Item Description	Unit Price per wet ton	Estimated Quantity	Extended Price Annually
Removal, hauling and land application/final disposal of Class B Biosolids	\$ <u>47.95</u>	38,000 wet tons annually	\$ <u>1,822,100.00</u>
Removal, hauling, processing and disposal of unstabilized Dewatered Sewage Sludge	\$ <u>75.00</u>	50 wet tons annually	\$ <u>3,750.00</u>
GRAND TOTAL PRICE			\$ <u>1,825,850.00</u>
Removal and hauling only of Class B biosolids or Dewatered Sewage Sludge to a destination directed by Arlington County. Miles shall be calculated from 3200 South Eads St. Arlington, Virginia 22202 to the destination directed by Arlington County.			\$ <u>3.00</u> /mile

The unit prices shall include all taxes, fees, surcharges, testing, or other requirements of any jurisdiction and/or legal requirement concerned in the disposal of these biosolids and/or dewatered sewage sludge, overhead and profit to the Contractor in fulfillment of this contract and no other charges or fees shall be billed to the County under this Contract.