

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

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	May 28, 2013
WM RECYCLE AMERICA, LLC	CURRENT REFERENCE NO:	653-13
2801 DORR AVENUE	CONTRACT TITLE:	PROCESSING SERVICES – RECYCLING MATERIAL
FAIRFAX, VA 22031	PRIOR REFERENCE NO:	58-11

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective **IMMEDIATELY** and expires on **JANUARY 31, 2023.**

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. **653-13** and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING AND ATTACHMENTS:


- 1) FOR PRICING INFORMATION REFER TO THE BID OF CONTRACTOR (ATTACHED)
- 2) ARLINGTON COUNTY INVITATION TO BID NO. 653-13

EMPLOYEES NOT TO BENEFIT:

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

<u>VENDOR CONTACT:</u>	<u>JIM MARCINKO</u>	<u>VENDOR TEL. NO.:</u>	<u>703-207-9100</u>
<u>VENDOR PAYMENT TERMS:</u>	<u>NET 30 DAYS</u>	<u>VENDOR FAX. NO.:</u>	<u>703-207-2003</u>
		<u>EMAIL ADDRESS:</u>	<u>jmarcinko@wm.com</u>
<u>COUNTY CONTACT:</u>	<u>LINDA K BROWN</u>	<u>COUNTY TEL. NO.:</u>	<u>703-228-6488</u>
		<u>EMAIL ADDRESS:</u>	<u>lkbrown@arlingtonva.us</u>

CONTRACT AUTHORIZATION


Maryam Zahory, CPPB
Procurement Officer

5/29/13
DATE

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2

ARLINGTON COUNTY,
VIRGINIA OFFICE OF THE
PURCHASING AGENT

INVITATION TO BID NO. 653-13

BID FORM

Page 1 of 5

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

BIDS WILL BE OPENED AT 2:00 P.M. ON MARCH 14, 2013

FOR PROVIDING PROCESSING AND SALE SERVICES FOR THE RECYCLED MATERIAL COLLECTED FROM COUNTY RESIDENCES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.

An electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.

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

The undersigned acknowledges receipt of the following amendments:

AMENDMENT NO.	DATE	INITIAL

BIDDER'NAME: WM Recycle America, L.L.C

BID FORM, PAGE 2 OF 5

1. BID SUBMISSION REQUIREMENTS

Submit all information in the same order as outlined in paragraph 27 (Best Value Bid Submission Requirements)

2. METHOD OF DISPOSAL OF RESIDUAL (Check the appropriate option and attach a sheet with the address and contact information for the facility)

- Waste to Energy Facility
- Incineration
- Composting
- Landfill
- Other _____

3. LOCATION OF RECEIVING FACILITY (see specification section 4a)

Merrifield MRF and Transfer Station

2801 Dorr Avenue Fairfax, VA 22031

4. PRICING

The method for determining the price to be paid for a ton of unsorted recyclables is described in Section 9 of the Specifications above. Bidders should enter percentages and a processing charge in the lines below. These amounts will be used for determining the high-bidder and determining contract payment amounts.

#	Product:	Percentage of Return
1	Mixed Paper: The unit price paid for each ton of mixed paper as described in Section 9 of the Specifications stated as a percentage of the index:	<u>85</u> % RISI Pulp and Paper News Transacted Paper Stock Prices, Mixed Paper(1), Southeast
2	Old News Print: The unit price paid for each ton of old newsprint material as described in Section 9 of the Specifications stated as a percentage of the index:	<u>85</u> % RISI Pulp and Paper News, Transacted Paper Stock Prices, News(8), Southeast
3	Old Corrugated Containers: The unit price paid for each ton of old corrugated containers as described in Section 9 of the Specifications stated as a percentage of the index:	<u>85</u> % RISI Pulp and Paper News, Transacted Paper Stock Prices, OCC (11), Southeast
4	Glass Containers: The unit price paid for each pound of glass containers (all colors) as described in Section 9 of the Specifications stated as a percentage of the index:	<u>0</u> % Waste Recycling News Announced Recovered Materials Prices, New York Region, Glass, Flint.
5	Aluminum Containers: The unit price paid for each pound of aluminum containers as described in Section 9 of the Specifications stated as a percentage of the index:	<u>85</u> % Waste Recycling News Announced Recovered Materials Prices, New York Region, Metals, aluminum cans, sorted and baled.

BIDDER'S NAME: WM Recycle America, L.L.C

BID FORM PAGE 3 OF 5

#	Product:	Percentage of Return
6	Non-aluminum Metal Containers: The unit price paid for each pound of steel/bi-metal containers as described in Section 9 of the Specifications stated as a percentage of the index:	<u>85</u> % Waste Recycling News Announced Recovered Materials Prices, New York Region, Metals, steel cans, sorted and densified
7	Plastic Containers: The unit price paid for each pound of plastic containers as described in Section 9 of the Specifications stated as a percentage of the index:	<u>85</u> % Waste Recycling News Announced Recovered Materials Prices, New York Region, Plastics, average of PET baled & HDPE baled.
8	Cost per ton to process 'single-stream' material	\$72.00
9	Additional charge for the inclusion of small metal items (less than five (5) pounds in weight):	\$12.00

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

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

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

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

CERTIFICATION OF NON-COLLUSION:

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

BID FORM PAGE 4 OF 5

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

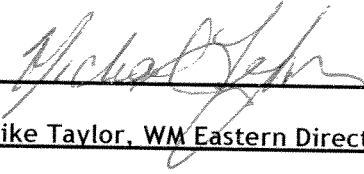
Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

Jim Marcinko

6994 Columbia Gateway Drive, Columbia, MD 21046

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

AUTHORIZED SIGNATURE



PRINT NAME AND TITLE Mike Taylor, WM Eastern Director of Recycling Operations; VP WMRA

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

NAME (PRINTED): Jim Marcinko TITLE: Area Director, Recycling Operations

E-MAIL ADDRESS: jmarcinko@wm.com TEL. NO.: 301.440.0327

SUBMITTED BY: (LEGAL NAME OF ENTITY) Waste Management Recycle America L.L.C

ADDRESS: 2801 Dorr Avenue

CITY/STATE/ZIP: Fairfax, VA 22031

TELEPHONE NO: 703.207.9100

FACSIMILE NO.: 703.207.2003

TAX ID NUMBER (EIN/SSN): 72-1541911

THIS FIRM IS A: • INSERT NAME OF STATE Delaware
 CORPORATION, GENERAL PARTNERSHIP, LIMITED PARTNERSHIP,
 UNINCORPORATED ASSOCIATION, LIMITED LIABILITY COMPANY

IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA? yes

IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC: 03221835

ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? N

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

BID FORM, PAGE 5 OF 5

Solicitation #
Metropolitan Washington Council of Governments Rider Clause

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

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

YES	NO	JURISDICTION	YES	NO	JURISDICTION
X		ALEXANDRIA, VIRGINIA	X		MANASSAS, VIRGINIA
X		ALEXANDRIA PUBLIC SCHOOLS	X		CITY OF MANASSAS PUBLIC SCHOOLS
X		ALEXANDRIA SANITATION AUTHORITY	X		MANASSAS PARK, VIRGINIA
X		ARLINGTON COUNTY, VIRGINIA	X		MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMM.
X		ARLINGTON COUNTY PUBLIC SCHOOLS	X		METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
X		BOWIE, MARYLAND	X		METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
X		BLADENSBURG, MARYLAND	X		MONTGOMERY COLLEGE
X		CHARLES COUNTY PUBLIC SCHOOLS	X		MONTGOMERY COUNTY, MARYLAND
X		COLLEGE PARK, MARYLAND	X		MONTGOMERY COUNTY PUBLIC SCHOOLS
X		CULPEPER COUNTY, VIRGINIA	X		OMNIRIDE
	X	DISTRICT OF COLUMBIA	X		PRINCE GEORGE'S COUNTY, MARYLAND
	X	DISTRICT OF COLUMBIA COURTS	X		PRINCE GEORGE'S PUBLIC SCHOOLS
	X	DISTRICT OF COLUMBIA PUBLIC SCHOOLS	X		PRINCE WILLIAM COUNTY, VIRGINIA
X		FAIRFAX, VIRGINIA	X		PRINCE WILLIAM COUNTY, VIRGINIA
X		FAIRFAX COUNTY, VIRGINIA	X		PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
X		FAIRFAX COUNTY WATER AUTHORITY	X		PRINCE WILLIAM COUNTY SERVICE AUTHORITY
X		FALLS CHURCH, VIRGINIA	X		ROCKVILLE, MARYLAND
X		FAUQUIER COUNTY, VIRGINIA SCHOOLS & GOVERNMENT	X		SPOTSYLVANIA COUNTY SCHOOLS
X		FREDERICK, MARYLAND	X		STAFFORD COUNTY, VIRGINIA
X		FREDERICK COUNTY, MARYLAND	X		TAKOMA PARK, MARYLAND
X		GAITHERSBURG, MARYLAND	X		UPPER OCCOQUAN SEWAGE AUTHORITY
X		GREENBELT, MARYLAND	X		VIENNA, VIRGINIA
X		HERNDON, VIRGINIA	X		VIRGINIA RAILWAY EXPRESS
X		LEESBURG, VIRGINIA	X		WASHINGTON METROPOLITAN AREA TRANSIT
X		LOUDOUN COUNTY, VIRGINIA	X		WASHINGTON SUBURBAN SANITARY COMMISSION
X		LOUDOUN COUNTY PUBLIC SCHOOLS	X		WINCHESTER, VIRGINIA
X		LOUDOUN COUNTY SANITATION AUTHORITY	X		WINCHESTER PUBLIC SCHOOLS

BIDDER' NAME: WM Recycle America L.L.C



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

INVITATION TO BID NO. 653-13

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA, 22201, UNTIL 2:00 P.M. ON THE 14TH DAY OF MARCH 2013 FOR:

PROVISION OF SERVICES FOR PROCESSING AND SALE OF MATERIAL COLLECTED FROM THE COUNTY'S RESIDENTIAL CURBSIDE RECYCLING PROGRAM ON AN AS NEEDED BASIS FOR UP TO A TEN-YEAR PERIOD.

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

NOTE: ARLINGTON COUNTY MOVED TO A NEW SUPPLIER REGISTRATION SYSTEM (BIDDER LIST) ON JUNE 15, 2012. ALL SUPPLIERS, INCLUDING THOSE WHO WERE REGISTERED IN THE OLD SYSTEM, MUST REGISTER IN THE NEW SYSTEM, AND PROVIDE A VALID E-MAIL ADDRESS, TO RECEIVE NOTICES OF BID OPPORTUNITIES. FOR ADDITIONAL INFORMATION AND REGISTRATION LINK PLEASE VISIT WWW.ARLINGTONVA.US/PURCHASING

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

Arlington County, Virginia
Office of the Purchasing Agent

Maryam N. Zahory, CPPB
Procurement Officer
mzahory@arlingtonva.us

NOTICE

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I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION

All questions relating to this solicitation shall be submitted in writing to Maryam Zahory in the Office of the Purchasing Agent, mzahory@arlingtonva.us. For a question to be considered, the subject line of the email must state the following: **ITB No. 653-13 - Questions**. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting County staff other than the Office of the Purchasing Agent.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED AFTER 5:00 P.M. SEPTEMBER 4, 2012.

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

2. COMPETITION INTENDED

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

3. BID FORM SUBMISSION

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

A bidder's failure to submit a bid with a fully-completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid. A bid will be rejected if its corresponding Bid Form is not signed in the designated space by a person authorized to legally bind the bidder. Modification of or additions the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of Arlington County.

4. BIDDER CERTIFICATION

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

5. EXCEPTIONS

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

6. NONCONFORMING TERMS AND CONDITIONS

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

7. ERRORS IN EXTENSION

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

8. REQUIREMENTS CONTRACT ACKNOWLEDGEMENT

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will be a requirements contract. Arlington County will have no obligation to the successful bidder if no items or services or goods are required. Any quantities which are included in this solicitation are the present expectations of those who are planning for Arlington County for the period of the contract. The amount is only an estimate and each bidder understands and agrees that Arlington County is under no obligation to the successful bidder to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Each bidder further understands that Arlington County may require items, services, or goods in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in the contract.

9. USE OF BRAND NAMES

Unless identified as a "No Substitute" item in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to that specific brand, make or manufacturer. The use of the brand, make or manufacturer's identification is intended to convey the general type, style, character, and quality of the article described. Any article which the County in its sole discretion determines to be the equivalent of the article specified, considering quality, workmanship, economy of operation, and/or suitability for the intended use, may be accepted and considered for award. It is the bidder's sole responsibility to only use substitutes that meet the above criteria.

10. DISCOUNTS

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

11. EXPENSES INCURRED IN PREPARING BID

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

12. BIDDER INVESTIGATIONS

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

13. INCOMPLETE DOCUMENTS

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

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

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

14. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material, or goods specified herein in a satisfactory manner. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection by Arlington County.

15. DEBARMENT STATUS

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

16. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of or in addition to what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

17. NEW MATERIAL

Unless otherwise provided for in this solicitation, the bidder represents and warrants that the goods, materials, supplies, or components offered to Arlington County under this solicitation and any resulting contract are new, not used or reconditioned, and are not of such age or deterioration as to impair their usefulness or safety, and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the bidder believes that furnishing used or reconditioned goods, materials, supplies or components will be in Arlington County's interest, the bidder shall notify the Purchasing Agent in writing no later than ten (10) business days prior to the date set for opening of bids. The notice shall include the reasons for the request and any benefits which may accrue to Arlington County if the Purchasing Agent authorizes the bidding of used or reconditioned goods, materials, supplies or components.

18. INFORMALITIES

Arlington County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the goods, services and/or construction being procured. If insufficient information is submitted for Arlington County to properly evaluate the bid by a bidder, Arlington County reserves the

right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

19. ARLINGTON COUNTY BUSINESS LICENSES

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

20. AUTHORITY TO TRANSACT BUSINESS

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

21. BID WITHDRAWAL PRIOR TO BID OPENING

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

22. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

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

23. PARKING

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

24. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act "(VFOIA)". However, the bidder or contractor must invoke the protection of

this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, in the spaces provided on the Bid Form, the data or other materials sought to be protected and the reasons why protection is necessary or falls within the exceptions to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

25. INTEREST IN MORE THAN ONE BID AND COLLUSION

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

26. BEST VALUE APPROACH

This solicitation is issued under the "Best Value" approach, as it is defined in the Arlington County Purchasing Resolution. Under this approach, in determining the "lowest responsible bidder", the County may consider, in addition to price, any of the following:

- a. The ability, capacity, skill and financial resources of the bidder to perform the contract or to provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. Whether the bidder provides services that are the best value for the County;
- d. The character, integrity, reputation, judgment, experience, and/or efficiency of the bidder;
- e. The quality of work and of performance under previous contracts or services;
- f. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

27. BEST VALUE BID SUBMISSION REQUIREMENTS

In addition to the completed and properly executed Bid Form, bidders shall provide the following information in the same order and using the same titles as shown. Bids submitted with different formats or titles may be rejected.

1. SECTION A – EXPERIENCE

Bidder(s) shall submit evidence of experience as required below. Such information shall clearly identify the experience of the firm working with other local jurisdictions. All information provided shall include a description of the contract(s) identified, the name and telephone number of a responsible contact person who can verify the information provided.

2. SECTION B – PLANT DESCRIPTION

Bidder(s) shall describe their plant and its daily capacity that would adequately satisfy the County needs. Include all locations at which recyclable material may be dropped off and designate one of the locations as 'Primary'. This location

will be the one primarily used by the County when delivering material.

3. SECTION C – Recyclable Material Marketing Plan

Bidder(s) shall submit information regarding the disposition of recyclable materials that are processed and sold:

1. Bidder(s) shall describe a list of the buyers for each of the material types that are sold or disposed of. If they are not an 'end user', then also include the 'end user' of the material if possible.
2. Bidders shall submit samples of documentation showing completed transactions to buyers such as agreements to purchase material and copies of checks received as payment for material.

4. SECTION D – "LIST OF ACCEPTABLE ITEMS"

Bidders shall submit a detailed list of items that will be accepted for processing and sale. If some items are acceptable, but there is no current market for them because of recent economic factors, please note and explain what will be done with such material until markets recover.

5. SECTION E – PRICING & EMERGENCY CONTACT

1. Bidder(s) shall submit a properly completed Bid Form in its entirety.
2. Completed and Signed Bid Forms shall include the pricing and other information requested. Incomplete Bid Forms will be rejected

28. BEST VALUE AWARD PROCESS

At the time of the bid opening, a Bid Evaluation Form, enclosed in a sealed envelope, will be made a public record. The Bid Evaluation Form shall include the criteria applicable to the contract weighted according to the value of those criteria under this solicitation.

For each bid received, and for each criterion listed, County staff will assign a number of points reflecting, in their sole opinion, the degree by which the bid satisfies each criterion. The assigned number of points will then be multiplied by the weight assigned to each criterion. A sum of the resulting numbers will identify the bid which represents the best value under this solicitation. The bidder with the highest total evaluation points will be awarded the contract.

29. METHOD OF AWARD

Arlington County will award this solicitation to the responsive and responsible bidder whose bid represents the best value under this solicitation, and who is proposed a higher percentage of return on the sale of recycled material. However, Arlington County reserves the right to make the award to multiple bidders if guidelines for assigning orders to multiple awardees are provided in the specifications contained in this solicitation.

30. CONDITIONS OF THE RIDER CLAUSE

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

- a. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.

- b. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.
- c. The awardee is solely responsible for notification to the identified jurisdictions of the availability of the award.
- d. Arlington County shall not be held responsible for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.
- e. Participating jurisdictions will be permitted to purchase at contract prices in accordance with contract terms. Participating jurisdictions will place their orders directly with the successful bidder and will be responsible for placing orders directly with the successful bidder, arranging deliveries, reconciling discrepancies and invoices, and issuing payments.
- f. Each participating jurisdiction has the option of executing a separate contract with the successful bidder. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required insurance policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the successful bidder, the awardee may withdraw its extension of the award to that jurisdiction.
- g. Any extension to another jurisdiction shall be at the unit prices identified on the Bid Form. Bidders shall not, under the conditions of this extension, offer any adjustment, addition, modification or other change to the technical requirements of this solicitation or the unit prices awarded by Arlington County under this solicitation to any public body to which the award is extended.

31. NOTICE OF DECISION TO AWARD

The County will notify all bidders of the notice of award using the email provided in the bid form.

II. SPECIFICATIONS

1. **SCOPE:**

The purpose of this solicitation is to establish a contract for the processing and sale of recyclable material collected in the County's various recycling programs to include the residential curbside program, two drop off centers and county facilities. The County intends to award the contract to a single contractor who will be designated as 'Primary'. The County will also name a 'Secondary' contractor to be used as a back-up processor in the event that the facility of the Primary Contractor is not available.

The material will be delivered loose and unsorted to the Contractor's facility from the residential curbside program. The material delivered from the county's two drop off centers and facilities may be source separated or comingled. The County expects to supply approximately fifteen thousand (15,000) tons a year to be delivered Monday through Saturday. The material is collected curbside from single-family homes and county facilities using the 'single stream' method in rear-loading compaction trucks. The materials is collected from county's drop off centers and facilities using roll off trucks.

Material includes any combination of old newspapers, cardboard, magazines, junk mail, food and beverage containers made of plastic, glass, or metal as well as various other types of recyclable items. **The County intends to collect and have recycled as many types of material as is feasible given processing and market constraints.**

2. **ESTIMATED QUANTITIES and ACCEPTABLE MATERIAL:**

Estimated Quantities: The quantities specified below are only estimates and are given to bidders for the purpose of bid evaluation. The material to be delivered is collected primarily from the County's residential curbside program, the County's two drop-off recycling centers as well as material from County facilities.

Type of Material	Yearly Weight/Tons
Single Stream Mix	15,000 tons

Acceptable Material: With the submission of a bid, a bidder shall include a list of acceptable items that, at a minimum, the bidder agrees to process if awarded the contract. At the start of the contract term, this list will become the official "List of Acceptable Materials". Thereafter, items can be added to the list by mutual agreement of the Contractor and the County. However, upon award of contract, no item or type of material shall be removed from the submitted list without the prior written consent of the County. Items on the List of Acceptable Materials shall be referred to as 'recyclables' for the purpose of this document.

At a minimum, a bidder shall include on his list the following items/materials to be accepted for processing under this contract or have his bid rejected: newspaper, cardboard, mixed paper, food and beverage containers (glass, metal, and plastic).

3. **CONTRACTOR FACILITY REQUIREMENTS:**

- a. *Facility location:* At the time of bid submission, bidder's shall list by name and address all 'receiving sites' for the County's recyclables, and designate the closest site to Arlington as

'primary' (if there is more than one). The contract will be awarded, in part, based on the distance of this primary receiving site to the County to minimize transportation costs. If this primary receiving site is closed or becomes unavailable for more than fifteen (15) days, and the County or its designee is required to deliver material to a more distant 'receiving site', then the County shall be compensated as follows: The distance of the replacement delivery site to the County's Solid Waste Bureau, 4300 29th St. S., Arlington, VA minus 15 miles, then multiply the difference by \$5.00 (\$2.50 per additional mile travelled). This calculated cost will then be multiplied by the total number of deliveries by the County or its designee per month as shown by weight tickets. This calculated additional transportation cost shall be paid by the Contractor on a quarterly basis upon receipt of an invoice from the County.

- b. *Weight-tickets*: The Contractor shall have certified weight scales at all receiving sites. Each vehicle shall be separately weighed to determine the payload. The Contractor shall supply the County's (or its designee's) driver with a delivery ticket for each load received. Each delivery ticket must include the following information:
- Date and time of delivery
 - Type of material being delivered
 - Truck number
 - Incoming truck weight (gross vehicle weight)
 - Outgoing truck weight (tare weight)
 - Weight of load for each material delivered
 - Location of origination (Curbside, Recycling Drop-off, County facility)
- c. *Unloading*: The Contractor shall allow the County or designee to unload his truck within one-half hour of truck arrival at the facility. If the arrival time plus the unloading time exceeds one-half hour, the Contractor shall compensate the County or designee for the additional expense incurred beyond the half-hour.
1. "Arrival" shall mean the time the delivery vehicle enters a queue for access to the scales or arrives at the scale, whichever is first. The County's or designee's driver will monitor the wait time if the Contractor does not have the means.
 2. "Unloading" shall mean the time it takes from the point of initially crossing the scales until exiting from the facility.
- d. *Hours of Operation*: Contractor's facility shall be available to accept material from the County or designee Monday through Saturday which shall include operating on all County and federal holidays except for Christmas and New Years Days. At a minimum, hours of operation will be from 7:00 am to 5:00 pm, Monday through Friday and 7:00 am to 1:00 on Saturday.
- e. *Safety*: The Contractor's receiving facility must be able to safely and efficiently accommodate the discharge of materials from rear load vehicles. The Contractor's receiving facility shall maintained in safe condition and satisfy all required federal, state, and local safety standards to ensure that the County's (or the County designee's) personnel and equipment are protected from damage or injury at all times. If the County deems that a facility has unsafe conditions, the Contractor will be notified immediately of such condition and given 24 hours to correct the situation. If not remedied to the County's satisfaction, then this contract may be terminated.
- f. *Inclement Weather*: In the event of heavy snow storms or other severely inclement weather, the Contractor's facility will not be required to accept materials from this contract if County route collections have been suspended, and with the verbal approval of the County. To verify the status of County collection service, Contractor shall call the County's Project Officer.
- g. *Failure to Process*: If, at anytime or for any reason, operational conditions at the Contractor's

facility prohibit the processing of materials, immediate notification shall be given to the County's Project Officer.

- h. *Regulatory Compliance:* Should changes to applicable federal, state or local laws or regulations occur during the term of this contract, the Contractor shall ensure continued compliance with amended laws and revised rules. It is the responsibility of the successful bidder to monitor applicable rules and regulations to ensure that regulatory compliance is maintained at all times. The Contractor shall maintain all permits and licenses necessary to operate the materials recovery facility utilized during the term of the contract. Copies of all environmental permits must be provided to the County within thirty days of contract award. If the Contractor receives any notice of violation or written warning letters from a regulatory agency, they shall verbally notify the County's Project Officer of this within 24 hours, and in writing within five days. A notice of violation, verbal or written, received by the Contractor or the facility, may be grounds to terminate the Contract.
- i. *Hold Harmless:* The Contractor shall not include the County in any liability associated with remediation of their site(s) associated with the County's delivery of commodities to the Contractor's facility.
- j. *Timely Meeting:* The Contractor shall be available to meet with County staff to resolve any issues in a timely manner, which shall not exceed more than one business day after electronic mail or other written notification from the County.

4. **CONTAMINATION:**

- a. If a load has more than ten (10) percent by weight of materials other than those on the 'List of Acceptable Materials', the load may be considered contaminated. If the Contractor identifies a load of recyclables delivered to the facility that meets the definition of contamination, the Contractor shall immediately notify the County so that the County has the opportunity to inspect the load, or forfeit any opportunity to claim that the load is contaminated. Both the Contractor and the County must agree about whether the load is contaminated in order to make adjustments. The Contractor shall contact the County's Project Officer.
- b. The County will have two hours in which to visit the Contractor's facility to inspect the load in question. If the Contractor and the County can agree about the status of the load without a site inspection, the agreement will be noted and documented via electronic mail or facsimile. The Contractor shall take a photograph, preferably digital, of the load and submit it with the monthly invoice to the County. At a minimum, the photograph will note the date, time and location from which the load originated. The agreement regarding the status of the load will be documented by the County using electronic mail or facsimile as a permanent record of the decision.

5. **DISPOSITION OF MATERIAL:**

- a. *Recyclable Material:* It is the intention of the County that the recyclable material that is delivered to the Contractor shall be processed and sold as raw material to be made into some kind of new products or used in some productive capacity. Incineration for energy does not qualify as a 'productive use' of recyclable material with regard to this contract. Included with his bid and at later times upon request by the County, the Contractor shall provide in writing a description of the disposition of the recyclable materials including receipts of transactions for the materials sold. If the County, in its sole discretion, determines that it is not satisfied with the disposition of County material, the County will notify the Contractor in writing requesting that an alternative disposition of affected material be discovered within sixty days. If the Contractor fails to discover an alternative market, then the County may terminate this contract and discontinue delivery of material to the Contractor.

If the Contractor for reasons outside of its control is unable to discover a market for some of the recyclable material and opts to dispose of the material as waste, the Contractor shall request, in writing, permission from the County prior to disposal. The County shall bear no

cost for such disposal.

- b. Residual Material (waste): The County understands that the Contractor is not capable of removing all recyclable material from the mixed material delivered to the Contractor. Further, the County understands that these unrecoverable recyclable materials will be disposed of as waste along with other material for which there is no value after processing. The County prefers that residual material is disposed of using a 'waste to energy' facility as recommended by the US EPA. The County shall bear no cost for the disposal of any residual material.

On the Bid Form, submitted by the Contractor, the Contractor has listed a disposal method for residual (Incineration for Electricity, Incineration, Composting, or Landfill). If the Contractor elects to change its disposal method for residual, the Contractor shall notify the County in writing 15 days prior to changing its disposal method.

6. **SEMI-ANNUAL MEETING:**

Twice a year, every six (6) months, the Contractor, the County's Project Officer, and a representative from the County's refuse hauling contract shall meet to discuss operational matters at the County's Solid Waste Bureau.

7. **REPORTING:**

- a. Each delivery of recyclable material shall be weighed upon arrival and a delivery ticket will be supplied to the County's (or its designee's) driver as described in 4a above.
- b. A monthly report identifying weights for each delivery of recyclable material shall be submitted to the County by the 15th day of the following month along with payment, if any, for material received. The report shall include the ticket number for each load delivered under the terms of this contract and include the date of delivery, type of material delivered, and weight of material delivered for each delivery from the first to the last day of each month. A sum of the weights for all deliveries from the County for each month shall be included with the report.
- c. Contractor is required to submit a paper copy of monthly reports or electronically if written permission is received from the Project Officer. Any reports more than fifteen days late may be considered grounds for contract termination.
- d. The County requires that the successful bidder provide copies of all federal, state or local permits for operation of the facility as required under environmental statute, regulation or ordinance if requested.

8. **PAYMENT FOR MATERIAL**

Most of the material delivered to the Contractor under this contract is collected unsorted from the residential homes in Arlington. This material is collected as 'single stream' whereby all of the acceptable items are mixed together in the collection vehicle. The Contractor's payment for this material shall be determined as follows:

Once a year in April, for each year of the contract, the County will deliver to the Contractor ten (10) truckloads of material collected from the County's curbside residential routes. The Contractor, with a County representative present, shall sort the material into the primary commodities of mixed paper, newsprint, cardboard, aluminum containers, steel and bi-metal containers, glass containers, plastic containers, and residual. Each sorted commodity shall be weighed and a ratio calculated specifying what percentage each commodity is of the whole delivery. The established ratio will be used for a one (1) year period to calculate payment.

Each month, for the next twelve (12) months, the Contractor shall apply the ratio to the total material delivered by the County for the month and pay for each commodity according to the rates bid by the Contractor on the Bid Form minus a per ton processing charge for the total tonnage. Any paper fiber material that is not newsprint or old corrugated containers shall be considered mixed paper for calculation of payment. Non-paper material that is not metal or glass shall be counted as plastic. The County will not pay for the disposal of any residual material. The following indexes along

with the percentages listed on the Bid Form shall be used to calculate monthly payment.

Mixed Paper: The unit price paid for each ton of mixed paper shall be determined as a percentage of the RISI Pulp & Paper News, Transacted Paper Stock Prices-Low Grades, price for # 1 Mixed Paper, Southeast Region, as published on the 5th of each month in which the material is delivered to the Contractor. In the event that the RISI lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the published price in RISI.

Old News Print: The unit price paid for each ton of old newsprint material shall be determined as a percentage of the RISI Pulp & Paper News, Transacted Paper Stock Prices-Low Grades, price for #8 News, Southeast Region, as published on the 5th of each month in which the material is delivered to the Contractor. In the event that the RISI lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the published price in RISI.

Old Corrugated Containers: The unit price paid for each ton of old corrugated containers shall be determined as a percentage of the RISI Pulp & Paper News, Transacted Paper Stock Prices-Low Grades, price for # 11 OCC, Southeast Region, as published on the 5th of each month for the month in which the material is delivered to the Contractor. In the event that the RISI lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the published price in RISI.

Glass Containers: The unit price paid for each pound of glass containers shall be determined as a percentage of the Waste Recycling News, Commodity Pricing, Announced Recovered Materials Prices, New York Region, Glass, and Flint as posted electronically on the 15th day of the month in which the material is delivered to the Contractor. In the event that the Waste Recycling News lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the posted price. (see www.wasterecyclingnews.com)

Aluminum Containers: The unit price paid for each pound of aluminum containers shall be determined as a percentage of the Waste Recycling News, Commodity Pricing, Announced Recovered Materials Prices, New York Region, Metals, Aluminum Cans (Sorted and Baled) as posted electronically on the 15th day of the month in which the material is delivered to the Contractor. In the event that the Waste Recycling News lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the posted price. (see www.wasterecyclingnews.com)

Non-aluminum Metal Containers: The unit price paid for each pound of steel/bi-metal containers shall be determined as a percentage of the Waste Recycling News, Commodity Pricing, Announced Recovered Materials Prices, New York Region, Metals, Steel Cans (Sorted and Densified) as posted electronically on the 15th day of the month in which the material is delivered to the Contractor. In the event that the Waste Recycling News lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the posted price. (see www.wasterecyclingnews.com)

Plastic Containers: The unit price paid for each pound of plastic containers shall be determined as a percentage of the Waste Recycling News, Commodity Pricing, Announced Recovered Materials Prices, New York Region, Plastics, the average price of 'PET Baled' and 'HDPE Baled' as posted electronically on the 15th day of the month in which the material is delivered to the Contractor. In the event that the Waste Recycling News lists a range of prices, the highest price of the range shall be used. Each month the price of the commodity may vary based on the posted price. (see www.wasterecyclingnews.com)

Monthly payment or invoice for shall be sent within fifteen days of the final day of the month in which the material is received. Payment shall be by check made out to The Arlington County Treasurer.

Payment shall be sent to the below address:

Arlington County - Solid Waste Bureau
Attention: Linda K. Brown
4300 29th Street, South, Arlington, VA 22206

9. **DEFINITIONS**

- a. **Recycling**: The process of separating a given waste material from the waste stream and processing it so that it may be used again as a raw material for a product, which may or may not be similar to the original product.
- b. **Single Stream**: A collection method where all recyclable materials are collected un-separated in a collection vehicle.
- c. **Mixed Paper**: Includes unsorted office paper; writing paper; computer paper; junk mail; catalogs; telephone books; envelopes; paper bags; newspapers; paperboard such as cereal and cracker boxes and shoeboxes; and corrugated cardboard.
- d. **Cardboard/Paperboard**: Primarily old corrugated containers (OCC), but may include some paperboard packaging. Cardboard/paperboard will be flattened and loose.
- e. **Commingled food and beverage bottles and cans**: Materials with such a designation may include glass containers clear, amber, green), aluminum and steel cans, and plastic containers # 1 through # 7 mixed together in a single shipment. This designation also includes some non-food and non-beverage containers such as detergent bottles and house-hold cleaning products, but excludes containers that have held petroleum products, automotive chemicals, pesticides, or herbicides.
- f. **Contamination**: Defined as material that is included in the material delivered to the Contractor by the County that is other than the materials described on the 'Materials to be Accepted' list agreed upon by the Contractor and the County.
- g. **Residual**: Any material 'left-over' after processing for which there is no value. Also called 'waste'.
- h. **County's Project Officer**: County staff person designated by the Chief of the County's Solid Waste Bureau to manage the contract in the interest of the County.
- i. **RISI Pulp and Paper News**: A news source to be used as an index in determining monthly commodity prices for paper materials delivered under this contract. Specific paper commodities are described in Section 7 below.
- j. **Waste Recycling News**: A news source to be used as an index for pricing plastic, metal, and glass recyclables.

III. CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 653-13.

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 "Agreement".

2. CONTRACT TERM

Work under this Agreement will commence on February 1, 2013 (Anniversary Date), and shall be completed no later than January 31, 2023.

3. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County's Invitation to Bid No. 653-13 at the prices provided in the bid of the Contractor.

4. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. 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.

5. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

6. 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) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein 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.

7. 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.

8. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

9. 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 sole expense.

10. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

11. WARRANTY

All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the

Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also 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 by the County in addition to and irrespective of any manufacturer's or supplier's warranty. 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.

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

Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

13. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris ("Waste"), and legal disposal of said Waste off-site. No County building or waste containers shall be used for such Waste. Failure to adhere to this requirement will result in the County contracting for removal and disposal of Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor will be deducted from the final payment due to the Contractor. Similarly, any damage to walls, floors, carpeting or any other County-owned or County-controlled property caused by the Contractor or the Contractor's agents during service provision, delivery, setup or equipment installation shall be repaired or caused to be repaired by the County at the Contractor's sole expense with all costs of the repair deducted from the Contractor's final payment unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs shall be made within ten (10) days of the date of damage to the satisfaction of the County.

14. OSHA REQUIREMENTS

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

15. HAZARDOUS MATERIALS

Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets ("MSDS") required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such MSDS shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling that meets the requirements of the Standard shall be appropriately affixed to the shipping or internal

containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when MSDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. Any expenses incurred due to the refusal or rejection of MSDS are the responsibility of the Contractor. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials.

16. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

No goods or equipment provided to the County or construction material installed shall contain asbestos. If a Contractor or supplier provides or installs any goods, equipment, supplies, or materials that contain asbestos in violation of this prohibition, the Contractor shall be responsible for all costs related to worker protection, the immediate removal and legal disposal of the goods, equipment or materials containing asbestos. The Contractor shall be responsible for all goods, equipment, supplies or materials installed or provided by any of its employees, agents or subcontractors in connection with the work under this contract. The Contractor also shall reimburse to the County all expenses related to and the costs of such goods, equipment, supplies or materials installed. If the Contractor fails to remove and legally dispose of the asbestos-containing goods, equipment or construction materials within ninety (90) days from the date of notice by the County, the County shall remove and dispose of the asbestos-containing goods, equipment or construction materials at the Contractor's expense. The County shall be entitled to offset such expenses against any sums owed by the County to the Contractor under this Contract.

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 federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related 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 the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

18. Employment Of unauthorized aliens Prohibited

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall 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.

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 marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom 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. FAILURE TO DELIVER

In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. At its discretion, the County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

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

The Contract shall remain in force for the Contract Term or and until the County determines that all 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 Project 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.

22. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

23. 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.

24. INTELLECTUAL PROPERTY INDEMNIFICATION

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

25. 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 Agreement 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.

26. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results 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.

27. ETHICS IN PUBLIC CONTRACTING

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

value, present or promised unless consideration of substantially equal or greater value was exchanged.

28. COUNTY EMPLOYEES

No employee of the County 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.

29. 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 the control of the Contractor and outside 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 the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

30. 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 cost or expense, at the sole option of the County.

31. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. 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.

32. 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 purchased or acquired by the County under this Contract.

33. 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 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.

34. 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.

35. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment

executed by persons duly authorized to bind the Contractor and the County.

36. 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.

37. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

38. 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 hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

39. ARBITRATION

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

40. 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.

41. 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.

42. 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.

43. 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.

44. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this

Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

45. 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.

46. 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.

47. 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 by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR: REFER TO BID FORM OF CONTRACTOR

TO THE COUNTY:

The County Project Officer (refer to section headed Project Officer) under the Contract Terms and Conditions section; Contractor shall request address from Project Officer

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

48. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. 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 additional insureds on all policies except Workers Compensation and Auto and Professional Liability; 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 through 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 coverage(s) are submitted to and acceptable to the

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

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 653-13

B I D F O R M

Page 1 of 5

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

BIDS WILL BE OPENED AT 2:00 P.M. ON MARCH 14, 2013

FOR PROVIDING PROCESSING AND SALE SERVICES FOR THE RECYCLED MATERIAL COLLECTED FROM COUNTY RESIDENCES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.

An electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.

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

The undersigned acknowledges receipt of the following amendments:

AMENDMENT NO.	DATE	INITIAL

BIDDER NAME: _____

1. BID SUBMISSION REQUIREMENTS

Submit all information in the same order as outlined in paragraph 27 (Best Value Bid Submission Requirements)

2. METHOD OF DISPOSAL OF RESIDUAL (Check the appropriate option and attach a sheet with the address and contact information for the facility)

- Waste to Energy Facility
- Incineration
- Composting
- Landfill
- Other _____

3. LOCATION OF RECEIVING FACILITY (see specification section 4a)

4. PRICING

The method for determining the price to be paid for a ton of unsorted recyclables is described in Section 9 of the Specifications above. Bidders should enter percentages and a processing charge in the lines below. These amounts will be used for determining the high-bidder and determining contract payment amounts.

#	Product:	Percentage of Return
1	Mixed Paper: The unit price paid for each ton of mixed paper as described in Section 9 of the Specifications stated as a percentage of the index:	_____ % RISI Pulp and Paper News Transacted Paper Stock Prices, Mixed Paper(1), Southeast
2	Old News Print: The unit price paid for each ton of old newsprint material as described in Section 9 of the Specifications stated as a percentage of the index:	_____ % RISI Pulp and Paper News, Transacted Paper Stock Prices, News(8), Southeast
3	Old Corrugated Containers: The unit price paid for each ton of old corrugated containers as described in Section 9 of the Specifications stated as a percentage of the index:	_____ % RISI Pulp and Paper News, Transacted Paper Stock Prices, OCC (11), Southeast
4	Glass Containers: The unit price paid for each pound of glass containers (all colors) as described in Section 9 of the Specifications stated as a percentage of the index:	_____ % Waste Recycling News Announced Recovered Materials Prices, New York Region, Glass, Flint.
5	Aluminum Containers: The unit price paid for each pound of aluminum containers as described in Section 9 of the Specifications stated as a percentage of the index:	_____ % Waste Recycling News Announced Recovered Materials Prices, New York Region, Metals, aluminum cans, sorted and baled.

BIDDER'S NAME: _____

#	Product:	Percentage of Return
6	Non-aluminum Metal Containers: The unit price paid for each pound of steel/bi-metal containers as described in Section 9 of the Specifications stated as a percentage of the index:	_____ % Waste Recycling News Announced Recovered Materials Prices, New York Region, Metals, steel cans, sorted and densified
7	Plastic Containers: The unit price paid for each pound of plastic containers as described in Section 9 of the Specifications stated as a percentage of the index:	_____ % Waste Recycling News Announced Recovered Materials Prices, New York Region, Plastics, average of PET baled & HDPE baled.
8	Cost per ton to process 'single-stream' material	\$
9	Additional charge for the inclusion of small metal items (less than five (5) pounds in weight):	\$

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

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

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

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

CERTIFICATION OF NON-COLLUSION:

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

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

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

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

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

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

NAME (PRINTED): _____ TITLE: _____

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

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

Solicitation #

Metropolitan Washington Council of Governments Rider Clause

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

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

YES	NO	JURISDICTION	YES	NO	JURISDICTION
		ALEXANDRIA, VIRGINIA			MANASSAS, VIRGINIA
		ALEXANDRIA PUBLIC SCHOOLS			CITY OF MANASSAS PUBLIC SCHOOLS
		ALEXANDRIA SANITATION AUTHORITY			MANASSAS PARK, VIRGINIA
		ARLINGTON COUNTY, VIRGINIA			MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMM.
		ARLINGTON COUNTY PUBLIC SCHOOLS			METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
		BOWIE, MARYLAND			METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
		BLADENSBURG, MARYLAND			MONTGOMERY COLLEGE
		CHARLES COUNTY PUBLIC SCHOOLS			MONTGOMERY COUNTY, MARYLAND
		COLLEGE PARK, MARYLAND			MONTGOMERY COUNTY PUBLIC SCHOOLS
		CULPEPER COUNTY, VIRGINIA			OMNIRIDE
		DISTRICT OF COLUMBIA			PRINCE GEORGE'S COUNTY, MARYLAND
		DISTRICT OF COLUMBIA COURTS			PRINCE GEORGE'S PUBLIC SCHOOLS
		DISTRICT OF COLUMBIA PUBLIC SCHOOLS			PRINCE WILLIAM COUNTY, VIRGINIA
		FAIRFAX, VIRGINIA			PRINCE WILLIAM COUNTY, VIRGINIA
		FAIRFAX COUNTY, VIRGINIA			PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
		FAIRFAX COUNTY WATER AUTHORITY			PRINCE WILLIAM COUNTY SERVICE AUTHORITY
		FALLS CHURCH, VIRGINIA			ROCKVILLE, MARYLAND
		FAUQUIER COUNTY, VIRGINIA SCHOOLS & GOVERNMENT			SPOTSYLVANIA COUNTY SCHOOLS
		FREDERICK, MARYLAND			STAFFORD COUNTY, VIRGINIA
		FREDERICK COUNTY, MARYLAND			TAKOMA PARK, MARYLAND
		GAITHERSBURG, MARYLAND			UPPER OCCOQUAN SEWAGE AUTHORITY
		GREENBELT, MARYLAND			VIENNA, VIRGINIA
		HERNDON, VIRGINIA			VIRGINIA RAILWAY EXPRESS
		LEESBURG, VIRGINIA			WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
		LOUDOUN COUNTY, VIRGINIA			WASHINGTON SUBURBAN SANITARY COMMISSION
		LOUDOUN COUNTY PUBLIC SCHOOLS			WINCHESTER, VIRGINIA
		LOUDOUN COUNTY SANITATION AUTHORITY			WINCHESTER PUBLIC SCHOOLS

BIDDER' NAME: _____

