



Board of Directors
 John Hill, Chair
 Patti Turner, Vice Chair
 William Dickinson, Sec'y-Treas
 James Beall
 Bruce Johnson

Chief Executive Officer
 Karen Pallansch, P.E., BCEE

General Counsel
 McGuire Woods, LLP

Alexandria Renew Enterprises

INVITATION TO BIDS NO. 20-025

ALEXANDRIA RENEW ENTERPRISES ("ALEXRENEW") WILL BE ACCEPTING SEALED BIDS IN HAND, IN THE OFFICE OF BID CLERK LOCATED AT 1800 LIMERICK STREET, ALEXANDRIA, VIRGINIA 22314, UNTIL **3:00 P.M. ON THE 5th DAY OF MARCH 2020 FOR:**

TURNKEY PROVISION AND INSTALLATION OF SLUDGE TREATMENT SEPARATOR SCREEN, INCLUDING MAINTENANCE SERVICES, PARTS AND CONSUMABLES FOR UP TO A FIVE (5) YEAR PERIOD.

THIS SOLICITATION REQUIRES PROVISION OF STRAINPRESS® 290 AND PARTS FOR STRAINPRESS® SC-4 MANUFACTURED BY HUBER TECHNOLOGY, SUBSTITUTION WILL NOT BE ALLOWED.

Pre bid Meeting:

Type:	<input checked="" type="checkbox"/> Mandatory (Attendance at the conference and site visit are prerequisites to submitting a bid. Bids from those who were not in attendance or were late to the meeting will not be considered). <input type="checkbox"/> Optional Potential Bidders are encouraged to attend.
Date and time:	11:00 AM/PM EDT February 25, 2020
Place:	Environmental Center Conference Room No. 602, 1800 Limerick Street, Alexandria, Virginia 22314
Important Information	A brief meeting in the conference room will be followed by a site visit to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Bidders intending to attend the site visit shall wear safety shoes, hard hats, safety glasses and safety vests. AlexRenew reserves the right to bar anyone from the site visit, who is not wearing safety shoes, hard hats, safety glasses and safety vests.

Notice to Bidders:

- Subject to the conditions, provisions and the enclosed specifications, sealed bids will be accepted at this office until the stated date and time. No consideration of award will be made at the bid opening. Bids received after the stated date and time, whether presented in person, received by the U.S. Mail, or by any other delivery method, will not be accepted.
- AlexRenew reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure.
- In accordance with Code of Virginia § 2.2-4343.1, AlexRenew does not discriminate against faith-based organizations in the performance of its procurement activity.
- Unsealed and electronic bids will not be accepted.

Maryam N. Zahory, CPPB, CPPO
Purchasing Agent

TABLE OF CONTENTS

SECTION A.	BACKGROUND AND PURPOSE	4
SECTION B.	INSTRUCTIONS TO BIDDERS	4
SECTION C.	INSURANCE REQUIREMENTS	14
SECTION D.	SCOPE OF SERVICES/SPECIFICATIONS	14
SECTION E.	BID FORM	23
	Attachment A-Pricing Sheet.....	27
	Attachment B-EASA Form	30
	Attachment C-MAPT Rider	31
	Attachment D-Insurance Checklist	33
	Attachment E-Purchasing Survey.....	34
	Attachment F-ITB Checklist	36
SECTION F.	ALEXRENEW STANDARD AGREEMENT	37

SECTION A. BACKGROUND AND PURPOSE

Established in 1952 by the Alexandria City Council, AlexRenew's chartered mission is to clean wastewater and protect public health and the environment. AlexRenew currently maintains capital assets valued at approximately \$750 million and cleans approximately 35 million gallons of dirty water daily at our water resource recovery facility located within walking distance of Old Town Alexandria. AlexRenew is governed by an Alexandria City Council appointed five-member citizen Board of Directors and is a political subdivision of the Commonwealth of Virginia created under the Virginia Water and Waste Authorities Act. AlexRenew is an independent, special-purpose government unit with administrative and fiscal independence from the City of Alexandria.

The purpose of this solicitation is to receive bids from qualified sources for turnkey provision and installation of Strainpress® 290 manufactured by Huber Technology, together with annual maintenance for Strainpress® 290 and Strainpress® SC-4 and associated parts, accessories and required consumables, per the terms conditions and specifications of the foregoing solicitation.

ALL BIDS SHALL BE MADE ON THE BASIS OF MEET AND/OR EXCEED THE REQUIREMENTS.

SECTION B. INSTRUCTIONS TO BIDDERS

1. Distribution of Solicitation Documents and Bidder's Responsibilities Regarding Defective Solicitation Documents

The distribution of this Invitation to Bids (ITB), all addenda, and responses to questions will be posted to the AlexRenew website <https://alexrenew.com/business-opportunities> and the Commonwealth of Virginia website <https://www.eva.virginia.gov/index.html>. The date and time of posting on AlexRenew website shall be the date and time of the official issuance or notification of the ITB or any modification to the solicitation process. It is the responsibility of each bidder to check AlexRenew's website daily for posted notifications. AlexRenew will not consider modification of any date, time frame, or addendum due to late receipt of notification based on subsequent advertisements or posting at any location other than the AlexRenew's website.

Further, it is the bidder's responsibility to determine the accuracy and/or completeness of the solicitation documents upon which it relied in making its bids, and has an affirmative obligation to notify the Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

2. Contact Information

All questions relating to this solicitation shall be submitted via email to purchasing@alexrenew.com.

For a question to be considered, the subject line of the email must state the following: **ITB No. 20-025 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 AlexRenew staff other than the Purchasing Agent.

No questions will be considered if they are submitted after February 14, 2020 AT 5:00 PM.

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

3. Competition Intended

This solicitation was issued using the Competitive Sealed Bidding procurement process as defined and authorized in the Virginia Public Procurement Act (VPPA) § 2.2-4302.1. The Contract(s) resulting from this solicitation shall be subject to the terms and conditions as set forth herein and AlexRenew and Commonwealth of Virginia rules and regulations.

It is AlexRenew's intent that this solicitation permits competition. It shall be the Bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification must be received by Purchasing Agent no later than fifteen (15) days prior to the date set for acceptance of bids.

4. Preparation and Submission of Bids

Bids shall be submitted on the forms furnished, or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder.

Each bid must give the complete legal name and full business address of the bidder and be signed by the bidder, or the bidder's authorized representative, with his usual signature. Bids by partnerships must be signed in the partnership's name by one of the general partners of the partnership or an authorized representative, followed by the designation/title of the person signing, and a list of the partners. Bids by joint ventures must be signed in the joint venture's name by one of the joint venturers or an authorized representative of one of the joint venturers, followed by the designation/title of the person signing, and a list of the joint venturers. Bids by corporations must be signed with the legal name of the corporation followed by the name of the state in which it is incorporated and by the signature and title of the person authorized to bind it in this matter. The name of each person signing shall be typed or printed below the signature. A signature on a bid by a person who identifies his/her title as "President," "Secretary," "Agent" or other designation without disclosing the principal firm, shall be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Trade or fictitious names may be referenced by using "t/a _ _ _," but bids shall be in the legal name of the person or entity submitting the bid.

One (1) fully completed Bid Form with longhand signature, and one (1) exact electronic copy of the original bids on a Universal Serial Bus (USB) flash drive shall be submitted in hand in a sealed envelope or package, no later than the date and time specified in the Invitation to Bid, above. Electronic files must be in MS Word, Adobe Acrobat, or Excel format. Bidders shall include a notarized statement that the electronic version is a true copy of the printed version.

The exterior of the envelope or package shall be clearly marked with the ITB number and title along with the name of the bidder submitting the bid.

Late, unsealed, and/or electronic bids will not be accepted. A bidder's failure to submit a bid with a fully completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid. A bid will be rejected if its corresponding Bid Form is not signed in the designated space by a person authorized to legally bind the bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, AlexRenew 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, AlexRenew 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 AlexRenew by a bidder or a prospective bidder shall, upon receipt by AlexRenew, become the property of AlexRenew.

Submission of a signed Bid Form is certification by the respective bidder that it read the solicitation documents carefully and fully intent to comply with all the requirements stated in the solicitation or by law. Bidders, further certify that it will accept an award made to it as result of the submission.

5. Receipt of Bids

Bids will be received at or before the date and the hour and at the place stipulated in the solicitation as may be modified by subsequent addenda.

It is the responsibility of the bidder to assure that his/her bid including acknowledgement of addenda are delivered to the place designated for receipt of bids by the date and hour (deadline) set for receipt of bids. Therefore, it is the bidder's responsibility to take into account all factors which may impact on its bid deliverer / courier's ability to deliver the bid and to implement whatever actions are necessary to have the bid delivered to the proper bid receipt location prior to the bid receipt deadline. No bids or bid modifications submitted or offered after the date and hour designated for receipt of bids will be accepted or considered.

The representative designated by AlexRenew (Bid Clerk) will receive bids at the time and place noted in the solicitation and open the bids received at the appointed time.

The official time used for receipt of bids is the Bid Clerk's time and date stamp clock located in AlexRenew lobby. No other clocks, calendars or timepieces are recognized. All bidders are responsible to ensure all bids/modifications are received prior to the scheduled due date/time.

The Bid Clerk shall determine when the Bid Receipt Deadline has arrived and will not accept further bids. All bids in the possession of AlexRenew prior to the bid receipt deadline will be deemed to be timely, whether or not the bid envelope has been physically date/time stamped or otherwise marked by the time the Bid Clerk makes the determination.

In the event the bid receipt occurs during a period of suspended business operations, the receipt and opening will be delayed one business day.

6. Opening of Bids

Bids will be opened publicly, at the time and place stated in the solicitation, and all bids received will be announced.

AlexRenew shall decide when the specified time for bid opening has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified. Bid opening time will occur at least fifteen (15) minutes following the expiration of the deadline for the receipt of bids.

The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspections of bids received.

In the event the bid opening occurs during a period of suspended business operations, the opening will be delayed until the next business day.

7. Withdrawal of Bids Prior to Bid Opening

No bids may be withdrawn after it is filed with AlexRenew unless the bidder makes a request in writing to AlexRenew prior to the time set for the opening of Bids. This request must be addressed to the Purchasing Agent.

8. Withdrawal of Bids from Consideration After the Bid Opening

A bidder may withdraw his/her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was 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 a bid, which unintentional arithmetic 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.

In accordance with §2.2-4330.B.(ii) of the Code of Virginia, the bidder must submit to the Purchasing Agent his/her original work papers, documents and materials used in the preparation of the bid within two (2) days after the date fixed for submission of bids.

Such mistake shall be proved only from the original work papers, documents and materials delivered to AlexRenew prior to bid opening.

This procedure shall not apply to when the entire bid is required to be submitted on a unit price basis.

Failure of a bidder to submit his original work papers, documents and materials used in the preparation of his bid on or before the time, date and place required shall constitute a waiver by that bidder of his right to withdraw his bid due to a mistake.

No bid may be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five (5%) percent.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

If a bid is withdrawn under authority of this section, the lowest remaining bid shall be deemed to be the low bidder on the project.

9. Interest in More Than One Bids 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 bids 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.

10. Exceptions

Bidders taking exception to any part or section or term of this solicitation, including by way of illustration and not limitation, the scope of services, special conditions, and any attachments or references hereto or thereto, shall indicate any 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.

11. 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. AlexRenew reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination of unresponsiveness.

12. 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.

13. Supplier Diversity Commitment

AlexRenew strives to maximize the participation of small, minority-owned, women-owned, veteran-owned, and disadvantaged businesses enterprises in its procurement transactions either directly or through partnerships, joint ventures, subcontracts and other contractual opportunities.

14. Unbalanced & Conditional Bids

"Unbalanced bid" is a bid which includes a number of items or alternates to be added or deleted for which a bidder quotes higher prices on items expected to be ordered in higher quantities than those used for bid evaluation, and/or low prices on items the bidder believes will be ordered in smaller quantities.

"Mathematically unbalanced bid" is a bid in which each item does not carry its share or proportion of the cost of work plus profit, or one in which there are nominal prices for some work and higher prices for other work.

Bidders are cautioned not to unbalance their bids. AlexRenew reserves the right to reject any bid that is decisively unbalanced.

15. Discounts

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

16. Errors in Extension

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

17. 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 AlexRenew 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.

18. Expenses Incurred in Preparing Bid

AlexRenew 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.

19. Site Investigation and Conditions Affecting the Work

Each bidder acknowledges by submitting a bid that it has taken steps reasonably necessary to ascertain the nature and locations of the work of the solicitation, and that it has investigated and satisfied itself as to the general and local conditions and factors which can affect the work or its cost, including but not limited to:

1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
2. The availability of labor, water, electric power, and roads;
3. Uncertainties of weather, floods, or similar physical conditions at the site;
4. The conformation and conditions of the ground; and
5. The character of equipment and facilities needed before and during work performance.

Each bidder also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work publicly or otherwise available, as well as from the drawings and specifications made a part of this solicitation. Any failure of a bidder to take the actions described and acknowledged in this paragraph will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to AlexRenew.

The locations of existing utilities, including underground utilities, which may affect the work, are indicated on the drawings or in the specifications insofar as their existence and location were known at the time of preparation of the drawings. However, nothing in these drawings or specifications shall be construed as a guarantee that such utilities are in the location indicated or that they actually exist, or that other utilities are not within the area of operations. The bidder shall make all necessary investigations to determine the existence and locations of such utilities. The bidder will be held responsible for any damage to and maintenance and protection of existing utilities and structures, of both public and private ownership. However, if it is determined that such existing utility lines or structures require relocation or reconstruction or any other work beyond normal protection or as called for in the Contract Documents, then such additional work will be ordered under the terms of the clause entitled "Changes in Work."

AlexRenew assumes no responsibility for any conclusions or interpretations made by the bidder based on the information made available by AlexRenew. AlexRenew assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of the contract, unless that understanding or representation is expressly stated in the Contract.

20. Determination of Responsibility

Each bidder shall be prepared, if so requested by the Purchasing Agent, to present evidence of his experience, qualifications and financial ability to carry out the terms of the Contract. Prior to award of the Contract, an evaluation will be made to determine if the lowest bidder has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. The following are the factors AlexRenew will review to determine the responsibility of a bidder:

1. Sufficient financial ability to perform the contract as evidenced by the bidder's ability to obtain payment and performance bonds from an acceptable surety;
2. Appropriate experience to perform the work described in the solicitation documents;
3. Any judgments entered against the bidder, or any officers, directors, partners or owners for breach of a contract for construction;
4. Any substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause where the substantial noncompliance is documented; or
5. A conviction of the bidder or any officer, director, partner, project manager, procurement manager, chief financial officer, or owner in the last five (5) years of a crime relating to governmental or nongovernmental construction or contracting

Bidders 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 AlexRenew 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 AlexRenew, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

AlexRenew reserves the right to disqualify or refuse to accept the bid of any bidder who has been convicted, or entered a plea of guilty or nolo contendere, in any federal or state court to any charge involving any unlawful, corrupt or collusive practice involving a public contract whether federal, state, or local, or who has been determined in any judicial proceeding to have violated any antitrust, bid-rigging or collusive practice statute in connection with any public contract, or against whom such formal criminal prosecution or other judicial proceeding has been initiated. A bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder shall be notified in writing in conformance with the procedures in §2.2-4359 of the Code of Virginia, as amended.

21. New Material

Unless otherwise provided for in this solicitation, the bidder represents and warrants that the goods, materials, supplies, or components offered to AlexRenew 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 AlexRenew 's interest, the bidder shall notify the AlexRenew in writing no later than ten (10) business days prior to the date set for the opening of bids. The notice shall include the reasons for the request and any benefits which may accrue to AlexRenew if AlexRenew authorizes the bidding of used or reconditioned goods, materials, supplies or components.

22. Virginia Freedom of Information Act

All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below: **a.** Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection. **b.** Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that AlexRenew decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that AlexRenew decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records. **c.** Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Bid Form, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. **d.** Nothing contained in this section shall be construed to require AlexRenew, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to AlexRenew.

23. Authority to Transact Business

Any bidder organized as a stock or non-stock 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 Bids Form. Any bidder that is not required to be authorized to transact business in the Commonwealth shall include in its bids a statement describing why the bidder is not required to be so authorized. AlexRenew 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 bids or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

24. Virginia Contractor License

For all work that is classified as being performed by "Contractors" as defined by the Virginia State Board for Contractors, a Class A, B, or C License is required.

Prior to award of contract for performing or managing construction, removal, repair or improvements is for \$120,000 or more, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve (12) month period is \$750,000 or more, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS A CONTRACTOR."

Prior to award of contract for performing or managing construction, removal, repair or improvements is for \$10,000 or more, but less than \$120,000, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve (12) month period is \$150,000 or more, but less than \$750,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS B CONTRACTOR."

Prior to award of contract performing construction, removal, repair or improvements is for \$1,000 or more, but no more than \$10,000 or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve (12) month period is less than \$150,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS C CONTRACTOR." Class C contractors shall not include electrical, plumbing, and heating, ventilation and air conditioning contractors. For further information, contact: The State Board for Contractors, 2 South Ninth Street, Richmond, VA 23219, and phone number: 804-367-8511.

25. Contract Award in The Best Interest of AlexRenew

AlexRenew reserves the right to accept or reject bids, waive informalities or irregularities therein and to contract as the best interest of AlexRenew may require in order to retain the firm that best meets the needs of AlexRenew, as expressed in this ITB. Selection of a bid does not mean that all aspects of the bid are acceptable to AlexRenew. AlexRenew reserves the right to negotiate the modification of terms and conditions with the bidder offering the best value to AlexRenew in conjunction with the evaluation criteria contained herein prior to the execution of a contract, to ensure a satisfactory contract.

26. Award of Contract

Basis of Contract Award:

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder, if any, provided his/her bid is reasonable and it is in the best interest of AlexRenew to accept it. AlexRenew reserves the right to reject any and all bids and to waive informality in the bids and in the solicitation process. The Bid Form may contain multiple line items. Determination of the lowest responsible bidder, if any, will be based on the total bid amount entered on the Bid Form.

AlexRenew reserves the right to award the contract in the aggregate, by line item, by section, or by Manufacturer and to make a primary and secondary awards, based on the best interest of AlexRenew.

Informalities:

AlexRenew reserves the right to waive any informality in the bids when such waiver is in the interest of AlexRenew.

27. Negotiation with Lowest Responsible Bidder:

If award of a contract to the lowest responsive and responsible bidder is precluded because of limitations on available funds, under the provisions of § 2.2-4318 of the Code of Virginia (the Public Procurement Act), AlexRenew reserves the right to negotiate the bid amounts with the lowest responsive, responsible bidder to obtain a contract price within the available funds.

28. Notice of Intent to Award or Notice of Award:

The Notice of Award or the Notice of Intent to Award will be posted at the AlexRenew's website <https://alexrenew.com/business-opportunities>.

29. Condition of The Rider Clause

The successful bidder has the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Mid-Atlantic Purchasing Team (MAPT).

SECTION C. INSURANCE REQUIREMENTS

Review this section carefully with your insurance agent or broker prior to submitting a bids. See the Insurance Checklist (part of the Bids or Bids Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the work entered into between AlexRenew and the Contractor.

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

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

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

1. Commercial General Liability ("CGL") insurance, including premises and operations, completed operations/products liability, personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The types, amounts and limits of CGL insurance required are detailed below:
 - \$1 million Each Occurrence (Bodily Injury and Property Damage)
 - \$2 million General Aggregate that applies on a per project basis
 - \$2 million Products/Completed Operations Aggregate
 - \$1 million Per Person or Organization (Personal and Advertising Injury)
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000 per accident.
3. Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. AlexRenew will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

All insurances required above shall be written with companies authorized to conduct business within the Commonwealth of Virginia, with an A.M. Best Rating of at least A-, VII or better.

The Contractor shall provide AlexRenew with a certificate of insurance and endorsements confirming that coverage compliant with the above requirements is procured and maintained throughout the period during which the Contractor provides Services to AlexRenew under this Agreement. Upon AlexRenew's written request, the Contractor shall provide AlexRenew with copies of any or all of such policies of insurance, however, the Contractor shall be entitled to redact any premium or proprietary information from such policies.

AlexRenew, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and A copy of

the Additional Insured endorsement, or an "Accord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to AlexRenew prior to the execution of the Agreement and any extension. Failure to provide such documentation shall result in cancellation of the award or of the Agreement.

If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by the Agreement, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of the Agreement and in such a manner that there is no lapse in coverage, and Purchasing Agent must be immediately notified of the replacement. Not having the required insurance throughout the applicable term is considered a material breach of the Agreement and grounds for termination. The Contractor shall also obtain an endorsement providing AlexRenew thirty (30) days advance notice of cancellation or nonrenewal (ten (10) days for nonpayment of premium). A copy of that endorsement shall be provided to the Purchasing Agent prior to the execution of the Agreement or any extension thereafter.

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 the Agreement, 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.

Contract Identification – All documentation and copies of endorsements required hereunder shall state the Agreement's number and title.

Certificate Holder - The Certificate Holder must be identified as:

**Alexandria Renew Enterprises
c/o Purchasing Agent
1800 Limerick Street
Alexandria, Virginia 22314**

The Contractor must disclose the amount of any deductible or self- insurance component applicable to the General Liability, Automobile Liability, or any other policies required herein, if any. AlexRenew 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, AlexRenew may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for AlexRenew.

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

No acceptance or approval of any insurance by AlexRenew shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Agreement.

The Contractor shall be responsible for the work performed under this Agreement and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Services. 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 Agreement, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to AlexRenew for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

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

SECTION D. SCOPE OF SERVICES/SPECIFICATIONS

1. Bidder's Minimum Qualifications:

Bidder's minimum qualifications are intended to establish the respondent's capacity and responsibility for providing goods and services required under this Solicitation. To be evaluated and considered for award of contract bidders shall submit the information required in such order and quantity as specified herein:

- a. Bidders shall be an authorized dealer and or repair facility for Huber Technology. Bidders shall submit proof of such relationship with the said manufacturer with their bids.
- b. Provide A minimum of two references that the firm has the ability to install and maintain Huber Technology equipment.
- c. Bidders must provide personnel trained and properly equipped for confined space entry. (A letter on Contractor letterhead with the list of names and the certification dates of the confined space entry training will be sufficient.).

Failure to meet the requirements above may result in bid rejection.

2. Standards of Performance

- a. In providing services under this Agreement, the Contractor shall perform, in highest degree of skill and care ordinarily used by other reputable members of Contractor's profession, practicing in the same or similar locality and under similar circumstances.
- b. The Contractor shall be responsible for furnishing of the equipment, all labor, material, supplies, parts, consumables and all things necessary to fulfill its contractual obligations under this solicitation. All equipment, material, and parts furnished by the Contractor, shall be new and carry the manufacturer's warranty. The Contractor shall submit all warranty paperwork, manuals and training guides with its invoices for those material, equipment, and parts.
- c. The Contractor shall be responsible for obtaining and maintaining all permits, licenses and other authorization necessary for performance of services under the Agreement. AlexRenew upon presentation of original receipts will reimburse the Contractor for applicable permit fees and charges.
- d. The Contractor shall be responsible for complying with any applicable federal, state, and municipal laws, codes, and regulations, in connection with the prosecution of the work without additional expense to AlexRenew. The Contractor is similarly responsible for all damages to persons or property that occurs as a result of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work.
- e. Anytime the Contractor has personnel onsite, the Contractor shall have a representative that will be a single point of contact for AlexRenew personnel to help coordinate the work. That representative shall have full authority to act and make decisions for the Contractor. It is understood that the representative shall be acceptable to the Contract Manager and shall be continued in that capacity for the

particular job involved, unless they cease to be on the Contractor's payroll. Subcontractors who perform work under this contract shall be responsible to the Contractor. In addition, the Contractor must insure that the Contractor's representative is capable of communicating clearly and concisely in both oral and written manner in the English language with AlexRenew employees. The Contractor shall supervise and direct the work, and will be solely responsible for the means, methods, techniques, and procedures of work.

- f. It shall be the Contractor's responsibility to perform all necessary tests and inspections for the covered equipment.
- g. AlexRenew reserves the right to add similar items/services or delete items/services specified in the resultant agreement as requirements change during the Agreement Period. AlexRenew and the Contractor will mutually agree to prices for items/services to be added to the Agreement. Agreement amendments will be issued for all additions or deletions.
- h. In case of an emergency, which threatens loss or injury of property and/ or safety of life, the Contractor will be allowed to act without previous instructions from the Contract Manager as the Contractor sees fit. The Contractor shall notify the Contract Manager thereof immediately thereafter. Any compensation claimed by the Contractor due to such extra work shall be submitted to the Contract Manager for approval.

3. Hours of Operation and Method of Ordering

- a. AlexRenew is a twenty-four hours/seven days a week operation. Time is of essence in performance of the contract requirements. The contractor shall be ready to operate in all weather conditions.
- b. Regular hours during which Contractor is required to perform its services are Monday thru Friday from 6:30 a.m. to 2:00 p.m., excluding AlexRenew observed holidays.
- c. Service response time for emergency calls shall be within four (4) hours after receipt of a call from AlexRenew. At solely AlexRenew's option, the response time may be increased for selected emergencies.
- d. Estimates, when requested, shall be returned no later than three (3) business days, unless a different time of return is mutually agreed to between AlexRenew and the Contractor.
- e. Unless otherwise approved by AlexRenew, repairs to the equipment must generally be made within five (5) working days from the date such work was authorized by AlexRenew staff unless noted otherwise on the Work Order or authorized by the AlexRenew Contract Manager.
- f. AlexRenew requires that part deliveries be made FOB destination within five (5) calendar days after receipt of order (ARO) for stocked items, and thirty (30) calendar days ARO for non-stocked items.
- g. Should a bidder be able to improve on the specified lead-times stated above, such alternative lead-time shall be stated in the space provided in the Bid Form. Indefinite terms such as "promptly," "stock," "without delay," etc., will not be given

consideration. In the event, where an alternative lead time was not entered, it is understood that lead-time stated in Section A, subsection 3.g., shall control.

- h. AlexRenew accepts deliveries between the hours of 7:00 A.M. and 2:00 P.M, Monday thru Friday. All deliveries shall be made to:

1500 Eisenhower Avenue
Alexandria, VA 22314

- i. In the Bid Form, bidders shall indicate, a contact person's name and telephone number for a person who will be responsible for scheduling the work.
- j. All equipment repaired or reconditioned shall be marked with a tag containing the Contractor's name and location, date of service, AlexRenew Work Order number and attached to securely to the equipment.

4. Preparation and Delivery:

- a. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. Bidders shall make shipments using minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Bidder will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- b. All cartons shall be clearly identified with AlexRenew's purchase order number and the contract number. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc.).
- c. Bidders shall follow all shipping instructions included in this solicitation, AlexRenew's purchase order and or the Agreement.

5. Acceptance of Goods and Services:

- a. Equipment and goods delivered under this Contract shall remain the property of the Contractor, until AlexRenew physically inspects, and accepts the equipment and goods. In the event equipment and goods provided to AlexRenew do not comply with the requirements of the Contract, AlexRenew shall be entitled to terminate the Contract upon written notice to the Contractor and return such goods and equipment to the Contractor at the Contractor's expense.
- b. In the event services provided under this Contract do not comply with the requirements of the Contract, AlexRenew reserves the right to cancel the service or portions thereof and may rescind any related purchase of products upon written notice to the Contractor. The remedies stated in this Section are in addition to and without limitation of any other remedies that AlexRenew may have under the Contract, at law or equity.

6. Manufacturer or Dealer Advertisement:

No manufacturer or dealer shall advertise on goods or equipment delivered to AlexRenew without prior written approval by AlexRenew.

7. Right to Cover:

If the Contractor fails to comply with any term or condition of the Contract or the Contractor's response to this Solicitation, AlexRenew may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have: (A) Employ such means as it may deem advisable and appropriate to obtain the applicable goods, equipment and services (or reasonable substitutes) from a third party; and (B) Recover from such Contractor the difference between what AlexRenew paid for such goods, equipment and services on the open market and the price of such goods, equipment and services under the Contract or the Contractor's response to this Solicitation.

8. Right to Withhold Payment:

If a Bidder breaches any provision of the Contract, AlexRenew shall have the right to withhold all payments due to the Contractor, until such breach has been fully cured.

9. Compliance with Laws:

All goods, equipment and services delivered under this Solicitation shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Contractor shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

10. Scope of Work:

The Contractor shall provide a full-service, turnkey solution to provide the goods, equipment and services as set forth in this Solicitation. The Contractor shall provide the specific brands of equipment listed herein. This shall include, but not be limited to, providing all new equipment for sludge treatment separator screen, parts and consumables, including tasks related to installation, fittings, tailoring, maintenance and inspections (annual/as needed), on as needed repairs, preparation and submission of inspection and maintenance reports and other related services.

11. Periodic Maintenance and Repairs:

The Contractor shall provide flat fee pricing for the period maintenance of the specified equipment. The following repairs services shall be at the Contractor's sole cost and expense (a) repairs due to the faulty workmanship; or (b) equipment failure during the warranty period, or (c) equipment failure due to the Contractor's negligence and or failure to provide necessary periodic maintenance.

12. Product Specifications:

All Products and component parts furnished under the Contract shall be new, and shall meet all requirements of these Specifications and shall operate in full compliance with the model, brand and type as outlined in the Pricing Sheet.

13. Quantities:

AlexRenew will issue purchase orders for quantities of goods, equipment and services, as needed during the term of the Contract. AlexRenew reserves the right to purchase goods, equipment and services according to actual need and does not guarantee quantities. The quantities listed in this Solicitation are estimates only, and may differ substantially from actual quantities ordered.

14. Warranty:

All goods, equipment, and consumables supplied under the Contract shall be covered by the manufacturer's written warranty guarantee. The warranty shall indicate that all goods, equipment, and consumables will be free from defects in materials, workmanship and performance; merchantable and in full conformity with the Specifications as set forth in this Solicitation, and or industry standards. The Contractor shall administer the warranty on AlexRenew's behalf, and shall ensure that the manufacturer repairs or replaces all defective goods and equipment, at no charge to AlexRenew.

The Contractor shall provide AlexRenew with two (2) copies of the manufacturer's written warranty for purchased equipment no later than five (5) days following receiving AlexRenew's Purchase Order.

15. Training:

If requested by AlexRenew, the Contractor shall provide in person training. As part of this requirement, the Contractor shall ship to AlexRenew at least five (5) use and maintenance manuals for the covered equipment.

16. Items Under Contract:

AlexRenew reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added will be subject to bid statute requirements. AlexRenew may also delete items included in this Contract if items are no longer needed.

17. Returns and Restocking Charges:

The Contractor or applicable manufacturer must pick up any merchandise to be returned within five (5) days after AlexRenew notifies the Contractor of the return. AlexRenew will not pay restocking fees for merchandise that has been returned unless such disclosure was made at the time of submission of bids.

18. Placement of Orders:

All orders will be placed by personnel designated by AlexRenew on an as needed basis for the quantity required at the time during the term of the Contract. Orders will be placed by means of issuance of a valid Purchase Order (PO).

19. Reporting and Service Ticket Requirements:

- a. The Contractor shall create and maintain a comprehensive report of the equipment as they are being serviced by the Contractor. The list shall include the following details:
 - 1. Make, model, serial and asset (if applicable) number;
 - 2. Maintenance and repair history;
 - 3. Age and condition of the equipment;
 - 4. Details of services performed during the Agreement Period;
 - 5. Recommendation for enhanced performance and efficiencies; and
 - 6. Location of the equipment.
- b. The updated list shall be submitted with each monthly invoice, in MS Excel or Word format.
- c. All work performed under this Agreement shall be supported by a daily Service Ticket prepared by the Contractor. The format of the Service Tickets will be subject to approval by the Contract Manager. Each Service Ticket shall include full details of the Contractor's

activity under this Agreement. Examples of such details shall include but is not limited to:

1. Service Ticket Number;
 2. Date Services rendered;
 3. Identification of equipment services;
 4. Nature of the issue;
 5. Name of assigned technician, and
 6. Services were performed onsite or offsite.
- d. The Service Ticket shall be authenticated by an AlexRenew employee on the day Services were performed, at the job site, and a copy provided to the authenticating employee. Rental equipment shall be documented with charge tickets from the rental company.



SECTION E. BID FORM

INVITATION TO BID NUMBER 20-017

BID FORM

THE 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 DOCUMENT(S) REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDA, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

SUBMITTED BY: (Legal Name Of Entity)	
FORMER NAMES: (Insert all other names that this entity has been known by in the past twenty (20) years)	
AGE OF THE ENTITY: How many years this entity has been in business under the current name?	
PRINCIPAL PLACE OF BUSINESS:	
TELEPHONE NO.:	FAX NO.:
CORPORATE WEBSITE:	
DUNS NUMBER:	
FORM OF ORGANIZATION: _____ CORPORATION; _____ GENERAL PARTNERSHIP; _____ UNINCORPORATED ASSOCIATION; _____ LIMITED LIABILITY COMPANY; _____ LIMITED PARTNERSHIP; _____ SOLE PROPRIETORSHIP	
WHERE THE ENTITY WAS FORMED: (INSERT NAME OF STATE) _____	
IDENTIFICATION NO. ISSUED TO THE FIRM BY SCC: If Bidder is exempt from the SCC authorization requirement, the bidder shall include a statement on the entity's letterhead with its application certifying their exemption from this requirement. _____	

DEBARMENT, DISQUALIFICATION AND OR SUSPENSION:	
Is the entity or any of its principals currently debarred, suspended or disqualified from submitting responses to the City, or any other state, local or federal entities?	_____ YES; _____ NO
BIDDER'S STATUS PLEASE MARK ONE:	
_____ MINORITY OWNED; _____ WOMAN OWNED; _____ NEITHER	
NOTE: If the answers to any questions below are yes, use additional pages to provide detailed description of the situation and or provide full documentation	
CLAIMS/FINAL RESOLUTION/JUDGMENTS	
Have any of the following actions occurred on, or in conjunction with, any project(s) performed by the Bidder, any affiliate, or their officers, partners or directors in the last five (5) years? "Legal Actions" shall include civil or criminal litigation, administrative; Proceedings, indictments, arbitrations or the like	_____ YES; _____ NO
TERMINATION/FAILURE TO COMPLETE	
Has the Bidder ever been terminated for work awarded to it? This includes termination for default (or cause) or for the convenience of the Owner? Has Bidder for any other reason failed to complete a project?	_____ YES; _____ NO
BREACH, DEFAULT, DEBARRED:	
Within the last five (5) years, has Bidder been disqualified, removed, or otherwise declared in material breach or default of any contract by a public agency, or debarred from participating in the RFP process for any contract? If yes, please explain the circumstances:	_____ YES; _____ NO
RELEASE FROM CONTRACT APPLICATION, OR AWARD:	
Has the Bidder filed a request to be released from an application, selection or award of any contract within the last five (5) years? If yes, please explain the circumstances.	_____ YES; _____ NO
FAILURE TO EXECUTE A CONTRACT:	
Has the Bidder ever been selected for award or awarded a contract in which the entity failed to execute the contract? This would include: the entity not signing the contract Document(s); an inability of the company to obtain insurance requirements; or failure of the company to submit required forms and attestations. If yes, please explain the circumstances:	_____ YES; _____ NO
BANKRUPTCY:	
Has the Bidder filed for bankruptcy in the last seven years or is your firm currently the debtor in a bankruptcy case? If yes, please explain the circumstances	_____ YES; _____ NO

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 the Sample Agreement for further details):

TRADE SECRETS OR PROPRIETARY INFORMATION:

As indicated in Section B – Instructions to Bidders, Paragraph 22 Virginia Freedom of Information Act, trade secrets or proprietary information submitted by a Bidder in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Bidder must identify the data and materials need such protection prior to submission of such data and material, and state the reasons why protection is necessary. Please mark one:

() **Yes**, the Bid I have submitted **does** contain trade secrets and/or proprietary information.

() **No**, the Bid I have submitted **does not** contain any 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:

NOTE: If you fail to identify the data or other materials to be protected and state the reasons why such protection is necessary in the space provided above, you have not invoked the protection, accordingly, effectively the Bid will be open for public inspection consistent with applicable law. If proprietary/confidential information is identified, bidders shall submit a redacted copy (in electronic PDF format) of their bid in addition to exact electronic copy of the original bids. Both versions of the bid can be submitted on the same Universal Serial Bus (USB) flash drive.

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 Code of Virginia Section 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.).

CONFLICT OF INTEREST:

The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature or work under the contract and the Bidder’s organizational, financial, contractual or other interest are such that award of the contract may result in the Bidder receiving an unfair competitive advantage, or the Bidder’s objectivity in performing the contract work may be impaired. The Bidder agrees that if after being awarded it discovers an organizational conflict of interest with respect to the being awarded, it shall make an

immediate and full disclosure in writing to AlexRenew which shall include a description of the action which the Bidder has taken or intends to take to eliminate or neutralize the conflict.

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.:** _____

The undersigned swears or affirms under the penalty of perjury and upon personal knowledge that the contents of the Application for Prequalification are true and correct.

The undersigned swears or affirms under the penalty of perjury that the Bidder, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of any contract resulting from this bid.

NAME OF AND TITLE BIDDER'S REPRESENTATIVE

SIGNATURE OF BIDDER'S REPRESENTATIVE

DATE

Attachment A-Pricing Sheet

A. MAINTENANCE RATES

The services under this category shall be provided two (2) times a year, throughout the Agreement period.

#	EQUIPMENT	QTY	UNIT PRICE		
1	Strainpress®290 manufactured by Huber Technology, including ancillary equipment such as compressor for pneumatic retention cone (min. 2HP, 15 GAL., Tank), support legs, and pressure monitor.	1	\$		
2	Freight and shipment	1	\$		
3	Huber Standard Control Panel: <ul style="list-style-type: none"> • Enclosure, NEMA 4x, 304 Stainless Steel • Motor Starter, IEC Non-Reversing, w/Branch Circuit Protection [5 HP max, 3/60/480 VAC] • PLC, AB Micrologix 1400 • HMI, AB Panel View Plus C400 • UL Label 	1	\$		
5	Huber Spare Parts Package	1	\$		
6	Installation, Setup, troubleshooting, user training and manuals	1	\$		
7	ANNUAL MAINTENANCE SERVICES Strainpress®290	1	\$		
8	ANNUAL MAINTENANCE SERVICES Strainpress® SC-4	1	\$		
SUBTOTAL:			\$		
TYPES OF LABOR	EST. # OF HOURS	REGULAR HOURLY RATES	EXTENDED REGULAR HOURLY RATES	EMERGENCY RATES	EXTENDED EMERGENCY RATES
Fully burden Hourly Rate for on-site repairs services	20	\$	\$	\$	\$
SUBTOTALS		\$	\$	\$	\$

TOTAL BID AMOUNT (SUM OF ALL SUBTOTALS)	\$
WRITTEN IN WORDS	

B. SINGLE RATE DISCOUNT FOR PARTS AND MATERIAL

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement bidders shall submit Master Price List (MPL) documents, A USB identifying all other items offered pursuant to this agreement to include Description and catalog price

Discount Rate for items on MPL	%
--------------------------------	---

DELIVERY TIME FOR STOCKED ITEMS	AFTER RECEIPT OF ORDER		
DELIVERY TIME FOR STOCKED ITEMS	AFTER RECEIPT OF ORDER		
CONTACT PERSON FOR SCHEDULING OF WORK :	NAME	TELEPHONE	EMAIL ADDRESS
EMERGENCY CONTACT: (THE PHONE MUST BE ANSWERED BY A LIVE PERSON 24 HOURS/7 DAYS A WEEK)			
IS YOUR FIRM AN AUTHORIZED DEALER AND OR REPAIR FACILITY FOR HUBER TECHNOLOGY? DID YOU INCLUDE THAT PROOF WITH YOUR BID?	YES	NO	
DID YOU PROVIDE A MINIMUM OF TWO (2) REFERENCES TO ESTABLISH YOUR EXPERIENCE WORKING WITH HUBER TECHNOLOGY?	YES	NO	
DOES YOUR FIRM HAVE A REPAIR FACILITY WITHIN TWO HUNDRED MILE RADIUS OF 500 EISENHOWER AVENUE, ALEXANDRIA, VA 22314.	YES	NO	
	ADDRESS OF THE FACILITY:		
IS THIS FACILITY WITH PERSONNEL AND EQUIPMENT NECESSARY FOR THE PERFORMANCE OF MAINTENANCE, REPAIR/REBUILT AND OR REPLACEMENT OF COVERED EQUIPMENT.	YES	NO	
DO YOU HAVE STAFF TRAINED IN CONFINED ENTRY PERMIT REQUIREMENTS?	YES	NO	
IN A SEPARATE SHEET PROVIDE A LIST OF EMPLOYEES TO BE ASSIGNED TO WORK UNDER THIS CONTRACT, INCLUDING THEIR NAME, TITLE, PROFESSIONAL EXPERIENCE AND CERTIFICATIONS, AND AREAS OF EXPERTISE AS RELATED TO THE SERVICES THAT WILL BE PROVIDED			
ATTACH A COPY OF YOUR FIRM'S SAFETY POLICIES			
ATTACH A COPY OF YOUR FIRM'S QUALITY CONTROL/QUALITY ASSURANCE PROCEDURES			
ATTACH PRICE LIST FOR PARTS (REFER TO ACCOMPANYING EXCEL SPREADSHEET) -			

The undersigned swears or affirms under the penalty of perjury and upon personal knowledge that the contents of Bid entered and received are true and correct and Bidder has exercised all the necessary due diligence to submit a balanced bid.

The undersigned swears or affirms under the penalty of perjury that the Bidder, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of any contract resulting from this bids.

NAME OF AND TITLE BIDDER'S REPRESENTATIVE

SIGNATURE OF BIDDER'S REPRESENTATIVE

INTENTIONALLY LEFT BLANK-

Attachment B-References

Provide references from two (2) organizations where the bidder has performed similar services, one (1) organization who whom the bidder has at least 5 years of experience and one (1) organization reference for Feed Tubs.

Name and address of Awarding Entity:	
Contact Person:	Name: Email: Phone:
Start/End Month/Year of Service Provided:	
Name and address of Awarding Entity:	
Contact Person:	Name: Email: Phone:
Start/End Month/Year of Service Provided:	
Name and address of Awarding Entity:	
Contact Person:	Name: Email: Phone:
Name and address of Awarding Entity:	
Contact Person:	Name: Email: Phone:



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement and has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

Attachment D-Insurance Checklist

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

COVERAGES REQUIRED		LIMITS (FIGURES DENOTE MINIMUMS)	
X	1	WORKERS' COMPENSATION	STATUTORY LIMITS OF VIRGINIA
X	2	EMPLOYER'S LIABILITY	\$100,000 ACCIDENT, \$100,000 DISEASE, \$500,000 DISEASE POLICY LIMIT
X	3	COMMERCIAL GENERAL LIABILITY(CGL)	\$1,000,000 CSL BI/PD EACH OCCURRENCE, \$2,000,000 ANNUAL AGGREGATE
X	4	PREMISES/OPERATIONS	\$500,000 CSL BI/PD EACH OCCURRENCE MILLION ANNUAL AGGREGATE
X	5	AUTOMOBILE LIABILITY	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
X	6	OWNED/HIRED/NON-OWNED VEHICLES	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
X	7	INDEPENDENT CONTRACTORS	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
	8	PRODUCTS LIABILITY	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	9	COMPLETED OPERATIONS	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	10	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$500,000 CSL BI/PD EACH OCCURRENCE
	11	PERSONAL AND ADVERTISING INJURY LIABILITY	\$1 MILLION EA. OFFENSE, \$1 MILLION ANNUAL AGGREGATE
X	12	UMBRELLA LIABILITY	\$ 2 MILLION BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY
X	13	PER PROJECT AGGREGATE	\$1 MILLION PER OCCURRENCE/CLAIM
	14	PROFESSIONAL LIABILITY	
	A	ARCHITECTS AND ENGINEERS	\$1 MILLION PER OCCURRENCE/CLAIM
	B	ASBESTOS REMOVAL LIABILITY	\$2 MILLION PER OCCURRENCE/CLAIM
	C	MEDICAL MALPRACTICE	\$1 MILLION PER OCCURRENCE/CLAIM
	D	MEDICAL PROFESSIONAL LIABILITY	\$1 MILLION PER OCCURRENCE/CLAIM
	15	MISCELLANEOUS E&O	\$1 MILLION PER OCCURRENCE/CLAIM
	16	MOTOR CARRIER ACT END. (MCS-90)	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
	17	MOTOR CARGO INSURANCE	
	18	GARAGE LIABILITY	\$1 MILLION BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
	19	GARAGE KEEPERS LIABILITY	\$500,000 COMPREHENSIVE, \$500,000 COLLISION
	20	INLAND MARINE-BAILLIE'S INSURANCE	\$
	21	MOVING AND RIGGING FLOATER	ENDORSEMENT TO CGL
	22	DISHONESTY BOND	\$
	23	BUILDER'S RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF CONTRACT
	24	XCU COVERAGE	ENDORSEMENT TO CGL
	25	USL&H	FEDERAL STATUTORY LIMITS
X	26	CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT	
X	27	NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE IN COVERAGE SHALL BE PROVIDED TO ALEXRENEW AT LEAST 30 DAYS PRIOR TO ACTION	
X	28	ALEXRENEW SHALL BE AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS COMPENSATION, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY	
X	29	CERTIFICATE OF INSURANCE SHALL SHOW SOLICITATION NUMBER AND TITLE	

INSURANCE AGENT'S STATEMENT:

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

AGENCY NAME: _____ AUTH. SIGNATURE: _____

BIDDER'S STATEMENT:

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

BIDDER'S NAME: _____ AUTH. SIGNATURE: _____



LET US KNOW WHAT YOU THINK

Note: Please attach the completed survey with your bid

Bidder's Name				
Contact's Information	Contact Name			
	Phone			
	Email			
How did you find out about this solicitation?	<input type="checkbox"/> AlexRenew Website	<input type="checkbox"/> eVA	<input type="checkbox"/> LinkedIn	<input type="checkbox"/> Other (specify)
Have you ever been awarded a contract with AlexRenew?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No Answer	
	Comments:			
What did you like best about this solicitation process?				
What did you like least about this solicitation process?				
Was the solicitation easy to follow and understand?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
	Comments:			
Were you given enough time to prepare; if not how much time was needed and how much additional time would have helped you?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
	Comments:			

Were the goods required in the solicitation obsolete or outdated? If yes, describe current goods and their features and or submit brochures and catalogs.	<input type="checkbox"/> Yes		<input type="checkbox"/> No
	Comments:		
How could we improve our future solicitation process?			
How would you rate our procurement page, did you find the information on this page helpful?	<input type="checkbox"/> High	<input type="checkbox"/> Average	<input type="checkbox"/> Needs Improvement
	Comments:		
How do you rate the professionalism and knowledge of the procurement professionals in AlexRenew?	<input type="checkbox"/> High	<input type="checkbox"/> Average	<input type="checkbox"/> Needs Improvement
	Comments:		

ITB Checklist

This checklist is provided for the convenience of vendors on the items that need to be submitted as part of the bid submission, each bidder is responsible for accuracy and completeness of their bids. Place a checkmark next to each item included in your submission

<input type="checkbox"/>	Completed and signed in ink Bid Form and all its attachments
<input type="checkbox"/>	Attachment A (Excel Spreadsheet – all tabs)
<input type="checkbox"/>	Manufacturer’s Certification
<input type="checkbox"/>	Your firm’s Safety Handbook
<input type="checkbox"/>	Your firm’s Quality Control/Quality Assurance Procedure
<input type="checkbox"/>	Master Price List (MPL) documents
<input type="checkbox"/>	Pricing for additional related goods and material
<input type="checkbox"/>	Addenda were acknowledge and enclosed (if applicable)
<input type="checkbox"/>	Copy of your firm’s organizational chart is attached to your bid
<input type="checkbox"/>	Copy of your firm’s detailed vibration and balancing plan is attached to your bid
<input type="checkbox"/>	Electronic copy of the original bids on a Compact Disc (CD) or Universal Serial Bus (USB) flash drive is included
<input type="checkbox"/>	Copy of technicians’ certifications shall be submitted with bid documents.
<input type="checkbox"/>	The envelope containing the bid is properly identified with the ITB #, ITB title and vendor’s name
<input type="checkbox"/>	The envelope containing the bid is properly sealed

SECTION F. ALEXRENEW STANDARD AGREEMENT

FOLLOWING THIS PAGE IS A SAMPLE AGREEMENT SIMILAR TO THAT WHICH WILL BE ENTERED INTO BETWEEN ALEXRENEW AND THE CONSULTANT. THE SAMPLE AGREEMENT IS PART OF THIS SOLICITATION. THIS SAMPLE AGREEMENT IS SUBJECT TO REVIEW BY ALEXRENEW ATTORNEY PRIOR TO BEING FINALIZED AND SUBMITTED FOR CONSULTANT'S SIGNATURE.



STANDARD GOODS AND SERVICES AGREEMENT

AGREEMENT NO. 20-025

FOR |

PROVISION AND INSTALLATION OF STRAINPRESS AND RELATED GOODS AND SERVICES

BY AND BETWEEN

ALEXANDRIA SANITATION AUTHORITY DBA ALEXANDRIA RENEW ENTERPRISES (“ALEXRENEW”)

AND

CONTRACTOR

[EFFECTIVE DATE ____]

THE PARTIES TO THIS STANDARD GOODS AND SERVICES AGREEMENT (“Agreement”), Alexandria Renew Enterprises (“AlexRenew”) AND [name of Consultant] [Address] a {name of state} {type of organization i.e. corporation, limited liability partnership, etc.}, authorized to do business in in the Commonwealth of Virginia (“Consultant”), for the consideration specified hereinafter specified, agree as follows:

WITNESSETH:

WHEREAS, AlexRenew selected and retained the Contractor based on a lawfully conducted procurement process;

WHEREAS, as a result of this award, AlexRenew may, at its sole discretion, authorize the Contractor to perform repairs, rewinding and installation and related services of electric motors and provide related and necessary parts, equipment and consumables. By way of illustration and not limitation, the Contractor’s obligations include provision of all labor, material, equipment, superintendence and all things necessary to keep AlexRenew’s electric motors fully operational and at peak performance, which are detailed in Exhibit A (“Services”), and or subsequent Task Orders.

WHEREAS, AlexRenew from time to time will issue a document describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment that the Contractor commits to provide (hereinafter referred to as “Task Order”). The parties agree that this Agreement shall represent the general terms and conditions between the parties for all services performed by Contractor on behalf of AlexRenew under any and all Task Orders issued under this Agreement;

WHEREAS, the Contractor represents that it is duly licensed in Virginia, where necessary, and is qualified and authorized to provide the Services, and that the Services will be performed by experienced and qualified personnel; and

WHEREAS, the parties now desire to set forth the terms and conditions under which the Services shall be performed.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1. ENTIRE AGREEMENT

The following Exhibits, including all subparts thereof, are attached to this Agreement and are made a part of this Agreement for all purposes:

Exhibit A – ITB No. 20-017, including all addenda and subparts (individual Task Orders) issued by AlexRenew

Exhibit B - Bid of the Contractor in response to ITB No. 20-017

Exhibit C – Regulated Material

This Agreement, its Exhibits and any Task Orders issued by AlexRenew constitute the entire agreement between AlexRenew and the Contractor and supersede any and all previous representations, understandings, discussions or agreements between AlexRenew and the Contractor as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by AlexRenew and the Contractor. In the event of a conflict, Exhibit A, all individual Task Orders issued by AlexRenew, and Exhibit C shall prevail over Exhibits B.

AlexRenew and the Contractor may enter into one or more Task Orders pursuant to this Agreement. To the extent that such Task Orders include any terms and conditions inconsistent

with the terms and conditions of this Agreement, any such inconsistent terms and conditions shall be of no force and effect.

AlexRenew and the Contractor each acknowledge that it has had the opportunity to review this Agreement and to obtain appropriate legal review if it so chose.

ARTICLE 2. CONTRACTING ARRANGEMENT, SCOPE OF SERVICES AND RELATED MATTERS

- Fees, Ordering and Payment Procedures.

1. Ordering

- a. AlexRenew will issue Task Orders for required Services which shall outline the scope of work required of the Contractor to perform along with schedule and time frame for completion of the task and the agreed upon total amount for the task (derived from Exhibit B).
- b. The Agreement does not obligate AlexRenew to purchase specific quantity of items or services during the Agreement term. Any quantities that are included in the Agreement are the present expectations of AlexRenew for the contract period; and AlexRenew is not under any obligation to buy that or any amount as result of having provided this estimate or having had any normal or otherwise measurable requirements in the past. AlexRenew may require more goods and services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and or rates in the Agreement.
- c. AlexRenew does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting Agreement. The items or services covered by the Agreement may become available under other AlexRenew contract(s), and AlexRenew may determine that it is in its best interest to procure the items or services through those contract(s).
- d. At any time during the performance of a Task Order AlexRenew shall have the right to make changes in, deletions from or additions to the Task Order's scope of services (referred to hereinafter as a "Task Order Amendment"). In the event that such changes require different and/or additional Services by the Contractor, prior to commencement of such Services per a change, the Contractor shall present to AlexRenew, and AlexRenew shall consider, a proposal for an equitable increase in its compensation and/or schedule for Services rendered because of such change. Such proposal shall be supported by such data and information as AlexRenew reasonably may require. Any such proposal by the Contractor for an equitable change in compensation and/or schedule shall be mutually agreed to by Task Order Amendment prior to the commencement of any services under the proposed change.

2. Fees and Charges

As consideration for the Contractor's performance obligations and any services and material provided hereunder AlexRenew will pay the Contractor the fees(s) as set forth in Exhibit C (Pricing Schedule) and or in accordance with terms of approved by AlexRenew Task Order.

3. Adjustment in Fees and Charges

Baseline Fees and Charges will be established as part of this Agreement, and may be adjusted annually, starting in December 2021. Adjustments are not automatic and must be requested in writing by the Contractor and approved by AlexRenew via a formal amendment to the Agreement. Adjustment requests must be made in advance of the anniversary of the Effective Date of Agreement. The Contractor agrees that it shall not request an increase in the rates more than once during any twelve (12) month period. No such increase shall exceed the percentage of change in the U.S. Department of Labor, Bureau of Labor Statistics Employment Cost Index for wages and salaries, for civilian workers, by Occupational Group and Industry for Service Occupations. The Quarterly Employment Cost Index for the 3-month period ending in December of each year of the Agreement or two percent (2%), whichever is lesser, will serve as a basis for the increase. Any adjustment in fee(s) and price(s) that result from this provision will become in effect on January 1 of each year, and will be binding for the next twelve (12) months on the parties.

If the Contractor and AlexRenew have not agreed on a requested adjustment by sixty (60) days before the anniversary of Effective Date of Agreement, AlexRenew may terminate the Agreement, whether or not AlexRenew has previously elected to extend the Agreement's term.

Taxes-Federal, State and Local

AlexRenew is exempt from federal excise and all state and local taxes. Such taxes shall not be included in Agreement prices. A tax certificate of exemption can be obtained upon request.

4. Invoice Procedures

The Contractor shall remit each invoice to invoicing@alexrenew.com, promptly after all Contractor's performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable Task Order. Invoices issued by the Contractor shall identify at a minimum:

Dates/periods that invoice covers, including any service or deliverable, as applicable.
Line item description of the deliverable(s), product(s), services, as applicable to this Agreement, including components thereof or service type, and, if applicable, the project milestone.

Quantity, unit and extended pricing for each line item

Applicable Task Order and/or date.

This Agreement number and the applicable Task Order number.

Include all necessary backup documentation as requested by AlexRenew.

Any terms included on the Contractor's invoice shall have no force or effect and will in no way bind AlexRenew.

5. Payment Terms

The Contractor is responsible for the accuracy of its billing information. The Contractor is responsible for preparing complete and timely invoices in accordance with the requirements of this Agreement and any applicable Task Order. AlexRenew will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct and complete invoice as approved by the Contract Manager, which includes, at minimum all applicable information described in Section 2.A.4. Payments will only be made for goods and services furnished, delivered, inspected, and accepted by AlexRenew. AlexRenew will notify the Contractor of objections to any invoice within fourteen (14) days after receipt of such invoice and will make payment within thirty (30) days after receipt of the Contractor's corrected invoice, provided that, if the

Contractor demonstrates to the satisfaction of AlexRenew that its original invoice is correct, AlexRenew will make payment within fifteen (15) days after confirmation the invoice was correct. AlexRenew shall promptly pay for undisputed invoice charges while the parties are working to resolve issues related to disputed charges. All payment terms are net 30 days after receipt of a correct (as determined by the Contract Manager) invoice by AlexRenew.

6. Miscellaneous Payment Requirements

Amounts charged to AlexRenew for Services purchased by the Contractor for resale without modification, shall not exceed the amount paid by the Contractor for such services. The Contractor may include labor costs associated with subcontracted services

At any time prior to final payment under this Agreement and within three (3) years thereafter, AlexRenew shall have the right to audit direct charges, to the extent AlexRenew may deem necessary, for the purpose of verifying charges claimed under invoices. The Contractor agrees to maintain and make available records and books of accounts detailing fees, costs and expenses charged against this Agreement or invoiced hereunder.

7. Compensation Warranty

The Contractor warrants the compensation set forth in Exhibit C is comparable to that currently extended to other municipal utility customers for the same or similar Services.

In order to comply with the warranty, set forth in this Article, the Contractor reduces its fee, cost or expense schedule during the term of this Agreement, it shall notify AlexRenew, in writing, within five (5) business days of such event. Upon notification, Exhibit B will be immediately updated and will apply for all Services conducted by the Contractor from the date of the notice required herein.

8. Contract Manager

The performance of the Contractor is subject to general review and approval of AlexRenew's Contract Manager, who will be appointed by AlexRenew's Chief Executive

- Scope of Services

1. Service Delivery

The Contractor shall be responsible for provision of all material, equipment, parts, repairs, rewinding, installation, configuration, transportation and all things necessary for a turnkey service in accordance with the requirements of this Agreement and in accordance with the scope of authorized Task Orders and agreed upon schedules. Installation shall include unpacking, removal of all shipping/packing materials, positioning, testing, and related necessary services to allow for acceptance by AlexRenew.

2. Standard of Care

The Services will be performed in a safe, timely and professional manner, in accordance with the generally accepted standards of professional skill and judgment in the industry, in effect at the time the Services are rendered, in accordance with the specifications set forth in this Agreement, the applicable Task Order and any exhibit or amendment attached thereto, and in accordance with current and sound industry practices by personnel who are highly experienced and highly skilled in the appropriate technical fields and licensed if so required. These Services are to be

performed by the Consultant for AlexRenew in consideration of the payments specified herein and with the obligation that, should the Services not satisfy the requirements listed above, in AlexRenew's reasonable judgment, the Consultant shall re-perform Services originally undertaken by the Consultant as necessary to correct such defective Services, at no additional cost to AlexRenew.

3. Late Delivery

The Contractor hereby acknowledges and agrees that failure to deliver services in strict accordance with the agreed upon delivery schedule determined in accordance with Task Order shall constitute a material breach of the Agreement resulting in damages to AlexRenew, the total sum of which would be impracticable or difficult to ascertain as of the Effective Date of the Agreement. As an estimate of the minimum amount of damages AlexRenew will suffer, the Contractor agrees to credit AlexRenew an amount equal to one percent (1%) of the total amount of the Task Order issued, for each day that the Task Order is undelivered or nonoperational for a period of fifteen (15) days following the agreed upon delivery date. If the delay lasts longer than fifteen (15) days, AlexRenew may immediately cancel the Task Order and collect as late delivery damages five percent (5%) of the total amount for the issued Task Order.

In addition, in the event the Contractor fails for any reason to deliver within fifteen (15) days of the agreed upon delivery date set forth in the order/schedule, AlexRenew, at its own discretion, may give Contractor oral or written notice of breach regarding the subject Task Order. In no event shall AlexRenew be held to pay the Contractor any costs incurred by the Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such notice of breach. Notwithstanding the foregoing, AlexRenew reserves any and all other remedies available at law or in equity.

4. Testing

Services shall be deemed accepted the earlier of when AlexRenew notifies the Contractor in writing that such Services have been accepted; or thirty (30) days after the Contractor has notified AlexRenew that such Services have been delivered during which AlexRenew does not notify the Contractor in writing of a failure of same to successfully operate in accordance with the requirements of this Agreement and or applicable Task Order.

AlexRenew's review, approval, or acceptance of any services required under the Agreement shall not be construed to operate as a waiver by AlexRenew of any rights or any cause of action arising out of the Agreement.

5. Cure Period

The Contractor shall correct any non-conformities identified during acceptance testing and re-submit such previously non-conforming Services for re-testing within seven (7) days of receipt of written notice of non-conformance, or as otherwise agreed between AlexRenew and the Contractor in the applicable Task Order. Should the Contractor fail to cure the non-conformity or deliver Services which meets the requirements, AlexRenew may, in its sole discretion: (i) reject the Services in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial acceptance" of the Services with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Services while reserving its right to revoke acceptance if timely correction is not forthcoming. Failure of Services to meet, in all material respects, the requirements after the second set of acceptance tests may constitute a default by the Contractor. In the event of such

default, AlexRenew may, at its sole discretion, terminate its Task Order, in whole or in part, for the goods and services to be provided thereunder by the Contractor.

6. Final Acceptance

Final acceptance will be based on the successful delivery and performance by the Contractor of its contractual commitments at the location(s) designated in the Agreement, including completed and successful acceptance testing as agreed to between AlexRenew and the Contractor. Acceptance will be in conformance with the functional, performance, operational, compatibility, acceptance testing criteria and other parameters and characteristics of the Services, as authorized by the Agreement and such other parameters, characteristics, or performance standards that may be agreed upon in writing by AlexRenew and the Contractor.

7. Access to New Products and Technology

The Contractor will bring to AlexRenew's attention any new products or services within the scope of the Agreement that it believes will be of interest to AlexRenew and will work to develop proposals for the provision of any such products or services as AlexRenew requests.

8. New Service Offerings Not Available from the Contractor

If new or replacement product or service offerings become available to AlexRenew under the scope of the Agreement, and cannot be competitively provided by the Contractor, AlexRenew may purchase such new or replacement products or services from a third party, and the Contractor will reasonably assist AlexRenew to migrate to such products or services, if AlexRenew elects to use such new or replacement product or service offerings.

If AlexRenew elects to acquire new products or services as described in the above paragraph and such services replace existing Contractor-provided services, discount tiers and any commitments (as applicable per the Agreement) will be reduced to reflect reductions in purchases of the replaced products or services.

- General Warranty.

The Contractor warrants and represents to AlexRenew that the Contractor will fulfil its contractual obligations and meet all listed requirements as described in the ITB No. 20-017, as follows:

1. Ownership

The Contractor has the right to perform and provide all contractual obligations and provide all needed product and services without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

2. Limited Warranty and Remedy

In addition to any remedies described in Contractor's standard warranty for product and related services, if the Contractor is unable to make the product or services conform, in all material respects, to the requirements of the Agreement and any applicable Task Order, within thirty (30) days following notification by AlexRenew, the Contractor shall, at AlexRenew's request, either provide:
a replacement product and related services at no additional cost to AlexRenew, or accept return of the product and return all monies paid by AlexRenew for the product, pro-rated on a monthly basis as of the date AlexRenew reported the non-conformity and based on the average life of the product.

3. Performance Warranty

The Contractor warrants and represents the following with respect to its performance of services under the Agreement:

All contractual obligations shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in the Contractor's profession and included in the requirements, and the Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, deliverables and Services furnished under the Agreement; and

All contractual obligations pursuant to any particular task, shall be fit for the particular purposes specified and agreed to by AlexRenew and the Contractor, and the Contractor is possessed of superior knowledge with respect to its contractual obligations and is aware that AlexRenew is relying on the Contractor's skill and judgment in providing its contractual obligations.

4. Operational Components

Unless otherwise approved in writing, stated equipment prices shall include all cables, connectors, interfaces, documentation, training, and any other items necessary for full systems operation at AlexRenew site.

5. Documentation

AlexRenew will require the Contractor to provide such material as user manuals, maintenance and training material, handbooks, warranty certificates, technical manuals, shop drawings, sketches detailing installation information, instructions necessary for AlexRenew staff to make productive use of the equipment and technology, etc. ("Documentation").

6. The Contractor's Viability

The Contractor warrants that it has the financial capacity to perform, and continue to perform its obligations under the Agreement; that the Contractor has no constructive or actual knowledge of a potential legal proceeding being brought against the Contractor that could materially adversely affect performance of the Agreement; and that entering into the Agreement is not prohibited by any contract, or order by any court of competent jurisdiction.

7. The Contractor's Past Experience

The Contractor warrants that it has met similar contractual obligations and fulfilled the requirements as set forth in Exhibit A and in the Agreement, in similar or greater complexity, to other customers without significant problems due to the Contractor's performance, without causing a contractual breach or default claim by any customer.

THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. THE CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

ARTICLE 3. TERM AND TERMINATION

- Agreement Term

This Agreement is effective and legally binding as of the Effective Date and, unless terminated as provided for in this Article, shall continue to be effective and legally

binding for a period of two (2) years (“Initial Agreement Term”), subject to any modifications as provided in the Agreement. AlexRenew, in its sole discretion, may extend this Agreement for up to six (6) additional one (1) year periods (each a “Renewal Agreement Term”), following the expiration of the Initial Agreement Term. AlexRenew will issue a written notification to the Contractor starting the extension period ninety (90) days prior to expiration of any current term. In addition, performance of Task Orders issued during any term of this Agreement may survive the expiration of such term of this Agreement, in which case all contractual terms and conditions required for the operation of such Task Order shall remain in full force and effect until all of Contractor’s obligations pursuant to such Task Order have met AlexRenew’s acceptance criteria.

- **Maintenance Services**

Upon expiration the terms of this Agreement and expiration of the specified warranty period and at the AlexRenew’s sole discretion, the Contractor shall provide up to three (3) additional one-year periods (each a “Maintenance Period”) of on-site maintenance (including labor and parts) at the fees and charges set forth in Exhibit C. Each successive year of maintenance may be ordered by AlexRenew in writing at least ninety (90) days prior to expiration of the existing Maintenance Period.

- **Transition of Services**

Prior to or upon expiration or termination of this Agreement and at the request of AlexRenew, the Contractor shall provide all assistance as AlexRenew may reasonably require to transition the Contractor’s contractual obligations, or any portion thereof, as requested by AlexRenew. This obligation may extend beyond expiration or termination of the Agreement for a period of time (i.e., three (3) months, six (6) months, twelve (12) months or as required and mutually agreed-upon by AlexRenew and the Contractor (herein referred to as “Transition Period”). The Contractor shall provide all reasonable transition assistance requested by AlexRenew to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to AlexRenew. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Agreement, except for those terms or conditions that do not reasonably apply to such transition assistance.

- **Contract Kick-Off Meeting**

Within seven (7) days of Effective Date of the Agreement, the Contractor may be required to attend a contract orientation meeting, along with AlexRenew Contract Manager and any other significant stakeholders who have a part in the successful performance of this Agreement. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Agreement. The time and location of this meeting will be coordinated with the Contractor and other meeting participants by the AlexRenew.

- **Contract Closeout**

Prior to or upon expiration or termination of this Agreement, the Contractor shall provide such close out documentation as may be requested by AlexRenew. The Contractor shall submit such closeout documentation within thirty (30) days of receipt of such request from AlexRenew.

- Termination

1. Termination for Convenience

AlexRenew may terminate the Agreement in whole or in part, or any Task Order issued hereunder, in whole or in part upon not less than thirty (30) days prior written notice at any time for any reason.

2. Termination for Breach or Default

AlexRenew shall have the right to terminate this Agreement, in whole or in part, or any Task Orders issued hereunder, in whole or in part for breach and/or default of the Contractor. The Contractor shall be deemed in breach and/or default in the event that Contractor fails to meet any material obligation set forth in this Agreement or in any Task Order issued hereunder.

If AlexRenew deems the Contractor to be in breach and/or default, AlexRenew shall provide the Contractor with notice of breach and/or default and allow the Contractor fifteen (15) days to cure the breach and/or default. If the Contractor fails to cure the breach as noted, AlexRenew may immediately terminate this Agreement or any order or Task Order issued hereunder, in whole or in part.

Any such termination shall be deemed a Termination for Breach or Termination for Default.

3. Termination for Non-Appropriation of Funds

All payment obligations from AlexRenew under this Agreement are subject to the availability of appropriations by AlexRenew Board of Directors, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Agreement, AlexRenew may terminate this Agreement, in whole or in part, or any Task Order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after such action is completed.

4. Effect of Termination

Upon termination, the Contractor shall cease its Services in accordance with the terms of the termination notice and shall deliver all work completed to date to AlexRenew, unless AlexRenew provides written notification to the Contractor that it declines to receive or accept such work. In the event of a Termination for Breach or Termination for Default, the Contractor shall accept return of any deliverable that was not accepted by AlexRenew shall refund any monies paid by AlexRenew for such deliverable, and all costs of de-installation and return of deliverables shall be borne by the Contractor.

Upon termination, AlexRenew shall be responsible to pay for any Services performed by the Contractor and accepted by AlexRenew but which have not yet been paid, provided the Contractor submits invoices in accordance with this Agreement for such amounts. Otherwise, AlexRenew shall have no further liability under this Agreement, and reserves to itself all remedies available under law or this Agreement with respect to such termination or any performance by the Contractor prior to termination.

In the event of a Termination for Breach or Termination for Default, the Contractor shall accept return of any deliverable that was not accepted by AlexRenew shall refund any monies paid by AlexRenew for such deliverable, and all costs of de-installation and return of deliverables shall be borne by the Contractor.

ARTICLE 4. INDEMNIFICATION, INTELLECTUAL PROPERTY, SECURITY AND LIABILITY

- Indemnification

The Contractor agrees to indemnify, defend and hold harmless AlexRenew, employees, officers, directors, and agents (collectively, "AlexRenew's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of AlexRenew's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of the Contractor, (ii) any act or omission of any employee, agent, or subcontractor of the Contractor, (iii) breach of any representation, warranty or covenant of the Contractor contained herein, (iv) any defect in the Contractor-provided products or services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Contractor-provided products or services. Approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations.

In the event that a Claim is commenced against any of AlexRenew's Indemnified Parties alleging that use of the Contractor-provided products or services, including any components thereof, or that the Contractor's performance or delivery of any product or service under this Agreement infringes any third party's intellectual property rights and the Contractor is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, the Contractor shall immediately notify AlexRenew in writing, via certified mail, specifying to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of AlexRenew's Indemnified Parties and secure a continuance to permit AlexRenew to appear and defend their interests in cooperation with the Contractor as is appropriate.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Contractor-provided deliverables, products, and services, as applicable, or the Contractor's performance, and in addition to all other obligations of the Contractor in this Section, the Contractor shall at its expense, either (a) procure the right to continue use of such infringing deliverables, products, and services, as applicable, or any component thereof; or (b) replace or modify such infringing deliverables, products, and services, as applicable, or any component thereof, with non-infringing deliverables, products, or services, as applicable, satisfactory to AlexRenew; and in addition, the Contractor shall provide any a comparable temporary replacement products and/or services or reimburse AlexRenew for the reasonable costs incurred by AlexRenew in obtaining an alternative product or service, in the event such affected deliverable, product, and services, cannot be used by AlexRenew. If the Contractor cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then the Contractor shall accept the return of the infringing deliverables, products, and services, as applicable, or any component thereof, along with any other components rendered unusable by AlexRenew as a result of the infringing component, and refund the price paid to the Contractor for such components

The Contractor's duties under this provision will include the duty to obtain the approval of AlexRenew as to legal counsel selected to defend AlexRenew and to confer with AlexRenew concerning any defense.

The provisions of this Article 4.A. shall survive the completion of the services hereunder and the expiration, cancellation, or termination of this Agreement.

- **Ownership of Intellectual Property**

All documents, papers, reports, forms, materials, creations or inventions prepared for or furnished to AlexRenew in by the Contractor in the performance of this Agreement shall, upon payment to the Contractor of all amounts due and owing under this Agreement for such work shall become the sole property of AlexRenew, and all title and property rights, including copyright, patent, intellectual property, and common law rights, in the documents prepared for or furnished to AlexRenew by the Contractor shall transfer to AlexRenew. The Contractor shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any elements (including but not limited to standard details or computation) used in the documents, but developed by the Contractor independent of this Agreement. The Contractor shall provide appropriate verification of such independent development upon AlexRenew's request. Upon transfer of ownership, title, and property rights to AlexRenew, the Contractor shall receive a limited, nonexclusive license to use the content of any subject document on other projects, provided such use does not conflict with AlexRenew's business, commercial, proprietary, competitive, or security interests.

- **Consequential Damages**

The Contractor waives claims against AlexRenew for consequential damages arising out of or relating to this Agreement, including but not limited to damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit. This waiver is applicable, without limitation, to all consequential damages of the Contractor due to termination in accordance with the provisions of this Agreement.

ARTICLE 5. GOVERNING LAW, CONTRACTUAL DISPUTES, AND COMPLIANCE

- **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of City of Alexandria, Virginia. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. Uniform Computer Information Transactions Act (UCITA) shall apply to this Agreement only to the extent required by §59.1-501.15. of the Code of Virginia.

- **Licenses and Permits**

The Contractor agrees to obtain and maintain, at its own expense, permits, licenses and other forms of documentation required for the Contractor to comply with existing laws, ordinances, and regulations of any state, county, township, or municipal subdivision thereof, or other governmental agency, which may be applicable to the Contractor's performance of the Services, throughout the term of this Agreement.

If the Contractor becomes aware of non-compliance with a regulatory, permit or licensing matter, the Contractor must notify AlexRenew, in writing, within five (5) business days of the Contractor's awareness of such non-compliance.

- **Ethics in Public Procurement**

The ethics in public contracting provisions of Sections 2.2-4367 through 2.2-4377 of the Code of Virginia are applicable to all contracts entered into by AlexRenew, including this Agreement.

The Contractor represents and warrants, with regard to this Agreement any Task Order issued hereunder, that neither the Contractor (including any of its officers, partners, employees or agents) nor any subcontractor or subcontractor employee has (i) provided, attempted to provide, or offered to provide any kickback; (ii) solicited, accepted or attempted to accept any kickback; (iii) included, directly or indirectly, the amount of any kickback in the price applicable to this Agreement or in the subcontract price charged by any subcontractor to a higher tier subcontractor; or (iv) committed any violation of the Ethics in Public Contracting provisions of the Virginia Public Procurement Act, Virginia Code Sections 2.2-4367 et seq.

In addition to any other remedies that AlexRenew may have, the Contractor shall indemnify and hold harmless all AlexRenew's Indemnified Parties from and against loss or damage, including but not limited to, costs, attorney's fees, or any fines or penalties assessed against the Contractor, resulting from a confirmed violation of the Anti-Kickback Act of 1986 by the Contractor (including any of its directors, officers, partners, employees, or agents).

- **Conflict of Interest**

The Contractor, its subcontractors and any others used by the Contractor in the performance of Services shall at all times comply with applicable laws and regulations and shall avoid and refrain from all activities on behalf of AlexRenew which could be interpreted as creating conflicts of interest or the appearance of a conflict for AlexRenew or the Contractor.

The Contractor shall promptly notify AlexRenew, in writing, of an action, change or development, which would make any representation, warranty, covenant or agreement in, under or as a part of this Agreement, untrue, inaccurate or incomplete.

- **Dispute Resolution**

In accordance with §2.2-4363 of the Code of Virginia, contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to AlexRenew at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. AlexRenew shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not institute legal action prior to receipt of the decision of AlexRenew on the claim, unless AlexRenew fails to render its decision within thirty (30) days. The decision of AlexRenew shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia.

- **Relationship between AlexRenew and the Contractor**

Contractor has no authority to contract for AlexRenew in any way to bind, to commit AlexRenew to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of AlexRenew. Under no circumstances shall the Contractor, or any of its employees, hold itself out as or be considered an agent or an employee of AlexRenew, and neither AlexRenew shall have any duty to provide or maintain any insurance or other employee benefits on behalf of the Contractor or its employees. The Contractor represents and warrants that it is an independent contractor for purposes of

federal, state and local employment taxes and agrees that neither AlexRenew is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for the Contractor. Any and all taxes, interest or penalties, (including, but not limited to, any federal, state or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Agreement or services performed pursuant to this Agreement shall be paid or withheld by the Contractor or, if assessed against and paid by AlexRenew, shall be reimbursed by the Contractor upon demand by AlexRenew.

- **Compliance with Laws**

The Contractor agrees to comply with all federal, state and local administrative regulations respecting the assumption of liability for the aforesaid taxes or contributions. The Contractor represents that the fees incorporated herein include such taxes or contributions and agrees to indemnify and hold harmless all AlexRenew's Indemnified Parties from and against liability for the delay or failure of the Contractor and its subcontractors to pay such taxes or contributions.

The Contractor agrees to execute certificates reasonably required by AlexRenew if such certificate is required pursuant to federal, state, or local laws or regulations. The Contractor agrees to comply with applicable federal, state, and local laws pertinent to performance of the Services, and further agrees to include the substance of this Article 5.G in all subcontracts entered into by the Contractor.

- **Liens**

AlexRenew's interest, whether in fee simple or easement, in any site at which the work or services under this Agreement is to be provided, cannot be subjected to a mechanic's lien because mechanics liens cannot be placed on publicly-owned property rights in the Commonwealth of Virginia.

- **Import/Export**

In addition to compliance by the Contractor with all export laws and regulations, AlexRenew requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

- **Bankruptcy**

If the Contractor becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then AlexRenew may immediately terminate this Agreement, on notice to the Contractor unless the Contractor immediately gives AlexRenew adequate assurance of the future performance of this Agreement or the applicable Task Order. If bankruptcy proceedings are commenced with respect to the Contractor and if this Agreement has not otherwise terminated, then AlexRenew may suspend all further performance of this Agreement until the Contractor assumes this Agreement and provides adequate assurance of performance thereof or rejects this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by AlexRenew and the Contractor that this is an executory agreement. Any such suspension of further performance by AlexRenew pending Contractor's assumption or rejection shall not be a breach of this Agreement, and shall not affect the rights of AlexRenew to pursue or enforce any of its rights under this Agreement or otherwise.

ARTICLE 6. MANDATORY PROVISIONS

- **Payment to Subcontractors**

The Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by AlexRenew for Services performed by subcontractors:

- Pay the subcontractor for the proportionate share of the total payment received from AlexRenew attributable to the Services performed by the subcontractor; or
- Notify AlexRenew and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the sub Contractor's payment with the reason for nonpayment.

The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from AlexRenew for Services performed by the subcontractor, except for amounts withheld as allowed herein.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this Agreement shall not be construed to be an obligation of AlexRenew. A contract modification shall not be made for providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

Nothing contained in this Agreement shall create any contractual relationship between any subcontractors and AlexRenew.

- **Non-Discrimination**

The Contractor will not discriminate against any employee or applicant for employment because of age, race, color, handicap, religion, sex, national origin or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting this requirement.

The Contractor will include the substance of this provision in every subcontract or purchase order equal to or greater than \$10,000 in value unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor.

- **Nondiscrimination Against Faith-Based Organizations**
AlexRenew does not discriminate against faith-based organizations and the Contractor agrees not to discriminate against faith-based organizations.
- **Federal Immigration Law**
The Contractor, its subcontractors and any others it may employ do not, and will not during the term of this Agreement, knowingly employ an unauthorized alien as defined in the Federal Immigration and Reform and Control Act of 1986.
- **Drug-Free Workplace**
Throughout the term of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order equal to or greater than \$10,000 in value, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this provision, "drug-free workplace" means any site for the performance of Services in connection with this Agreement, where the employees of the Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana.

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

Authorization to Conduct Business in the Commonwealth of VA

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

- **Small and Minority-Owned Businesses**
It is the policy of AlexRenew to undertake every effort to increase opportunities for small and minority-owned businesses in all aspects of procurement to the maximum extent practicable.

In connection with this Agreement, the Contractor agrees to use commercially reasonable efforts to carry out this policy and to ensure that small and minority-owned businesses have the maximum practicable opportunity to compete for subcontract work under this Agreement consistent with the efficient performance of the Services.

As used in this Agreement, the term "small business" means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated and has either fewer than 100 employees or less than \$1,000,000 in annual revenues.

As used in this Agreement, the term “minority business” means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women and veterans regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals including a record of such impairment and who are regarded as having such an impairment.

If federal grants fund some or all of Task Orders under this Agreement, it is the policy of AlexRenew, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority businesses.

- **Health and Safety**

The Contractor has full responsibility for the safety of its employees, agents and subcontractors, including providing or requiring the use of appropriate safety equipment for field personnel. The Contractor is responsible for developing, maintaining, and implementing its own health and safety program (the “HASP”), policies, procedures and equipment as necessary to protect its workers and others from their activities. The Contractor shall provide AlexRenew with a copy of the HASP for AlexRenew’s review and approval prior to commencing the covered activities.

In development of the HASP and performance of the Services, the Contractor shall (a) comply with all applicable federal, state and local statutes, regulations and ordinances regarding health and safety, including, but not limited to those codified by the Occupational Safety and Health Administration (OSHA) in Title 29 of the Code of Federal Regulations (CFR) Parts 1910 and 1926, particularly 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response; and (b) comply with its HASP as well as any health and safety requirements prepared by AlexRenew, if any, and provided to Contractor for the Services.

The Contractor shall indemnify, defend and hold harmless all AlexRenew’s Indemnified Parties from all claims, damages, suits, losses, fines, penalties and expenses, including attorneys’ fees, in any way arising from noncompliance by the Contractor, its employees, agents and subcontractors with all applicable health and safety requirements required herein.

- **Spills**

In the event the Contractor or any of its employees, agents or subcontractors cause any Regulated Material, as defined in Exhibit C, attached hereto, to be spilled or otherwise spread upon any AlexRenew property or jobsite during the performance of the Services or otherwise (a “Spill”), the Contractor shall immediately initiate action to clean and restore all such AlexRenew property and/or Program Site to the condition existing before such Spill. The Contractor, at its own expense, shall pursue the cleaning and restoration of the property with due diligence until completed to the satisfaction of AlexRenew and any regulatory agency with jurisdiction. The Contractor shall pay the costs for disposal of materials resulting from the Spill and clean-up activity.

In the event of a Spill, the Contractor shall indemnify and hold harmless all AlexRenew Indemnitees from liabilities, damages, costs, claims, demands, expenses, attorney’s fees, fines and penalties of whatever type or nature which may arise from or in any manner be connected with the Spill.

ARTICLE 7. CONFIDENTIALITY REQUIREMENTS

- Treatment and Protection

Each party shall (i) hold in strict confidence all confidential information of the other party, (ii) use the confidential information solely to perform or to exercise its rights under this Agreement, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such confidential information to any third-party. However, parties may disclose the confidential information to such individuals that are bound by non-disclosure contracts. Each party shall take the same measures to protect against the disclosure or use of the confidential information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

1. Exclusions

The term "confidential information" shall not include information that is:

- in the public domain through no fault of the receiving party or of any other person or entity that is similarly contractually or otherwise obligated;
- obtained independently from a third-party without an obligation of confidentiality to the disclosing party and without breach of this Agreement;
- developed independently by the receiving party without reference to the Confidential Information of the other party; or
- required to be disclosed under the Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

2. Return or Destruction

Upon the termination or expiration of this Agreement or upon the earlier request of AlexRenew, the Contractor shall (i) at its own expense, (a) promptly return to AlexRenew all tangible confidential information (and all copies thereof except the record required by law), or (b) upon written request from AlexRenew, destroy such confidential information and provide AlexRenew with written certification of such destruction, and (ii) cease all further use of AlexRenew's confidential information, whether in tangible or intangible form.

AlexRenew shall retain and dispose of Contractor's confidential information in accordance with the Commonwealth of Virginia's records retention policies.

- Advertisement, Communication and Use of AlexRenew Proprietary Mark

The Contractor shall not use the name of AlexRenew or refer to AlexRenew, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of AlexRenew. In no event may the Contractor use a proprietary mark of AlexRenew without receiving a prior written consent of AlexRenew.

No communications, in any form or at any time, made on behalf of AlexRenew shall take place with federal, state, or local government officials or news media without a prior written approval of an AlexRenew.

All work product produced by the Contractor under this Agreement shall be clearly and conspicuously marked "Privileged Work Product-Prepared at the Request of AlexRenew."

No communications (including electronic mail) on behalf of AlexRenew or pursuant to a request or demand received from outside of AlexRenew (including demands made by governmental agencies) shall be made without a prior written consent of AlexRenew.

ARTICLE 8. CONTRACTOR PERSONNEL

- **Selection and Management of Contractor's Personnel**

The Contractor shall take such steps as may be necessary to ensure that all Contractor personnel performing under this Agreement are competent and knowledgeable of the contractual arrangements and the applicable requirements. The Contractor shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with AlexRenew's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. AlexRenew reserves the right to require the immediate removal from AlexRenew's premises of any employee, subcontractor or agent of the Contractor whom AlexRenew believes has failed to comply with the above or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.
- **Supervision of Contractor's Personnel**

The Contractor acknowledges that Contractor or any of its agents, contractors, or subcontractors, is and shall be the employer of Contractor's personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of Contractor personnel. AlexRenew shall not have any such responsibilities for Contractor or subcontractor personnel.
- **Contractor's Key Personnel**

All Key Personnel identified in Exhibit B are committed to this Agreement for the duration of the Agreement, for so long as they remain employed by the Contractor. Likewise, if a Key Person is identified in a Task Order, such individual shall be committed to the Task Order for the duration of the Task Order, for so long as they remain employed by the Contractor. For the avoidance of doubt, the Contractor shall retain its support staff as is necessary to fully close out a Task Order, to include verification that the project records have been uploaded to AlexRenew's contract management system and/or provided as hard copies, as directed by AlexRenew.

If extraordinary circumstances require a proposed change in Key Personnel under either this Agreement or a Task Order, it must be submitted in writing to AlexRenew. In circumstances where the change is based on a Key Personnel leaving the employ of the Contractor, qualifications information shall be provided on one or more proposed substitutes, and AlexRenew, at its sole discretion, will determine who will become the substitute and remain a Key Personnel going forward. In circumstances where the change concerns a Key Personnel who will remain in the employ of the Contractor, information about the basis for the change request and qualifications information for one or more proposed substitutes will be provided and the AlexRenew, at its sole discretion, will determine whether to authorize the proposed removal and, if approved, who shall become the substitute and remain a Key Personnel going forward.
- **Contract Administration**

Contractor agrees that at all times during the term of this Agreement a Project Manager, at Contractor's senior management level, shall be assigned and available to AlexRenew.

The Contractor reserves the right to change such Project Manager upon reasonable advance written notice to AlexRenew.

The Project Manager's responsibilities should include (i) day to day management of Task Orders issued by AlexRenew, (ii) resolution of technical support questions and issues which have not been resolved by the Contractor's technical staff; (iii) preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iv) investigation and resolution of customer service issues and complaints

- Subcontractors

The Contractor may use the services of subcontractors for Services that, under normal contracting practices, are performed by subcontractors. The Contractor shall obtain AlexRenew's approval of subcontractors prior to entering into an agreement with subcontractors. In no event shall Contractor subcontract to any subcontractor which is debarred by the federal, state, or local jurisdictions or agencies.

The Contractor shall cause appropriate provisions to be inserted in subcontracts relative to any services to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and to give the Contractor the same power as regards terminating any subcontract that AlexRenew may exercise over the Contractor under provisions of this Agreement.

If the Contractor subcontracts the provision of any performance obligation under this Agreement to any other party, the Contractor will (i) act as prime contractor and shall be the sole point of contact with regard to all obligations under this Agreement, and (ii) hereby represents and warrants that any authorized subcontractors shall perform in accordance with the warranties set forth in this Agreement.

ARTICLE 9. INSURANCE REQUIREMENTS

- A. The Contractor agrees to secure and carry, throughout the term of this Agreement, the following minimum insurance coverage:
 - 1. Commercial General Liability ("CGL") insurance, including premises and operations, completed operations/products liability, personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The types, amounts and limits of CGL insurance required are detailed below:
 - \$1 million Each Occurrence (Bodily Injury and Property Damage)
 - \$2 million General Aggregate that applies on a per project basis
 - \$2 million Products/Completed Operations Aggregate
 - \$1 million Per Person or Organization (Personal and Advertising Injury)
 - 2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000 per accident.
 - 3. Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. AlexRenew will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- B. All insurances required above shall be written with companies authorized to conduct business within the Commonwealth of Virginia, with an A.M. Best Rating of at least A-, VII or better.

- C. The Contractor shall provide AlexRenew with a certificate of insurance and endorsements confirming that coverage compliant with the above requirements is procured and maintained throughout the period during which the Contractor provides Services to AlexRenew under this Agreement. Upon AlexRenew's written request, the Contractor shall provide AlexRenew with copies of any or all of such policies of insurance, however, the Contractor shall be entitled to redact any premium or proprietary information from such policies.
- D. AlexRenew, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and A copy of the Additional Insured endorsement, or an "Accord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to AlexRenew prior to the execution of the Agreement and any extension. Failure to provide such documentation shall result in cancellation of the award or of the Agreement.
- E. If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by the Agreement, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of the Agreement and in such a manner that there is no lapse in coverage, and Purchasing Agent must be immediately notified of the replacement. Not having the required insurance throughout the applicable term is considered a material breach of the Agreement and grounds for termination. The Contractor shall also obtain an endorsement providing AlexRenew thirty (30) days advance notice of cancellation or nonrenewal (ten (10) days for nonpayment of premium. A copy of that endorsement shall be provided to the Purchasing Agent prior to the execution of the Agreement or any extension thereafter.
- 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 the Agreement, 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 – All documentation and copies of endorsements required hereunder shall state the Agreement's number and title.
- H. Certificate Holder - The Certificate Holder must be identified as:
- Alexandria Renew Enterprises
c/o Purchasing Agent
1800 Limerick Street
Alexandria, Virginia 22314**
- I. The Contractor must disclose the amount of any deductible or self- insurance component applicable to the General Liability, Automobile Liability, or any other policies required herein, if any. AlexRenew 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, AlexRenew may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for AlexRenew.

- J. The Contractor shall require all subcontractors to maintain during the term of the Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance, including employer liability coverage in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the Purchasing Agent immediately upon request by AlexRenew and/or prior to a subcontractor performing work related to the Agreement.
- K. No acceptance or approval of any insurance by AlexRenew shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Agreement.
- L. The Contractor shall be responsible for the work performed under this Agreement and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Services. 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 Agreement, or in connection in any way whatsoever with the contracted work.
- M. The Contractor shall be as fully responsible to AlexRenew 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.
- N. Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) is/are submitted to and acceptable to the AlexRenew and the terms and additional endorsements required hereunder are met to the satisfaction of the Purchasing Agent. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- Remedies
The remedies set forth in this Agreement are intended to be cumulative. In addition to any specified remedy, AlexRenew reserve any and all other remedies that may be available at law or in equity.
- Captions
The captions are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Articles.
- Assignment
Neither this Agreement or any Task Order, or any rights or interests thereunder, nor any part thereof shall be assigned by the Contractor without the prior written consent of AlexRenew, which consent may not be unreasonably withheld.
- Force Majeure:
Neither party will be held responsible for failure to perform the duties and responsibilities imposed by the Agreement if such failure is due to a fire, riot, rebellion, natural disaster, war, acts of terrorism or acts of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Agreement.

- **Interpretation**
Ambiguities, inconsistencies, or conflicts arising out of or related to this Agreement shall not be strictly construed against AlexRenew; rather, they shall be resolved by applying the most reasonable interpretation under the circumstances, considering the intentions of the parties at the time of contracting.
- **Partial Invalidity**
If in any instance, any provision of this Agreement shall be determined to be invalid or unenforceable under any law or regulation, such provision shall not apply in such instance, but the remaining provisions hereof shall be given effect in accordance with their terms.
- **Waiver**
Failure by AlexRenew or the Contractor to insist on performance of any or all of the terms, covenants or conditions of this Agreement, or failure to exercise any rights, remedies or privileges hereunder, or AlexRenew's waiver of any breach hereunder, shall not thereafter be construed as a waiver of any such terms, covenants, privileges or breach unless otherwise provided herein.
- **Arbitration**
No claim arising under or related to the Agreement may be subject to arbitration.
- **Survival**
All representations, warranties, and covenants contained in the Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of the Agreement.
- **Severability**
In the event any one or more of the provisions contained in this Agreement are, for any reason, held by a court of competent jurisdiction to be unenforceable in any respect, such holding will not affect any other provisions of the Agreement, and the Agreement will then be construed as if such unenforceable provisions are not a part thereof.
- **Notices**
All notices required under this Agreement shall be delivered, in writing, by facsimile, personal delivery or mail and shall be addressed to the following persons:

TO THE CONTRACTOR:

TO ALEXRENEW:

Brian Mosby, Deputy General Manager, Operations and Maintenance
Alexandria Renew Enterprises
1800 Limerick Street
Alexandria, VA 22314

AND

Maryam Zahory, Purchasing Agent
Alexandria Renew Enterprises

1800 Limerick Street
Alexandria, VA 22314

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

- **Authority and Validity of Signatures**

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver the Agreement on the entity's behalf, including the entity's Board of Directors or Chief Executive Officer. The Agreement shall not be effective or binding unless countersigned by the AlexRenew's Chief Executive Officer, or authorized designee, as evidenced by their signature as set forth in the Agreement.

The Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that the Agreement, its amendments, and ancillary Task Orders to be entered into in connection with the Agreement will be considered signed when the signature of a party is delivered by email transmission. Such emailed signature must be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused their names to be set as of the day and year written below.

ALEXANDRIA RENEW ENTERPRISES

CONTRACTOR

By: _____
Karen L. Pallansch, General Manager Date:

By: _____
[Name, Title]

Date: _____

Date: _____