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## **REQUEST FOR PROPOSAL**

**RFP # 22-015**

# **Customer Information System, Billing, and Customer Service Solution**

**Release Date:** April 15, 2022

**Non-Mandatory Pre-Bid Conference:** April 29, 2022 @ 1:00 PM EDT

The preproposal meeting will be virtual facilitated through MS Teams, all interested in attending the preproposal meeting must send an invitation request to [hans.bailey@alexrenew.com](mailto:hans.bailey@alexrenew.com) no later than **3:00 pm, April 28, 2022**.

**Questions Due:** May 6, 2022 @ 5:00 PM EDT

**Proposal will be received in hand, in the office of Bid Clerk, located at 1800 Limerick Street, Alexandria, VA 22314 until **4:00 PM EDT on June 1, 2022****

### **IMPORTANT NOTES:**

- Proposals will not be publicly opened.
- AlexRenew reserves the right to reject any and all proposals, 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 individuals or organizations in the performance of its procurement activities.
- Late proposals will not be accepted.

Alexandria Renew Enterprises  
1800 Limerick Street  
Alexandria, VA 22314

# Contents

Introduction .....	4
Background .....	4
Purpose .....	4
Project Goals .....	4
Proposal Submission and Format Requirements .....	6
Proposal Submission .....	6
Pre-Proposal Meeting .....	6
Proposal Format .....	6
APPENDICES .....	7
Questions .....	8
RFP Schedule .....	8
Proposal Response .....	12
Section 1: Cover Letter .....	12
Cover Letter .....	12
Executive Summary .....	12
Table of Contents .....	12
Section 2: Proposer Background .....	13
Proposer Overview .....	13
Proposer Financial Information .....	14
Proposer Personnel .....	14
Section 3: Proposer and Subconsultant Qualifications .....	15
Section 4: Proposer and Subconsultant Utility Experience .....	16
Similar Projects .....	16
Failure to Complete .....	16
Section 5: Proposer and Subconsultant Team .....	17
Resumes .....	17
Key Staff Members Information .....	17
Current Assignments .....	17
Needs of AlexRenew Team .....	18
Subcontractor Information .....	18
Section 6: Approach for Project Services .....	19

6.1 Anticipated Scope of Work .....	19
6.2 Understanding.....	20
6.3 Approach .....	21
6.4 Project Schedule.....	31
Section 7: Responses to Requirements.....	32
Section 8: Exceptions to the RFP .....	32
Section 8: Project Costs .....	33
INSURANCE REQUIREMENTS .....	34
Proposal Evaluation.....	37
Criteria .....	37
Demonstration Presentations .....	38
Price Evaluation .....	38
Negotiations.....	38
Appendix A: Sample Contract Agreement .....	40
Appendix B: Current Agreement with GCWW .....	66

# Introduction

## Background

Established in 1952 by the Alexandria City Council, Alexandria Renew Enterprises (AlexRenew, Alexandria Sanitation Authority) is charged with protecting community health and the environment in the City of Alexandria and parts of Fairfax County through the operation and maintenance of an advanced wastewater treatment facility.

AlexRenew currently maintains capital assets valued at approximately \$750 million and cleans approximately 38 million gallons of dirty water daily at a water resource recovery facility located within walking distance of Old Town Alexandria. AlexRenew operates and maintains a single wastewater treatment plant, four pump stations, and minimal trunk lines. Total staff numbers are approximately 100.

A component of the agency's activities is to fairly and accurately bill customers for wastewater service. At present, approximately 27,000 accounts serving over 168,000 customers, largely comprised of residential, multi-family and commercial customers, are billed monthly by AlexRenew. AlexRenew is distinct from other utility providers due to the large proportion of multi-family properties making up its customer base. While AlexRenew has a small number of accounts, the total customers served is akin to a mid-to-large sized City. AlexRenew is also distinguished by its relationship with the City's water provider. Bills are based on water meter data provided by the Virginia American Water Company (VAW) that serves the City of Alexandria and generate over \$46 million in rate revenues annually. AlexRenew does not control the water meter reading process, but is reliant on VAW to provide accurate information for use in Billing.

## Purpose

AlexRenew provides sewer service to its utility customers in cooperation with the local water service provider, VAW. VAW previously facilitated AlexRenew's billing and customer service business processes by delivering these services to AlexRenew customers prior to 2012. After 2012, VAW exited the billing and customer service outsourcing market in favor of focusing on its water customers exclusively. At that time, AlexRenew sought out a new partner to provide these services and selected Greater Cincinnati Water Works (GCWW), a utility organization serving Cincinnati and providing outsourced services for a number of other municipalities. GCWW serves as the current partner providing billing, customer contact, and customer account management activities. As of 2024, GCWW is exiting the contract services market, prompting AlexRenew to explore options for continued billing and customer service provision. The purpose of this RFP is to identify a new partner to assist with outsourced utility billing and customer service.

## Project Goals

AlexRenew has a lean approach to operations, preferring to limit its staff to roles that directly support its core mission of managing wastewater and improving water quality in the community.

Other organizational functions, like billing and customer service, have been strategically outsourced. **AlexRenew would prefer to continue working with a single partner that provides both billing and customer service outsourcing, similar to the current arrangement with GCWW.** If the new billing and customer service solution were to comprise multiple vendors that would need to be directly managed by AlexRenew staff, the organization would need to expand its staffing to support the new solution, which is not desired at this time.

The overarching goal of this project is to engage with a new billing and customer service solution partner to provide ongoing support in these areas. AlexRenew desires a partner who can provide service equivalent to or better than the service currently provided by GCWW. AlexRenew has engaged with an owner agent partner, Raftelis, to gather requirements relating to this effort and to facilitate the smooth transition to the new partner selected during this RFP process. The requirements specified in this RFP include all of the business process, functional, technical, and resource requirements currently satisfied by GCWW, and additional needs identified during the requirements gathering project. The foremost goals in engaging a new partner are:

- Maintain accurate billing processes, including a robust interface process with VAW and regular exception reporting
- Maintain collections and remittance processes where new vendors are used for payment processing, banking, lockbox, etc.
- Maintain a partner with a single point of contact for managing or adjusting any aspect of utility billing and customer service
- Maintain or improve the level of customer service provided by the vendor to AlexRenew staff
- Maintain or improve customer satisfaction with customer contact center services, hours of operation, and language support
- Limit customer inconvenience during the transition from GCWW, for example:
  - Keep customer's portal preferences (paperless billing, auto-pay, etc.)
  - Keep existing customer's current account numbers, if possible
- Improve customer experience by:
  - Modernizing communications
    - Incoming contact options [IVR self-service (AI support a plus), live/real person phone help, email, live/real person chat, etc.]
    - Outgoing messaging [robo recorded calls (or AI messaging calls), email, SMS, etc.] to specific individuals, targeted groups, and all customers
  - Providing the most up-to-date bill pay options
  - Enhancing the customer portal
    - Data available (for example usage graphs, smart FAQs, AI chat a plus, etc.)
    - Self-service options (for example signing up for payment plans and form submission)
- Improve business processes where possible, for example allowing customers to create payment plans online rather than via a contact center representative

# Proposal Submission and Format Requirements

## Proposal Submission

Proposers shall submit one (1) original hardcopy of the proposal and one (1) exact electronic copy of the original Proposal on a Universal Serial Bus (USB) flash drive. If desired, one (1) redacted electronic copy may be included that removes proprietary trade secrets should responses be subject to the Freedom of Information Act (FOIA). Electronic files must be in MS Word, Adobe Acrobat, or Excel format. Offerors shall include a notarized statement that the exact electronic version is a true copy of the printed version. Proposals should be complete and include *Sections 1-8* as described below.

All proposal responses to this RFP need to be submitted no later than **12:00pm EDT on June 1st, 2022**. Late submittals will not be accepted.

While each proposal will be considered objectively, AlexRenew assumes no obligation to accept or take action on any proposal. AlexRenew assumes no liability for proposer's costs incurred in preparing or submitting a proposal in response to this RFP.

In response to this RFP, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined in this RFP. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit AlexRenew to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

## Pre-Proposal Meeting

The RFP is designed to elicit a comprehensive and detailed proposal from prospective solution providers. Because of the nature and scope of services required, many questions are anticipated. To address these questions fairly and in detail, **a pre-proposal conference will be held on April 29th, 2022 at 1 p.m. EDT via MS Teams. Please contact AlexRenew via the Questions section below to be added as an attendee to the meeting. This meeting is optional. Proposers and subconsultants are encouraged to attend should they need to find partners to best satisfy the requirements for a successful solution.**

## Proposal Format

The proposer shall develop a written response to this RFP, structured to show a clear understanding of the Scope of Work. The following sections will provide the format that the RFP responses must follow to be considered in the evaluation process:

- Section 1 - Cover Letter
- Table of Contents

- Section 2 - Proposer Background
- Section 3 - Proposer Qualifications
- Section 4 - Proposer Experience
- Section 5 - Proposer Team
- Section 6 - Approach for Project
- Section 7 - Response to Requirements - TO BE SUBMITTED IN AN EXCEL DOCUMENT
- Section 8 - Price Form - TO BE SUBMITTED IN AN EXCEL DOCUMENT
- Appendices As deemed necessary by the proposer
- **Required Forms:**
  - Contract Compliance Forms
  - IRS W9
  - Certificates of Insurance

All sections must be submitted in an Adobe Acrobat PDF format unless otherwise specified. The contents of each of these sections are described in more detail below. Contract Compliance Forms need to be provided with a signed original only.

**The Proposal shall not exceed 50 pages, excluding cover, back cover, table of contents, blank pages to facilitate double-sided printing, proposer resumes, and required forms.**

## **APPENDICES**

Proposals shall address all information as required by this RFP. Any exceptions or modifications to the Statement of Work, the proposer's Responsibilities, or any other requirement set forth in this RFP shall be explicitly stated in a separate appendix section labelled "EXCEPTIONS."

Proposer may also include additional appendix sections as needed.

## Questions

All questions regarding the content of this document should be received in writing via email or mail no later than **5:00 p.m. EDT on May 6th, 2022** and should be directed to:

Mr. Hans Bailey  
Alexandria Renew Enterprises  
1800 Limerick Street  
Alexandria, VA 22314  
E-mail: [hans.bailey@alexrenew.com](mailto:hans.bailey@alexrenew.com)

Emailed questions should contain the subject line: **RFP 22-015 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, offerors are prohibited from contacting AlexRenew staff other than the Purchasing Agent.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal addendum only. Offerors are cautioned that any written, electronic, or oral representations made by any AlexRenew representative or other persons 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 the AlexRenew website.

## RFP Schedule

The anticipated schedule for this RFP is as follows:

Event	Date	Time (all times EDT)
RFP Issuance	Friday, 4/15/22	5:00 pm
Preproposal Conference	Friday, 4/29/22	1:00 pm
Deadline for Submission of Questions	Friday, 5/6/22	5:00 pm
Deadline for Submission of Proposals	Wed, 6/1/22	12:00 pm
Evaluation of Written Submissions and Shortlisting of Offerors	Wed, 6/8/22	5:00 pm
Begin Interviews and Product Demonstrations	Mon, 6/13/22	9:00 am
Begin Contract Negotiations	Mon, 6/20/22	9:00 am
Issuance of Notice of Award	Friday, 7/1/22	1:00 pm

Event	Date	Time (all times EDT)
Potential Project Kickoff Meeting	Mon, 8/1/22	9:00 am
Potential Project Start Date	Mon, 8/8/2022	9:00 am

*Note: Proposers are requested to make early preparations for interviews and product demonstrations during the week of June 13<sup>th</sup>, 2022. There will be a short window for notifications to shortlisted proposers. AlexRenew reserves the right to disqualify and replace any shortlisted vendor who is not able to accommodate the published timeframe for demonstrations.*

### **COMPETITIVE NEGOTIATION PROCESS**

This RFP was issued using the Competitive Negotiation process, as defined and authorized in The Virginia Public Procurement Act (VPPA) § 2.2-4301. The Contract(s) resulting from this RFP shall be subject to the terms and conditions as set forth herein, or elsewhere in AlexRenew and Commonwealth of Virginia rules and regulations. Under this procedure, the proposals will be opened privately and information is not public record until an award determination has been made.

AlexRenew accepts no responsibility for any expense incurred by any offeror in the preparation and presentation of a proposal. All expenses related to a proposal are the sole responsibility of the offeror.

### **COMPETITION INTENDED**

It is AlexRenew's intent that this RFP permits competition. It shall be the Offeror'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 RFP 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 proposals.

### **TRADE SECRETS OR PROPRIETARY INFORMATION**

Trade secrets or proprietary information submitted by an offeror or contractor in connection with this procurement transaction pursuant to VA Code §2.2-4342(F) may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the offeror must invoke the protection of this subsection prior to submission of the data or other materials and must identify clearly and in writing, in the spaces provided on the Proposal Form, the data or other materials sought to be protected and the reasons why such protection is necessary or falls within the exceptions to the VFOIA. It is the offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

### **DEBARMENT STATUS**

The offeror shall indicate, in the space provided on the Proposal Form, whether or not it, any of its principals, agents, or any person associated with the firm is/are currently debarred from

submitting Proposals to AlexRenew, or any other state, federal or political subdivisions. An affirmative response may be considered grounds for the rejection of the proposal.

### **INFORMALITIES**

AlexRenew reserves the right to waive minor defects or variations from the exact requirements of the RFP in a proposal insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the goods, services and/or construction being procured. If insufficient information is submitted for AlexRenew to properly evaluate the proposal by an offeror, AlexRenew reserves the right to require such additional information as it may deem necessary after the proposal opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

### **AUTHORITY TO TRANSACT BUSINESS**

Any offeror 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 offeror by the Virginia State Corporation Commission must be written in the space provided on the Proposal Form. Any offeror that is not required to be authorized to transact business in the Commonwealth shall include in its proposal a statement describing why the offeror 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 offeror to provide such documentation shall be grounds for rejection of the proposal or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

### **PROPOSAL WITHDRAWAL PRIOR TO PROPOSAL OPENING**

No proposal may be withdrawn after it is filed with AlexRenew unless the offeror makes a request in writing to AlexRenew prior to the time set for the opening of Proposals.

### **INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION**

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

**CONTRACT AWARD IN THE BEST INTEREST OF ALEXRENEW**

AlexRenew reserves the right to accept or reject proposals, 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 RFP. Selection of a proposal does not mean that all aspects of the proposal are acceptable to AlexRenew. AlexRenew reserves the right to negotiate the modification of terms and conditions with the offerors 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.

**NOTICE OF DECISION TO AWARD**

When AlexRenew has made a decision to award the contract(s), the result of such decision will be posted on the AlexRenew website ([Let's Do Business Together | AlexRenew](#)).

# Proposal Response

Failure to submit a proposal containing the sections listed below may result in the Proposer being deemed non-responsive.

## Section 1: Cover Letter

### Cover Letter

Include a Cover Letter that indicates that the submitted proposal is in response to the AlexRenew Request for Proposal for CIS, Billing, and Customer Service Solution RFP # 22-015. Cover letter must be limited to two (2) pages.

- The cover letter must include the legal name, address, telephone number, and e-mail address of the firm submitting the proposal (appearing on letterhead is sufficient). Include the name of the person to whom correspondence should be directed, and phone/address information if different from above.
- The cover letter must briefly state your firm's understanding of the solution to be provided and the services to be performed and make a positive commitment to provide services as specified. Proposers should also state their willingness to act as prime for the final selected solution. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, email address, and telephone number(s).
- The cover letter must be signed by an authorized officer or authorized employee of the proposer, legally able to commit the proposer to the proposed scope of work and price for the proposed solution(s).

### Executive Summary

Include an Executive Summary of no more than one (1) page that should be brief, concise, and contain no marketing materials.

### Table of Contents

Include an outline of the proposal, identified by sequential page numbers, and section titles as described herein.

## Section 2: Proposer Background

### Proposer Overview

Provide a response to each question and statement. Each form below will be provided in a separate (Microsoft Word) document so that the proposer can provide as much detail as desired for each response. Each form should be included in the 50-page limit for the proposal.

COMPANY PROFILE
<b>1. Provide a brief history of company(s) including a summary of all products and services offered.</b>
RESPONSE:
<b>2. Provide the year the company was established and the number of years the organization(s) has been in business as a solution provider.</b>
RESPONSE:
<b>3. Provide the address and phone number of the U.S. based corporate office.</b>
RESPONSE:
<b>4. Provide a list of serving office locations for this project.</b>
RESPONSE:
<b>5. Provide a disclosure and a description of any and all litigation, arbitration, or mediation that you have been involved in for the last five years.</b>
RESPONSE:
<b>6. Provide a disclosure of any contracts that you have had terminated by the client within the last five years.</b>
RESPONSE:
<b>7. Provide a disclosure of any Implementations that have failed (where this did not result in a terminated contract or litigation) within the last five years.</b>
RESPONSE:
<b>8. Has your firm implemented a solution at a wastewater utility? If yes, list the utility(s) and describe the solution. Describe the role of your company and the date of completion.</b>
RESPONSE:
<b>9. Provide the number of years' experience in the following areas: 1) Public sector municipal government 2) Utility and Sewer 3) CIS 4) Outsourcing and Managed Service</b>
RESPONSE:

## Proposer Financial Information

<b>FINANCIAL INFORMATION</b>
<b>1. AlexRenew requests annual reports and/or financial statements for the division of the company directly responsible for the product or services proposed in this RFP for each of the last three fiscal years. Does your company authorize the release of the requested financial information if you are selected as a finalist?</b>
RESPONSE:

## Proposer Personnel

<b>ORGANIZATIONAL INFORMATION</b>					
<b>1. Provide an organizational chart for the division of the company(s) directly responsible for the product or services proposed in this RFP. Indicate total employees in the development, sales, support, and service (implementation support) departments. Indicate the length of service for project team members.</b>					
RESPONSE:					
<b>2. Provide a list of all subconsultants to be used for this project. List the anticipated responsibilities for each subconsultant.</b>					
RESPONSE:					
<b>3. In the table below, indicate the total employee head count by function, by year for the past five years.</b>					
<b>Department</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>
<b>Sales &amp; Marketing</b>					
<b>Technical Support</b>					
<b>Research &amp; Development</b>					
<b>Maintenance</b>					
<b>Implementation</b>					
<b>Management</b>					
<b>TOTAL</b>					

### Section 3: Proposer and Subconsultant Qualifications

The Proposer must demonstrate a proven track record in providing services across a series of successful project implementation efforts. Provide three (3) client references who are currently using your services to implement their CIS system, or have used such services in the past five (5) years. These clients should be relevant to AlexRenew and the proposed CIS, Billing, and Customer Service Solution.

REFERENCE				
<b>Name of Client:</b>				
<b>Brief Description of the Project:</b>				
<b>Location(s) of the Installation:</b>				
<b>Customer Base by Service:</b>				
<b>Contact Name:</b>				
<b>Contact Title:</b>				
<b>Contact Email Address:</b>				
<b>Project Timeline:</b>				
<b>Go-Live Date:</b>				
Identify which of the following services you provided and number of your resources on this project:				
<b>Managed Services or Outsourcing</b>		<input type="checkbox"/> _____		
<b>Project Management</b>		<input type="checkbox"/> _____		
<b>Solution Implementation</b>		<input type="checkbox"/> _____		
<b>Change Management and Training</b>		<input type="checkbox"/> _____		
<b>Data Conversion</b>		<input type="checkbox"/> _____		
<b>Testing</b>		<input type="checkbox"/> _____		
<b>Quality Assurance</b>		<input type="checkbox"/> _____		
<b>Maintenance and Support</b>		<input type="checkbox"/> _____		
Project Metrics:				
Costs		Go-Live Dates		Explanation of Variances(s)
Original	Actual	Original	Actual	

## Section 4: Proposer and Subconsultant Utility Experience

### Similar Projects

Proposer will provide a list, in reverse chronological order, of projects where similar services to those requested in this RFP were provided for Utilities.

Project List			
Client	Budget	Start / End Dates	Description

### Failure to Complete

Proposer will provide a comprehensive list of **all** projects where completion could not be achieved. If no projects resulted in failure to complete, indicate not applicable. AlexRenew reserves the right to research the Proposer's history of service delivery to ensure the accuracy of the response below.

Project List			
Client	Budget	Duration	Reason for Failure

## Section 5: Proposer and Subconsultant Team

### Resumes

Include a resume for each key member of the project team. Resumes should highlight staff members' experience as it relates to this project. Resumes should be concise and limited to **two (2) pages per resume**.

### Key Staff Members Information

Include a list of the proposed key staff members. Proposers shall include the following information in the table below:

- Employed by (Prime, Sub-Contractor, Product or Solution Vendor, or Independent Contractor)
- Project area(s) supported (CIS, Billing, Customer Service) by the key member
- Role(s) on project (Project Manager, Functional Lead, Technical Lead, etc.)
- Anticipated project utilization in FTE

Staff Members				
Staff Member	Employed By	Project Area(s)	Project Role(s)	Utilization

***Note: AlexRenew reserves the right to discontinue evaluation of the Proposer if the team is changed during the evaluation and contract negotiation period. AlexRenew may require formal change requests and approval to listed team members should changes be necessary.***

### Current Assignments

Include a list of the current assignments for each key staff member proposed.

Current Assignments		
Staff Member	Percent Committed	List of Active Clients with Completion Dates


### Needs of AlexRenew Team

Include a list of the Proposer's expected utilization of the AlexRenew team.

Needs of AlexRenew Team	
Staff Role	Utilization by Phase of Project

### Subcontractor Information

Include a statement about the use of subcontracts. If subcontractors will be used:

- a) Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services
- b) Include the same company profile information for any subcontractors as is requested in Section 2 for the primary proposer

## Section 6: Approach for Project Services

### 6.1 Anticipated Scope of Work

AlexRenew is seeking a new partner to provide a comprehensive outsourcing solution for billing, collections, customer service and information technology services. AlexRenew has historically been served by two outsource providers for these services, Virginia American Water and Greater Cincinnati Water Works. As a result, AlexRenew has limited staffing and resources in these areas and would prefer to continue to outsource these functions completely. The Proposer should be capable of providing staff, technology, and business process resources to support the day-to-day operations of these business functions on behalf of AlexRenew. The support provided by the Proposer will include daily tasks for the entirety of the contracting period which AlexRenew prefers to be no less than five (5) years. The Proposer should demonstrate knowledge of common business processes related to meter-to-cash utility billing when describing the proposed approach to providing service. In sections 6.2 and 6.3, please provide a holistic project understanding and approach including, but not limited to the following areas:

#### ***Customer Service***

- Handle approximately 2,000 customer agent calls per month with the ability to handle planned (for example customers calling about rate increases) and unplanned spikes
- Handle most customer inquiries via AlexRenew provided decision trees, escalate inquiries to AlexRenew only when necessary
- Provide customer self-service options including bill pay, form submission, payment plan creation, donate to fund to help fellow customers, etc.

#### ***Billing***

- Communicate over 28,000 written or digital correspondences per month including bills, reprints, delinquency notices, letters, etc.
- Update sewer rates at no extra cost
- Support a variety of sewer rate structure such as a tiered rate structure
- Establish new accounts per information communicated from VAW
- Close accounts per information communicated from VAW
- Ability to provide winter quarter average-based billing
- Handle deduct meter data and business processes
- Handle consolidated billing for customers with many accounts

#### ***Collections***

- Accept credit card, check, money order, cash payments via E-Payment, bank transfer, local PO Box, and walk-in. Communicate required fees for payment methods to customers.
- Flexible payment rules that allow payments received by outside agencies, such as federal grants, to be applied differently than payments received directly from customers.
- Support PCI-DSS security for online payment processing
- Provide debt collection services to collect outstanding balances due

- Remit collected funds at least weekly to AlexRenew per specified General Ledger accounts
- Handle returned check processing when required

### ***Technology***

- Provide a customer information system solution to track and manage customer accounts
- Provide maintenance, support, and updates for the CIS
- Provide remote access to the CIS for AlexRenew staff members
- Provide remote access to contact center representative call monitoring (real-time live call monitoring a plus)
- Accept meter read and customer information changes via interfaces from VAW
- Provide data reports as specified by AlexRenew staff
- Enforce security practices as specified by AlexRenew
- Provide CIS and business process training to AlexRenew staff

### ***Project Management***

- Provide oversight and management of subcontractors
- Invoice for services on a monthly basis
- Administer a change request process
- Maintain an integrated project plan which tracks deliverables, dependencies, schedule, critical path and milestones for the integrator, sub-consultants and client resources assigned to the project.

## **6.2 Understanding**

Based upon the anticipated scope of work described above, please provide a response describing your understanding of the transition of CIS, Billing and Customer Service to the proposed solution. Please include your understanding of AlexRenew's resource needs related to technology, staffing, communication, service levels, and other areas.

### 6.3 Approach

Please provide responses to each of the questions included below when outlining your proposed approach to completing a successful transition of CIS, Billing, and Customer Service for AlexRenew. The following questions will be provided in a separate Word document format where proposers can provide as much detail as desired. The responses to the form should be included in the body of the proposal and will count towards the 50-page limit.

PROJECT MANAGEMENT METHODOLOGY
<b>1. Describe the overall communication plan that will be utilized throughout the engagement.</b>
RESPONSE:
<b>2. Describe the metrics that you use to measure project health.</b>
RESPONSE:
<b>3. Describe your approach to identify, track, and resolve risks to the project.</b>
RESPONSE:
<b>4. Describe the key risks experienced with a typical solution implementation. How does your approach identify, track, and mitigate risks?</b>
RESPONSE:
<b>5. Describe your approach to identify, track, and resolve issues that impact the project.</b>
RESPONSE:
<b>6. Describe your approach to managing resource demands on the project.</b>
RESPONSE:
<b>7. Describe the development and maintenance of a scope management plan, including the management of change requests/controls.</b>
RESPONSE:
<b>8. Describe your approach to create, manage, and review project deliverables.</b>
RESPONSE:
<b>9. What incentives and penalties are included in your proposal with regard to delivering or missing the planned timelines and deliverables?</b>
RESPONSE:
<b>10. Provide any other relevant information related to project management activities which were not identified above.</b>
RESPONSE:

OUTSOURCING / MANAGED SERVICES METHODOLOGY
<b>1. Describe the approach to providing contact center service outsourcing.</b>
RESPONSE:
<b>2. Describe the method for training contact center staff regarding client specific needs and messaging.</b>
RESPONSE:
<b>3. Describe the service level agreements (SLAs) typically used by your contact center operations.</b>
RESPONSE:
<b>4. Describe your contact center hours of operation, remote versus in-person policy, and minimum experience for staff members.</b>
RESPONSE:
<b>5. Describe the approach to providing staffing for review and administration of utility billing.</b>
RESPONSE:
<b>6. Describe the service level agreements (SLAs) typically used by your utility billing operations.</b>
RESPONSE:
<b>7. Describe the approach to providing staffing for administration of information technology (IT) operations.</b>
RESPONSE:
<b>8. Describe the service level agreements (SLAs) typically used by your IT operations.</b>
RESPONSE:
<b>9. Describe your approach to providing staffing for client and vendor relationship management.</b>
RESPONSE:
<b>10. What incentives and penalties are included in your proposal with regard to missing the defined customer service, billing, and IT SLAs?</b>
RESPONSE:
<b>11. Provide any other relevant information related to outsourced services which were not identified above.</b>
RESPONSE:

IMPLEMENTATION METHODOLOGY
<b>1. Describe your recommended project methodology approach to delivering the solution.</b>
RESPONSE:
<b>2. Are there any components of the methodology that are “Agile”? If so, what part? Where have you utilized this methodology before?</b>
RESPONSE:
<b>3. Describe the milestones and deliverables by phase.</b>
RESPONSE:
<b>4. Describe the primary dependencies between phases.</b>
RESPONSE:
<b>5. Describe the project controls by phase.</b>
RESPONSE:
<b>6. Define your approach to manage requirements through the project lifecycle.</b>
RESPONSE:
<b>7. Define your approach for requirements traceability throughout the project.</b>
RESPONSE:
<b>8. Please provide any other information that you feel is relevant to the project methodology &amp; approach.</b>
RESPONSE:

<b>CONFIGURATION AND INTERFACE DEVELOPMENT</b>
<b>1. Does your solution offer a default sewer billing configuration to be leveraged as a baseline for system configuration?</b>
RESPONSE:
<b>2. Describe the approach and activities regarding configuration development.</b>
RESPONSE:
<b>3. Describe the approach and activities regarding the development of interfaces and integration points.</b>
RESPONSE:
<b>4. Describe the approach and activities regarding development of statements, invoices, notices, and other correspondence which the system is required to produce.</b>
RESPONSE:
<b>5. Describe your approach to managing and migrating code and configuration.</b>
RESPONSE:
<b>6. Describe your strategy and approach to designing and working exceptions in the CIS System.</b>
RESPONSE:
<b>7. Describe your approach to managing meter read interfaces from third parties.</b>
RESPONSE:

<b>DATA CONVERSION METHODOLOGY</b>
<b>1. Describe your approach to data conversion/migration from the legacy CIS system to the future production system and the deliverables that will be provided. Include as appropriate, a discussion of the conversion programs, the data mapping process and how it is tested. Provide a diagram on how you view the conversion process steps.</b>
RESPONSE:
<b>2. Provide a recommendation on what data should be converted (e.g., bills, payments, meter readings, consumption history, service order history, notes, payment arrangements, legacy account numbers, customer preferences, etc.).</b>
RESPONSE:
<b>3. Describe your approach to data cleansing in the legacy CIS systems and who is responsible for data cleansing.</b>
RESPONSE:
<b>4. Describe your approach for validating data during the conversion process. Provide an example of controls from a previous project.</b>
RESPONSE:
<b>5. Describe the approach to quality assurance of your data conversion methodology.</b>
RESPONSE:
<b>6. Describe how you will perform historical adjustments to data that is NOT converted.</b>
RESPONSE:
<b>7. Describe your approach to Mock Conversions to ensure the conversion process is working as designed and can be conducted over a specified timeframe.</b>
RESPONSE:

<b>DATA REPORTING METHODOLOGY</b>
<b>1. Describe the type and uses of reports available to users in your proposed solution.</b>
RESPONSE:
<b>2. Provide the process to be used to modify and enhance the standard product report offerings.</b>
RESPONSE:
<b>3. Describe the self-service capability of the reporting solution.</b>
RESPONSE:
<b>4. Describe the process of adding new custom reports to the reporting solution.</b>
RESPONSE:

TESTING METHODOLOGY
<b>1. Describe your overall testing methodology and approach.</b>
RESPONSE:
<b>2. Describe how testing requirements will be traced to business requirements.</b>
RESPONSE:
<b>3. Describe your approach to regression testing.</b>
RESPONSE:
<b>4. Describe your approach to comparing bills between the new and legacy systems.</b>
RESPONSE:
<b>5. Describe your approach to user acceptance testing.</b>
RESPONSE:
<b>6. How do you test disaster recovery?</b>
RESPONSE:
<b>7. Describe your approach for data/configuration refreshes during testing.</b>
RESPONSE:
<b>8. What incentives and penalties are included in your proposal to ensure you have performed adequate testing?</b>
RESPONSE:
<b>9. Please include any other relevant information regarding testing which was not included above.</b>
RESPONSE:

<b>INFORMATION SECURITY METHODOLOGY</b>
<b>1. Describe your overall information security approach.</b>
RESPONSE:
<b>2. Describe role-based access to your system and what functionality common roles can access.</b>
RESPONSE:
<b>3. Describe your approach to securing personally identifiable information.</b>
RESPONSE:
<b>4. Describe your approach to remote access to all environments.</b>
RESPONSE:
<b>5. Describe your preparedness for common IS threats such as ransomware, phishing, etc.</b>
RESPONSE:
<b>6. Describe your approach to business continuity.</b>
RESPONSE:
<b>7. What incentives and penalties are included in your proposal to ensure your solution provides adequate information security?</b>
RESPONSE:
<b>8. Please include any other relevant information regarding information security which was not included above.</b>
RESPONSE:

TRAINING METHODOLOGY
<b>1. Describe the overall training methodology and associated deliverables.</b>
RESPONSE:
<b>2. Describe the review and approval process for training materials to ensure accuracy.</b>
RESPONSE:
<b>3. Provide a list of up-front training required for members of the core team.</b>
RESPONSE:
<b>4. Provide a recommended approach for managing and maintaining training programs and process/knowledge repositories post go-live.</b>
RESPONSE:
<b>5. Describe training for new workers or retraining of workers will be accommodated as updates and changes are made.</b>
RESPONSE:
<b>6. Describe how knowledge transfer to AlexRenew employees will take place.</b>
RESPONSE:
<b>7. Provide sample end user training materials that potentially will be a deliverable for this project.</b>
RESPONSE:
<b>8. Describe the amount of on-site training included in your proposed implementation.</b>
RESPONSE:

<b>BUSINESS &amp; TECHNICAL SUPPORT METHODOLOGY</b>
<b>1. Describe the organizational change management methodology and deliverables that will be provided.</b>
RESPONSE:
<b>2. Describe the activities required to identify organizational impacts of changes and propose solutions.</b>
RESPONSE:
<b>3. Describe how changes to the business environment will be communicated to internal and external customers and users.</b>
RESPONSE:
<b>4. Describe how success of the change management program will be determined.</b>
RESPONSE:
<b>5. Provide a description of how customer requested enhancements to the system are handled. Include any applicable pricing structure.</b>
RESPONSE:
<b>6. Provide how long you support each version of your CIS software and include any policies for updating the CIS application.</b>
RESPONSE:
<b>7. Provide your recommended upgrade strategy for future releases of the product(s). Include a recommendation for how frequently AlexRenew should apply patch releases &amp; perform minor/major product upgrades.</b>
RESPONSE:
<b>8. Describe the length of time and estimated number of dedicated resources to support a major release upgrade.</b>
RESPONSE:
<b>9. Provide an explanation of how a new version or release of the product is implemented. Provide a detailed explanation of the upgrading process (e.g., overall implementation timeframe, vendor effort/time/resources, client effort/time/resources, and estimated cost).</b>
RESPONSE:
<b>10. Provide verification that your company provides telephone support on an on-going basis. What are the times during the day that it is available? Is the cost of this support included in the maintenance costs?</b>
RESPONSE:

<b>11. Provide verification that the Proposer will provide on-site support if there is a “production down” situation and the remote diagnostics prove inconclusive. Provide your procedures for this situation.</b>
RESPONSE:
<b>12. Provide an explanation of how problems are classified according to degree of urgency. For example: (very urgent) is responded to within two hours; (urgent) within eight hours; (somewhat urgent) within 48 hours; and, (not critical) within five working days. Who determines the priority of the problem?</b>
RESPONSE:
<b>13. Provide a description of how issues will be communicated to AlexRenew during a Production down situation.</b>
RESPONSE:
<b>14. Please provide any other relevant information regarding technical support not included above.</b>
RESPONSE:

#### **6.4 Project Schedule**

Please provide a recommended schedule for the solution implementation. The schedule should align with the Approach outlined by the Proposer above. Please include the contracting period anticipated by the Proposer, recommended by AlexRenew to be no less than five (5) years. Please ensure that the project costs included in Section 8 align with the contracting period outlined in your schedule.

***Note: The proposer must be able to transition AlexRenew from GCWW to their solution no later than January 1, 2024.***

## **Section 7: Responses to Requirements**

The ability of the proposer to meet or exceed the service levels currently being provided by GCWW to AlexRenew is of critical importance to the selection of the correct partner to provide billing and customer service outsourcing starting in 2024. The solution and project requirements intended for this engagement are listed in the Requirements Response attachment in Appendix C. Proposers are expected to submit a Yes/No response to each requirement element as to whether their team can satisfy the requirement, as well as to provide a written response for each requirement item as to how they plan to approach the requirement. Please provide at least 2-3 sentences in response to each requirement. These responses will be used in scoring the proposers ability to satisfy the needs of AlexRenew relating to billing and customer service support.

## **Section 8: Exceptions to the RFP**

Proposers must provide a list of exceptions taken to this RFP and requirements of the Sample Contract Agreement included in Appendix A. Any exceptions must be identified and explained in writing. An exception is defined as the proposer's inability to meet a requirement in the manner specified in the RFP. If the proposer recommends an alternate solution when taking an exception to a requirement, the benefits of the alternative solution must be explained.

## Section 8: Project Costs

This section should be submitted once by all proposers in the form located in Appendix D: Cost Proposal. The following are important instructions for the completion of this Section:

- All prices quoted in this proposal must be a fixed price.
- Proposers are requested to fill in as much detail in the available cost categories. If costs are not applicable to the proposer's solution, they may be left blank.
- Proposers are requested to provide 5-year costs, with the option to provide 10-year costs.
- AlexRenew, at its sole discretion, may elect to add additional features or remove requested features prior to finalizing costs during contract negotiations.
- *Note: This Section is provided as a Microsoft Excel Spreadsheet. Your proposal must include an electronic version of this Section's response in EXACTLY the same format as distributed. The electronic version should include the completed spreadsheet, saved in unprotected and editable Microsoft Excel 2010 or later format.*
- **DO NOT RETURN THE DETAIL RESPONSE TO THIS SECTION IN THE BODY OF YOUR PROPOSAL. PLEASE ONLY REFERENCE THE RETURNED SPREADSHEET'S NAME IN THIS SECTION OF THE SUBMITTED PROPOSAL.**

# INSURANCE REQUIREMENTS

Review this section carefully with your insurance agent or broker prior to submitting a proposal. See the Insurance Checklist (part of the Proposal or Proposal 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 the 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 RFP 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. **Workers Compensation** - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers 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.
2. **Commercial General Liability** - \$2,000,000 combined single limit coverage with \$4,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations. Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
  - a) General aggregate limit is to apply per project;
  - b) Premises/Operations;
  - c) Actions of Independent Contractors;
  - d) Products/Completed Operations to be maintained for five (5) years after completion of the Work;
  - e) Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract. The general aggregate limit shall apply to this Contract;
  - f) Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement.
3. **Technology Errors and Omissions** – The Contractor shall maintain during the term of the Contract Technology Errors and Omission Insurance for the claims for damages

arising from computer and or customer solution related services including but not limited to the following: consulting, data processing, programming, system integration, etc. . If the policy is written on a claims made basis, Contractor must provide to AlexRenew proof that the policy provides the option to purchase an Extended Reporting Period (“tail coverage”) providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

**4. Business Automobile Liability** - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).

**Additional Insured** - 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 Professional Liability. 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 the Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in the cancellation of the award or of the Contract.

**Cancellation** - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage, or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be canceled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and Purchasing Agent must be immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing 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 this Contract or any Contract 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 this Contract until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

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

**Certificate Holder** - The Certificate Holder must be identified as:

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

Must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property, or any other policies required herein, if any. 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 another 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 this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the Purchasing Agent immediately upon request by AlexRenew and/or prior to a subcontractor performing work related to this Contract.

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 the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Document(s) and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to 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.

## Proposal Evaluation

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of this RFP, includes all documentation, is submitted in the format outlined in this RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

### Criteria

Proposals will be evaluated by a Selection Advisory Committee (SAC) which will evaluate and rank proposals on criteria listed below. The SAC will be comprised of appropriate AlexRenew personnel, with the appropriate experience and/or knowledge, striving to ensure that the SAC is balanced and impartial. The criteria are itemized with their respective weights for a maximum total of three hundred (300) points per SAC member.

#### **QUALIFICATIONS**

**60 POINTS**

- Proposer's relevant experience on similar projects – including Proposer's prior record of performance with AlexRenew and other entities, as well as performance and successful completion of prior projects.
- Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.
- Assessment of overall experience of proposed team in providing similar types of projects and services to public sector organizations. Preference will be given to Proposer's experience with municipal sewer utilities.
- Proposer's organizational and financial stability.

#### **APPROACH**

**75 POINTS**

- Proposer's description of the solution.
- Proposer's overall approach to providing the services requested in this RFP.
- Assessment of procedures for managing staffing, schedules, costs, materials, quality control, quality assurance and customer communications.
- Degree to which the proposal clearly and concisely follows the RFP.

#### **REQUIREMENTS**

**150 POINTS**

- Completed Requirements Response sheet submitted for evaluation.
- Ability of the proposer to satisfy each requirement listed.

#### **PRICE**

**15 POINTS**

- Completed Schedule of Prices sheet submitted for evaluation.
- Price will be considered separately only after evaluating Qualifications, Approach, and Requirements.
- Proposer's price will be considered relative to the lowest bid received.

## Demonstration Presentations

Upon evaluation of the technical criteria indicated above, rating and ranking, the SAC may choose to conduct an oral presentation with the Proposer(s) which the SAC deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the SAC will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the presentation. **When submitting a response to this RFP, please hold time available in team members' calendars for presentations during the week listed in the RFP Schedule section above.** AlexRenew expects proposers to be available during that week for presentations and may disqualify teams that are not available during the specified times.

## Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of AlexRenew's needs described in this RFP, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. AlexRenew reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the AlexRenew.

## Negotiations

The SAC will evaluate, score and rank proposals, and submit the results of the evaluation to the AlexRenew CFO and CEO with its recommendation. The AlexRenew Director or designee will determine with which Proposer(s) AlexRenew shall negotiate, if any. The AlexRenew Director or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event AlexRenew engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if AlexRenew and said Proposer(s) cannot reach agreement on a contract, the AlexRenew reserves the right to terminate negotiations and may, at the AlexRenew Director's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to AlexRenew has been executed or all proposals are rejected. No Proposer shall have any rights against AlexRenew arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to AlexRenew:

- Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

- Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three (3) years.

## **Appendix A: Sample Contract Agreement**

**STANDARD AGREEMENT FOR IT SERVICES AND PRODUCTS**

**AGREEMENT NO. 22-015**

**BY AND BETWEEN**

**ALEXANDRIA SANITATION AUTHORITY DBA ALEXANDRIA RENEW ENTERPRISES  
("ALEXRENEW")**

**1800 LIMERICK STREET  
ALEXANDRIA, VA 22314**

**AND**

\_\_\_\_\_

**[EFFECTIVE DATE \_\_\_\_\_]**

THE PARTIES TO THIS STANDARD AGREEMENT FOR IT SERVICES AND PRODUCTS ("Agreement"), Alexandria Renew Enterprises (hereinafter referred to as "AlexRenew") AND \_\_\_\_\_ a State of \_\_\_\_\_ with principal place of business located at \_\_\_\_\_, authorized to do business in in the Commonwealth of Virginia (hereinafter referred to as the "Contractor"), for the consideration specified hereinafter, agree as follows:

**WITNESSETH:**

**WHEREAS**, the Contractor is an independent Contractor and the original manufacturer of certain equipment in use by AlexRenew that offers corrective and preventive maintenance services as further detailed in Exhibit A (the "Services");

**WHEREAS**, AlexRenew through a lawfully conducted procurement wishes to engage the Contractor to provide the aforementioned Services along with spare parts, replacement equipment, and consumables pursuant to terms hereinafter and thereafter described,

**WHEREAS**, the Contractor represents that it is duly licensed in Virginia, where necessary, and is qualified and authorized to furnish the Services; and

**NOW, THEREFORE**, in consideration of the foregoing promises, it is hereby mutually agreed by and between the parties hereto as follows:

**ARTICLE 1. SERVICES; APPOINTMENT OF REPRESENTATIVES.**

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 – Scope of Work
- Exhibit B Contract Rates; and
- Exhibit C – Regulated Material.

This Agreement and its Exhibits 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, the terms of this Agreement shall prevail over A.

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**

**A. Fees, Ordering, and Payment Procedures.**

**1. Ordering**

- a. Subject to the terms and conditions in this Agreement, the services performed hereunder will be as specified in one or more (i) Chain of Custody

Forms, a form agreed to and included as an Appendix No. 1 to the Exhibit A;  
(ii) Purchase Order(s) issued by AlexRenew

Minor changes in the scope of the Services (but not changes in the manner of performing the Services) being performed under this Agreement and the applicable Chain of Custody Form may be made only if agreed to in writing. In the event of any inconsistency between the provisions this Agreement and any such changes, the provision of this Agreement will control.

- 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.

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).

## **2. Fees**

The fees proposed in Contractor's proposal will govern the services, parts and consumable purchased under this Contract.

## **3. Adjustment in Fees and Charges**

The labor rates and material cost and or discounts shall be applicable during Initial Agreement Term.

Fees and charges may be adjusted for the Renewal Agreement Term; however, the Contractor agrees that it shall not increase the rates more than once during any twelve (12) month period in a Renewal Agreement Term. No such increase shall exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in \_\_\_\_\_ of each year of the Contract. Any adjustment in fee(s) and price(s) that result from this provision will become on the anniversary of the Effective Date of Agreement and will be binding for the next twelve (12) months on the parties.

To request a price adjustment, the Contractor must submit a written request to the Purchasing Agent not less than ninety (90) days before the Renewal Agreement Term.

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

## **4. Reimbursable Travel-Related Expenses**

No reimbursable travel-related expenses shall be allowed for employees of firms located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget (OMB). The Contractor shall ensure

that all travel on behalf of AlexRenew is necessary and allowable under the Contract. A management official of the Contractor shall authorize all travel and travel vouchers reflecting travel expenditures. The following categories of expenses are reimbursable under this Contract:

Airfare is reimbursed at commercial coach class using the lowest logical airfare and advance purchase options. Airfare should be booked as soon as practical to obtain best pricing options.

Hotel lodging will be reimbursed at actual cost not to exceed the current GSA per diem rate for lodging for City of Alexandria, VA.

Mileage for use of personal vehicles is permitted and will be reimbursed based on the current published IRS standard mileage rates for the use of a car.

Valid original receipts are required for all expenditures regardless of cost. If a receipt is not normally provided for the expense (metro, bus token, etc.), the certification signed by the traveler on the voucher will justify the expense.

Receipts submitted with the invoices should be originals indicating the name of the payee, date paid, amount, and the service rendered. This includes the original passenger receipt coupon of the airline ticket. If an electronic ticket is used, the boarding passes for each flight must be submitted with the travel voucher.

## **5. Non-Reimbursable Travel-Related Expenses**

Examples of expenses that will not be reimbursed include the following:

- alcoholic beverages and entertainment;
- unused tickets, airport ticket class changes, or seat location upgrades
- Hotel “no show” fees and additional in-room amenities such as movies, mini-bar, and room services
- laundry, dry cleaning and pressing;
- travel insurance;
- tolls and parking fines;
- charges incurred because of indirect travel for personal reasons;
- gratuities and tips paid to porters, bellboys, and hotel maids inside the lodging facility;
- nonproductive time related to official travel to and from one’s temporary duty station; and
- Any charges, fees, or other associated costs related to the making of reservations or other accommodations for travel.

## **6. Invoice Procedures**

Invoices issued by the Contractor shall identify at a minimum:

- i. Dates/periods that invoice covers, including any service or deliverable, as applicable.
- ii. Line item description of the deliverable(s), product(s), services, as applicable to this Agreement, including components thereof or service type.
- iii. Quantity, unit and extended pricing for each line item
- iv. This Agreement number and the applicable Purchase Order number.
- v. Include acknowledged delivery receipt.

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

## **7. 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.

**8. Miscellaneous Payment Requirements**

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.

**9. 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 Officer.

**B. Scope of Services.**

The Contractor shall be responsible for \_\_\_\_\_ services to allow for acceptance by AlexRenew.

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

The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, the Contractor has no responsibility for the supervision or actions of AlexRenew's employees or its contractors or for chemicals or equipment not provided by the Contractor, and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such aspects or actions or any other aspects or actions not under Supplier's control.

**1. On-Time Delivery**

**TIME IS OF THE ESSENCE** as to the delivery of the Services under this Agreement. If the Contractor cannot meet the requirements of the then-current expectations or of the date performance of services specified in a work order, the Contractor will promptly notify AlexRenew and propose a revised date for the performance of services, and

AlexRenew may, at its option: (i) accept the revised date for the performance of services; or (ii) negotiate a different revised date for the performance of services.

If the remedies described in either subparagraph (i) or (ii) are acceptable, then the agreed-upon method will be documented in writing (email will be sufficient).

In case, that an agreement can't be reached as prescribed herein, then after reasonable efforts to resolving the delay in delivery of service between parties, the parties agree. AlexRenew, may at its own discretion, may give the 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 to such notice of the breach. Notwithstanding the foregoing, AlexRenew reserves any and all other remedies available at law or in equity.

**2. Performance Guarantees.**

All product warranties and guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

**3. Acceptance and Set-off.**

Except to the extent agreed upon in writing by the Contractor's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of the Customer's rights under the Supplier's warranties.

**4. Testing**

Products, services, and deliverables shall be deemed accepted the earlier than when AlexRenew notifies the Contractor in writing that such products, services, and deliverables have been accepted; or thirty (30) days after the Contractor has notified AlexRenew that such product, services, and deliverables 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 product and/or deliverable 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 product and/or deliverable which meets the requirements, AlexRenew may, in its sole discretion: (i) reject the product and/or deliverable in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial acceptance" of the product or deliverable with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable product while reserving its right to revoke acceptance if timely

correction is not forthcoming. Failure of a product or deliverable 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 order, in whole or in part, for the product, deliverables and any 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, solution, software, hardware and deliverables, 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. General Warranty**

The Contractor warrants to AlexRenew that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. The Contractor warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.. The Contractor warrants and represents to AlexRenew that the Contractor will fulfil its contractual obligations and meet all listed requirements as described in Exhibit A.

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.

## **8. Documentation and Deliverables**

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

The Contractor warrants the following as applicable to the Agreement:

- a. The Documentation which the Contractor is required to provide under the Agreement shall be sufficient in detail and content to allow a user to understand and fully utilize, as applicable, the services, products, and deliverables without reference to any other materials or information.
- b. No engineering change or revision made to services, products, or deliverables provided by the Contractor hereunder shall degrade the performance of any services, products, or deliverables to a level below that defined in the requirements or the product manufacturer's published specifications, as applicable, or cause any other warranty to be breached, or require AlexRenew to acquire additional hardware equipment or software.

**9. 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 the performance of the Agreement; and that entering into the Agreement is not prohibited by any contract, or order by any court of competent jurisdiction.

**10. 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.

**C. Contractor's Obligations and Warranties**

**1. Contractor's Obligations**

The Contractor warrants that delivered and installed Goods correspond with the requirements of Agreement Documents and any applicable specifications; are new (unless otherwise indicated in the Agreement Documents), of good and merchantable quality, and fit for any purpose held out by the Contractor, or made known to the Contractor by AlexRenew expressly or by implication, and in this respect, AlexRenew relies on the Contractor's skill and judgment.

The Contractor warrants that it sells the Goods to AlexRenew free from all liens and encumbrances and with a full title guarantee.

The Contractor shall be responsible for ensuring all inspections and testing of the Goods is properly and adequately performed. The Goods shall be subject to final inspection and acceptance or rejection by AlexRenew upon arrival at their destination as specified in the Agreement Documents. If following an inspection or testing AlexRenew considers that the services do not conform or are unlikely to comply with the Contractor's obligations under this Agreement, AlexRenew shall inform the Contractor and the Contractor shall immediately take the necessary remedial action to ensure compliance. All such remedial actions shall be provided within ten (10) calendar days following notification by AlexRenew.

The Contractor shall ensure that the Goods are properly packed and secured in such a manner as to enable them to reach their destination in good condition and the Contractor shall deliver the Goods to AlexRenew during AlexRenew's specified hours or those otherwise agreed with AlexRenew.

The Contractor warrants that it will comply with all applicable laws and regulations in supplying the Goods, including without limitation all import, export, environmental and data privacy laws and regulations; and (iii) any Goods or data sent to AlexRenew shall (a) contain no hidden files; (b) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (c) contain no key, node lock, time-out, scrambling device, or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data; and (d) not contain harmful code.

Any third party products sold by the Contractor may carry their own warranties and the Contractor shall pass through to AlexRenew any and all such warranties to the fullest extent. Exercise of such warranty shall be directly between the Contractor and the third party provider.

In the event any maintenance services are provided as part of a combined offering with the purchase of the Good, the Contractor warrants that it will perform each maintenance service using reasonable care and skill and according to its current description (including any completion criteria) contained in this Agreement. The Contractor further warrants that the maintenance services shall not give rise to any infringement or misappropriation of any intellectual property right of any third party.

This warranty clause is in addition to and not to the exclusion of any warranty or service guarantee stated in the Order, offered by the Contractor or implied or required by applicable law.

## **2. Change**

AlexRenew reserves the right at any time to make changes to the orders or any part thereof upon written notice to the Contractor. No change to or modification of the items, specifications, terms, conditions and prices appearing on the orders shall be binding upon AlexRenew unless expressly agreed to in writing by the Contractor and AlexRenew.

## **ARTICLE 3. TERM AND TERMINATION**

### **A. 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 three (3) 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 seven (7) 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 the expiration of any current term. In addition, the 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 the Contractor's obligations pursuant to such Task Order have met AlexRenew's acceptance criteria.

### **1. 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 the 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.

**B. 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.

**C. Contract Closeout**

Prior to or upon expiration or termination of this Agreement, the Contractor shall provide such closeout 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.

**D. 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 the 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.

#### 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.

#### **4. 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 4. INDEMNIFICATION, INTELLECTUAL PROPERTY, SECURITY AND LIABILITY**

#### **A. 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-fringing 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.

**B. Contractor's Intellectual Property; Information Technology; Privacy.**

The Contractor retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and AlexRenew receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, AlexRenew will not provide to or share with the Contractor any personal data or personally identifiable information.

**C. Security Compliance**

The Contractor shall comply with all applicable federal, state and local laws and regulations related to cybersecurity. The Contractor also agrees to comply with all provisions of the then-current AlexRenew's cybersecurity and information technology policies and procedures, as are pertinent to the Contractor's operation. The Contractor may, at any time, be required to execute and complete, for each individual Contractor's

employee or agents, additional forms which may include non-disclosure agreements to be signed by the Contractor's employees or agents acknowledging that all AlexRenew confidential information with which such employees and agents come into contact while at AlexRenew site.

Any unauthorized release of proprietary or personal information by the Contractor or an employee or agent of the Contractor shall constitute a breach of its obligations under this Section and the Agreement.

The Contractor shall immediately notify AlexRenew, if applicable, of any "breach of security of the system" as that term is defined in Virginia Code 18.2-186.6, and other personal identifying information, such as personnel data or date of birth, provided by AlexRenew to the Contractor.

The Contractor shall provide AlexRenew the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law. The Contractor shall indemnify, defend, and hold AlexRenew's Indemnified Parties harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from AlexRenew's Indemnified Parties, on account of the failure of the Contractor to perform its obligations pursuant this Section 4.D.

#### **D. Cyber Security Compliance**

The Contractor and each of its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with the operation of the Contractor's and its subsidiaries' businesses. Without limiting the foregoing, the Contractor and its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Contractor's and its subsidiaries' businesses ("Breach"). There has been no such Breach, and the Contractor and its subsidiaries have not been notified of and have no knowledge of any event or condition that would reasonably be expected to result in, any such Breach. The Contractor must, where appropriate, review and update systems, policies and procedures regularly to ensure continued compliance with the NCSC Cloud Security Principles.

### **ARTICLE 5. GOVERNING LAW, CONTRACTUAL DISPUTES, AND COMPLIANCE**

#### **A. 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.

## **B. 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.

## **C. 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).

## **D. 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.

**E. 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.

**F. 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.

**G. 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.

**H. 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.

**I. 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**

### **A. 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.

### **B. 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.

**C. Nondiscrimination Against Faith-Based Organizations**

AlexRenew does not discriminate against faith-based organizations and the Contractor agrees not to discriminate against faith-based organizations.

**D. 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.

**E. 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.

**F. 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.

**G. 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.

#### **H. 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.

#### **I. 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.

### **ARTICLE 7. CONFIDENTIALITY REQUIREMENTS**

#### **A. 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:

- i. 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;
- ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing party and without breach of this Agreement;
- iii. developed independently by the receiving party without reference to the Confidential Information of the other party; or
- iv. 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.
- 

### **B. 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 products 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 prior written consent of AlexRenew.

## **ARTICLE 8. CONTRACTOR PERSONNEL**

### **A. 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.

**B. 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.

**C. 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.

**D. 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

**E. 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.
4. **Technology Errors and Omissions** – The Contractor shall maintain during the term of the Contract Technology Errors and Omission Insurance for the claims for damages arising from computer and or customer solution related services including but not limited to the following: consulting, data processing, programming, system integration, etc. . If the policy is written on a claims made basis, Contractor must provide to AlexRenew proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

- 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 insurance policies for inspection at the Contractors office.
- 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**

### **A. 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.

### **B. Captions**

The captions are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Articles.

### **C. 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.

### **D. 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.

**E. 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.

**F. 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.

**G. No Waiver of Sovereign Immunity**

Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by AlexRenew pursuant to this Agreement shall constitute or to be construed as a waiver of either sovereign or governmental immunity of AlexRenew. The parties intend for this provision to be read as broadly as possible.

**H. Arbitration**

No claim arising under or related to the Agreement may be subject to arbitration.

**I. 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.

**J. 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.

**K. Notices**

All notices required under this Agreement shall be delivered, in writing, by email, personal delivery, or mail and shall be addressed to the following persons:

**TO THE CONTRACTOR:**

**TO ALEXRENEW:**

TBD

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 email address 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 email address shall be effective.

**L. 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 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.

**-INTENTIONALLY LEFT BLANK-**

**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:

By: \_\_\_\_\_

\_\_\_\_\_  
Karen L. Pallansch, Chief Executive  
Officer

\_\_\_\_\_  
[Name, Title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix B: Current Agreement with GCWW**