



## **REQUEST FOR PROPOSALS NO. 22-001**

ALEXANDRIA RENEW ENTERPRISE ("ALEXRENEW") WILL BE ACCEPTING PROPOSALS IN HAND, IN THE OFFICE OF BID CLERK LOCATED AT 1800 LIMERICK STREET, ALEXANDRIA, VIRGINIA 22314, UNTIL **4:00 P.M. ON THE 25<sup>th</sup> DAY OF May 2022 FOR:**

### **PROVISION OF SOFTWARE, HOSTING, AND IMPLEMENTATION SERVICES FOR COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) FOR UP TO A TEN (10) YEAR PERIOD.**

An optional pre-proposal conference will be held at 10:00 AM EDT on April 12, 2022, at the Conference Room EC 600, located at 1800 Limerick Street, Alexandria, VA 22314. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Offerors who wish to join the conference virtually must send an email to [purchasing@alexrenew.com](mailto:purchasing@alexrenew.com) and provide your firm's name and the name(s) of individuals participating in the conference call.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. All questions pertaining to this RFP should be submitted in writing.

### ***PROPOSALS WILL NOT BE PUBLICLY OPENED.***

#### **IMPORTANT NOTES:**

- AlexRenew reserves the right to reject any and all proposals, cancel this solicitation, and waive any informalities or irregularities in the 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 activity.
- Late unsealed, and electronic proposals will not be accepted.

Maryam N. Zahory, CPPB, CPPO  
Purchasing Agent

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## PART ONE – SCOPE OF WORK

### A. OBJECTIVE OF THIS RFP:

Alexandria Renew Enterprises (hereinafter referred to as “AlexRenew’s”) objective is to implement asset management leading practices for infrastructure investment and maintenance management decision making. The ultimate goal of asset management is to optimize investments in the lifecycle of AlexRenew’s diverse infrastructure by delivering appropriate levels of service to customers and stakeholders while balancing the tradeoffs between equipment maintenance and replacement and risks associated with asset failure.

The purpose of this Request for Proposal (RFP) is to solicit proposals from firms that can demonstrate that they possess the organizational, functional, and technical capabilities to provide a Computerized Maintenance Management System (CMMS) software solution and the associated best practice asset management framework that best meets AlexRenew’s needs. The ideal respondent must have experience in successfully implementing the proposed solution at public agencies of similar size and with similar requirements to those of AlexRenew. The proposed solution will provide AlexRenew with the capability to proficiently track, manage, and report assets and the status of equipment maintenance work orders while providing real-time views of ongoing work and related information.

General information is provided to prospective Offerors concerning review and selection of proposed applications. The RFP document is not intended to completely define the intended features of the system nor the process necessary to install and implement the steps necessary for a fully functional system. Offerors may propose a methodology for implementation and training of the users including the ongoing maintenance and troubleshooting. The selected application will have less than .5% downtime in a given calendar year.

The final “Scope of Work” will be collaboratively developed and agreed upon by AlexRenew and the selected firm during contract negotiations.

**All proposals must meet and or exceed the requirements specified herein.**

### B. BACKGROUND:

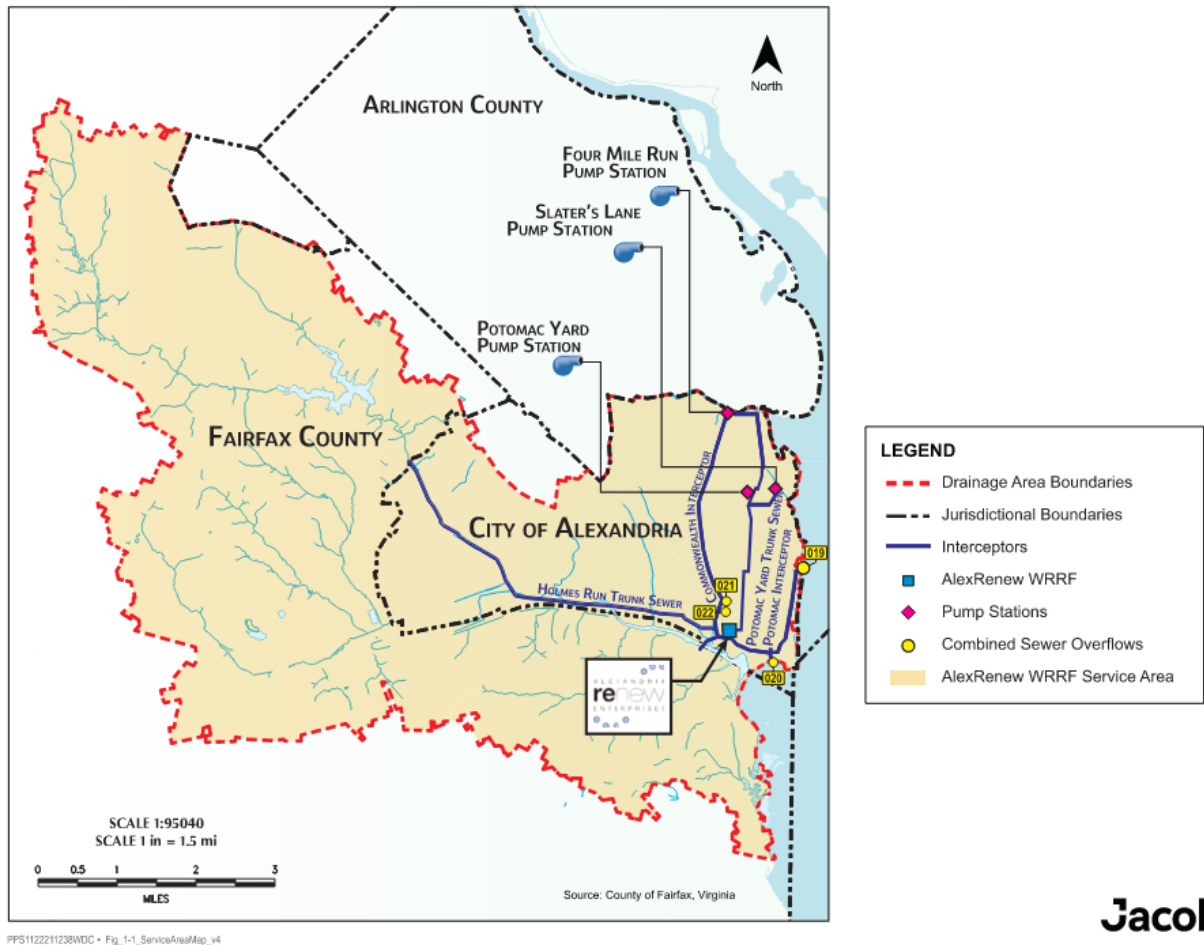
Established in 1952 by the Alexandria City Council, the City of Alexandria, Virginia Sanitation Authority (Authority) doing business as (DBA) Alexandria Renew Enterprises (AlexRenew) is a public regional wastewater treatment provider whose chartered mission is to clean wastewater and protect public health and the environment. AlexRenew cleans approximately 38 million gallons of wastewater per day and employs approximately 100 environmental stewards that serve more than 300,000 customers in the City of Alexandria (City) and parts of Fairfax County.

AlexRenew owns approximately \$1 billion in total assets, including three (3) pump stations, two (2) service chambers, four (4) intercepting sewers, four (4) combined sewer outfalls, and a Water Resource Recovery Facility (WRRF) located adjacent to the City’s historic district, Old Town (see Figure 1). AlexRenew is undergoing a major construction program called RiverRenew that is under a legislative deadline to be complete in 2025 and will add an additional \$615 million in assets to the AlexRenew system including a 2-mile long combined sewer overflow (CSO) tunnel system, additional diversion facilities at several nearby but offsite locations, and a superstructure pumping station at the WRRF. Because AlexRenew does not own the sanitary sewer collection system in the City, its maintenance management needs are driven more by the major vertical assets at the WRRF rather than horizontal, underground, or off-site assets. Some of the major assets and asset categories at the WRRF that drive AlexRenew’s maintenance activities are:

- Process-mechanical equipment associated with primary, secondary and tertiary treatment unit processes and facilities
- Pumping stations and pumps for various liquids flow streams
- Process-mechanical equipment associated with solids processing and management unit processes and facilities
- Sludge pumping for various sludge streams
- Motors
- Process air compressor system
- Equalization tanks for both liquids and solids flow streams
- Reclaimed water system
- Chemical feed facilities and equipment
- Plant compressed air system
- Odor control system
- Potable water (W1 and W2) system
- Plant water (W3) system
- Digester gas utilization
- Steam boilers
- Natural gas system
- Fire suppression systems
- Electrical systems
- Process buildings
- Office buildings
- Building systems

Currently, there are approximately one hundred (100) unit process that are tracked from a maintenance management perspective by AlexRenew. The quality of data in the current AlexRenew CMMS is, in many cases questionable and/or incomplete, making it unclear if data migration is a useful effort.

AlexRenew is governed by an Alexandria City –Council-appointed five-member citizen Board of Directors and is a political subdivision of the Commonwealth of Virginia created under the Virginia Water and Waste Authorities Act. AlexRenew is an independent, special-purpose government unit with administrative and fiscal independence from the City of Alexandria.



Jacobs

Figure 1. AlexRenew Service Area

### C. OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All Offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be the cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

1. As of the date of issuance of this RFP, offerors shall be regularly and continuously engaged in the business of providing CMMS solutions for at least five (5) years. Offerors shall be able to reference three (3) successful implementations of the product being proposed for similar sized clients.
2. At the minimum, the proposed system shall have the functionality identified in Attachments A and B.
3. Ability to provide a turnkey solution either through their own resources or in conjunction with a value-added reseller (VAR) that is pre-qualified by the application developer. The successful offeror must present a team that can provide the turnkey solution including an asset management framework developed to support the

successful use of the new CMMS. This framework would include but is not limited to asset definition, nameplate data requirements, hierarchy, and business processes associated with the effective use of the CMMS as a maintenance tool that fits within asset management best practices framework.

#### **D. FUNCTIONAL REQUIREMENTS**

AlexRenew seeks to implement a CMMS that meets its O&M and fiscal needs. The desired functional requirements that the proposed system shall meet are contained in Attachments A and B.

#### **E. SOFTWARE REQUIREMENTS**

The Contractor shall provide a cloud-based CMMS solution that meets the requirements listed in Attachment C in conjunction with the functional requirements specified in Section D above.

**Minimum Deliverables:** cloud-based or SaaS CMMS solution

#### **F. SCOPE OF WORK**

All deliverables shall be submitted in draft form for review by AlexRenew within a mutually agreed timeframe. All Final deliverables shall address AlexRenew's review comments and questions to AlexRenew's satisfaction before proceeding with the next steps.

##### **1. PHASE I – PLANNING**

- a. **Task One – Project Work Plan and Schedule:** The Contractor shall assign a dedicated Project Manager to the project. The Contractor shall be required to deliver a schedule in Microsoft Project, or similar software, depicting the activities and tasks described in the RFP, milestones, and interdependencies associated with the activities and phases. Scheduled time for AlexRenew review of deliverables and / or information gathering is requested. The Contractor will also be required to develop and maintain a Work Plan of activities for initial set-up and ongoing delivery of software and services as described in the Scope of Work.

**Minimum Deliverables:** Draft and Final Project Schedule (Microsoft Project), Draft and Final Project Work Plan.

- b. **Task Two – Implementation Plan:** The implementation planning shall focus on gathering the information required to configure the solution to meet AlexRenew's needs. Through a series of meetings facilitated by the Contractor, it is envisioned that the Contractor will gather information related to user profiles, work activities, inspections, asset inventory, warehouse inventory, reports, and other items needed for proper configuration of the system. It is expected that the implementation plan will include a best practice asset management framework developed to support the successful use of the CMMS by AlexRenew. The Contractor shall develop an Implementation Plan that shows a comprehensive understanding of needs and a roadmap for configuration.

**Minimum Deliverables:** Draft and Final Project Implementation Plan.

- c. **Task Three – Asset Inventory, Hierarchy, and Business Process Workflows:** This task shall include a review of the asset inventory and hierarchy identifying gaps that need to be filled and opportunities for streamlining and adopting industry best practices to meet AlexRenew’s maintenance and asset management goals. AlexRenew is seeking assistance from Offeror in collecting asset information and developing of the asset inventory and hierarchy based on best practices that will be loaded into the system during implementation. AlexRenew is also seeking the development of business process workflows (complete with standard terminology) that align with maintenance planning and execution best practices.

**Minimum Deliverables:** Draft and Final Technical memorandum identifying the asset hierarchy and inventory identifying and gaps and opportunities in the asset inventory.

## 2. PHASE II IMPLEMENTATION

- a. **Task One – System Configuration:** The Offeror shall be responsible for system setup and configuration that supports AlexRenew’s user needs and functional requirements. Offeror shall assist AlexRenew in collection and development of information/data necessary for configuration based on best practices. This includes an assessment of existing asset information to support the above-mentioned asset management framework development.

**Minimum Deliverables:** Asset management framework and Initial configuration of CMMS.

- b. **Task Two - Data Loading:** The Offeror shall be responsible for loading data into the new system. The Contractor shall be responsible for reviewing the data, identifying gaps and obsolete data (such as that associated with ‘retired’ or decommissioned assets), and checking the accuracy of the data to be loaded. The offeror is expected to provide this service following the framework and business processes developed above, with minimal involvement by AlexRenew staff.

**Minimum Deliverables:** All relevant data loaded.

- c. **Task Three – Potential Integrations:** AlexRenew has the following business systems, which may be points of integration. AlexRenew will evaluate and decide on integrations after selection.
- a. **SCADA**
  - b. **Financials**
  - c. **Construction**
  - d. **Laboratory**
  - e. **Timekeeping**
  - f. **LIMS**
  - g. **Procurement**

**Minimum Deliverables:** CMMS integrated with selected systems if directed by AlexRenew.

- d. **Task Four – System Testing:** Once the system has been configured, the Offeror will provide a system acceptance testing plan based on the system requirements, the developed asset management framework, and business processes. This plan must be approved in writing by the AlexRenew Project Manager. Acceptance of the system will be based on successful completion and written signoff by AlexRenew. During system acceptance testing, the Offeror shall provide resources to resolve configuration issues or system bugs.

**Minimum Deliverables:** Draft and Final Test plan, User acceptance testing sessions, and Finalized Cloud-Based CMMS solution.

- e. **Task Five – Pre-Go-Live User Training:** The Offeror shall prepare training plans for administrators, maintenance supervisors and managers, maintenance and operations staff, and adjunct users. The vendor will conduct in-person training on-site for AlexRenew staff.

Training shall include system overviews, business processes, and asset management framework, as well as detailed in-person hands-on training tailored to AlexRenew using AlexRenew's data and configured software platform. This shall be hands-on training led by a qualified software trainer(s) Training will be recorded and provided to AlexRenew upon completion.

- f. **Minimum Deliverables:** Draft and Final Training Plan, Solution product guides, User guides, Onsite training, with recorded sessions.

NOTE: For purposes of costing, please provide a fully loaded blended hourly rate in Attachment C for added services that may be necessary for these tasks beyond your base cost proposal.

### 3. PHASE III GO-LIVE

The Offeror shall provide on-site support services to AlexRenew during and after deployment of the CMMS. The Offeror must provide ongoing maintenance support in the form of Help Desk support, system patches, and regular system upgrades based on a defined ongoing maintenance fee.

**Minimum Deliverables:** Fully functioning system and trained users, with recorded sessions.

### 4. PHASE IV SUPPORT AND MAINTENANCE

The Contractor will provide ongoing support after the go-live date to make requested minor changes to configurations, provide support and ensure a smooth transition. The Offeror shall supply information about the expected response time to technical inquiries and shall describe the process by which software patches and upgrades are distributed and applied to the software. The offeror must specify the nature of any post-implementation support provided, including but not limited to:

- Telephone support, including toll-free support hotline; hours of operations; availability of 24x7 hotline, etc.



- Special plans defining levels of customer support.
- Delivery method of future upgrades and product enhancements, including historical frequency of patches/updates and version upgrades by module and anticipated release date of all planned future versions.
- Availability of user groups (national and regional).
- Problem reporting and resolution procedures.
- Service levels for content management and quality control.
- Other support available (on-site, remote access, Website access to patches, fixes and knowledge based, etc.)

## **G. CONTRACTOR'S RESPONSIBILITIES**

### **a. Standard Application Responsibilities**

The Contractor shall acquire and maintain, at no charge to AlexRenew, the hardware and software required to host the Application(s). The hardware and software on which the Application(s) is hosted will be maintained in good operating condition, consistent with or exceeding generally accepted industry practices and procedures. In addition:

- 1) The Contractor shall maintain sufficient hardware capacity to satisfy the technical requirements and existing and future assets in the system.
- 2) The Contractor shall be responsible for all telecommunication connections from the server hosting the Application to the Internet;
- 3) The Contractor may collect user-specific data only as necessary to provide the Licensed Services ordered by AlexRenew. No information regarding any AlexRenew or any Application User shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Contract.
- 4) The Application will be made available to Authorized User and/or designated Application Users twenty-four (24) hours a day, seven (7) days a week ("Uptime") less Excusable Downtime. For the purposes of this Contract, "Excusable Downtime" is defined as that period of time when the Licensed Services are not available to Authorized User or its Application Users due to scheduled network, hardware or service maintenance and/or upgrades. Except in cases of emergency, Authorized User shall be provided a two (2) business day advance notification of such maintenance and/or upgrade. In cases of emergency, the Contractor will use its best efforts to notify AlexRenew of a planned Downtime as soon as practicable. Maintenance or upgrades are not to exceed thirty-six (36) hours in duration in a single month and cannot occur Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m. Eastern Time.
- 5) Excusable Downtime shall not include
  - a) an electronic hardware failure,
  - b) a failure in the Contractor's Application,
  - c) an electric utility failure at the Contractor's facility where the Application is hosted, or

- d) a network failure up to, but not including, the interconnection point of the Contractor's network to the public switched telephone network.
- 6) The Contractor guarantees the Application will be available for use at least ninety-nine percent (99.5%) of the total time during each month, excluding Excusable Downtime.
- 7) Failure to meet the performance guarantee shall result in a written corrective action plan provided to AlexRenew within five (5) business days of the reported non-performance. The plan shall identify the root cause of the non-performance and define actions to correct any deficiency. Should the Contractor fail to meet the performance guarantee in three or more instances in a single month, AlexRenew shall receive a two percent (2%) refund of total fees paid for all services, excluding expenses, for the invoice of the affected month. If non-Excusable Downtime exceeds the parameters listed above, the Contractor shall credit the total recurring fees that would otherwise be owed by AlexRenew under this Contract during the month of such failure. Such credit will be issued in the month immediately following the failure.
- 8) With the exclusion of standard operational updates and maintenance, the Contractor shall notify AlexRenew as promptly as is possible, but in no case less than ten (10) days of any major planned change(s) or Update(s) to the Application; its functionality; Content storage/ backup/disaster recovery, including physical location; security architecture, features or settings; terminations and/or replacement of any subcontractor. The planned changes or Updates include any change(s) that would potentially impact the secure and efficient use of the Application, as understood and agreed to between the Contractor and AlexRenew at Contract award. The purpose of this notice is to allow sufficient time for the Contractor and AlexRenew to discuss any technical/functional considerations and/or changes that would require action by the AlexRenew.
- 9) The Contractor shall be responsible for documenting and maintaining any customizations made for the operational use of the Application and/or for interoperability use with other systems or applications used by AlexRenew and paid for solely by AlexRenew. The associated technical data, code, documentation and other necessary information about such customizations shall be provided by the Contractor to AlexRenew within ten (10) business days of the customizations' operational use. The Contractor shall be required to routinely transfer knowledge regarding the Application and Licensed Services, including Updates and all material changes, to AlexRenew in a reasonable manner to ensure proper and efficient use of Application and Licensed Services without degrading performance thereof.
- 10) Any additional, project specific Contractor's Standard Application responsibilities.
- In addition, and at no additional cost to Authorized Users, the Contractor shall provide access to additional Updates, features, and functionalities of the Application as are provided by the Contractor to other customers of Contractor who require functionality similar to that of the Application provided to AlexRenew. All such additional features and functionality, where reasonably necessary, shall be accompanied by updated documentation, whether in hard copy format or distributed electronically via email or the Contractor's website. Notwithstanding the provisions of this Section and except as agreed to in writing by AlexRenew and the Contractor, nothing in the Contract shall oblige the

Contractor to undertake any modifications to the Application, and all such modifications are at Contractor's sole discretion whether suggested by AlexRenew or another party.

11) Ancillary Responsibilities

The Contractor shall, throughout the term of this Contract, make available such resources, including Supplier personnel, as are reasonably required to:

- a) train designated Authorized User personnel in the use of the Application and the business processes associated with its use;
- b) fully document the asset management framework, business processes supported by the CMMS, asset definitions, hierarchy, terminology, and all other programmatic documentation created as required by this scope of work.
- c) develop modifications to the Application as agreed by AlexRenew and the Contractor in any exhibit hereto or as agreed to by the Contractor and AlexRenew in any order or SOW issued hereunder; and
- d) otherwise support the Application as provided under this Contract and any exhibits hereto or hereunder.

12) Subcontractors

It is understood that the Contractor may utilize subcontractors to provide integral components of the asset management framework development, Licensed Services and Application; however, except for those so named at time of Contract award, the Contractor shall not use new or replacement subcontractors to perform or provide integral components of the Licensed Services or Application during performance of this Contract without advance written notification to and approval by AlexRenew. The Contractor shall be responsible for the performance of its subcontractors used in providing any portion of the Licensed Services or Application. Additionally, is the Contractor shall be responsible for its subcontractors' compliance with the terms and conditions of this Contract.

## PART TWO – PROPOSAL AND SUBMISSION REQUIREMENTS

### A. Instruction for Proposal Submission:

1. Offerors shall submit one (1) original hardcopy of the proposal and one (1) exact electronic copy of the original Proposal on a Compact Disc (CD) or Universal Serial Bus (USB) flash drive. Electronic files must be in MS Word, Adobe Acrobat, or Excel format. Offerors shall include a notarized statement that the electronic version is a true copy of the printed version.
2. Offerors are reminded that changes to the Request for Proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda shall be signed and accompany the proposal. The addenda will be posted on AlexRenew website and on eVA. It is the responsibility of the offerors to monitor the webpage for addenda. Timely submission of the proposal is solely the responsibility of the Offeror. Proposals received after the specified date and time will be rejected. Electronically submitted proposals or those submitted unsealed will not be accepted.
3. Offerors' proposal shall address the below areas, not exceeding the stated page limitations. The proposal shall be limited to the page size of 8 ½"x11", single space and type size shall not be less than 11 point font for each response item. Note for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit. The exterior of the envelope or package shall indicate the name of the Offeror, the scheduled RFP opening date and time, and the number of the Request for Proposals. **(RFP 22-001– PROVISION AND MAINTENANCE OF COMPUTERIZED MAINTENANCE MANAGEMENT SOFTWARE). The cost proposal (Attachment C) shall be provided in a separate sealed envelope named RFP 22-001—Attachment C that's a subset of the overall envelope or package labeled as noted above.**
4. Proposals submitted in response to this solicitation shall be valid for one hundred and eighty (180) days. At the end of the 180 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
5. It is the Offeror's responsibility to clearly identify and describe the services being offered in response to this solicitation. Offerors are cautioned that the organization of their response, as well as thoroughness, is critical to AlexRenew's evaluation process. The Proposal Form must be completed legibly and in its entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive, and easy to follow manner.
6. Unnecessary elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required.

### B. Instruction for Proposal Preparation:

Offerors shall prepare their response by addressing each of the items listed below in a separate section of the proposal labeled as noted below and in the same order. Failure to include any of the requested information may because the proposal to be considered non-responsive and rejected.

#### 1. Cover Letter and Summary (2-page limit)

Provide a cover letter signed by a representative of the organization authorized to commit to the provisions of the Proposal, indicating his or her title, stating that he or she has authority to submit the proposal on behalf of the Offeror.

#### 2. Minimum Qualification Requirements (3-page limit)

- a) Offerors must state their ability to deliver a turnkey solution in a clear and concise statement.

A minimum of three (3) projects detailing completed, similar, or relevant project experience that the respondent has completed in the last five (5) years, preferably for similarly sized municipalities. Respondents are encouraged to include projects that involved members of the proposed project team and were performed for similar municipal or other governmental clients. Relevant experience must include software implementation, system integrations, data migration, and training services.

Provide a minimum of three (3) client references of similar scope completed within the past three (3) years. Reference name, title, phone number, and email must be included as well as a description of services provided.

### **3. Software Technical Solution (use Attachments A and B)**

Using the forms provided, describe the software product(s) you propose to utilize. Include a description of key features and functionality.

In addition to filling out provided forms, in this section of the proposal, the Offeror may choose to describe what aspects of their product set their firm apart from the competition. Offerors shall provide samples of user interfaces, which include screenshot samples with narrative descriptions. If you have trial or sample versions of the application(s) that you would like to share with AlexRenew, please indicate herein how that offer can be initiated, and what is required to implement the trial. Offerors shall respond to all items in Attachments A and B for their proposal to merit full review.

### **4. System Requirements (2-page limit)**

List all recommended system requirements. This includes server databases, workstations, and network requirements. Describe the technologies on which the program is based, including programming languages and internet technologies. This should be limited to two pages in the response to this RFP. If additional information is to be provided it can be added as an appendix to the Offeror's response.

### **5. Services Solution (15-page limit)**

Describe the Offeror's approach to the scope of work as defined in Part One F, SCOPE OF WORK. The approach should be structured along with the following topics:

- Project Management and Project Plan Development
- Installation and Configuration
- Data Loading
- Training
- Testing
- Startup Assistance

The offeror's approach must identify all major tasks, project deliverables, start and end dates (in days from project start), planning meetings and reviews of work products, and any other information that will assist in planning and tracking this project successfully.

Include a proposed detailed schedule with tasks and milestones, addressing all of the service elements listed in Part one F. Describe any and all scope of work assumptions made in developing your cost proposal, such as maximum quantities (e.g., number of trainees), the maximum level of effort (e.g., limited man-hours for a task), or maximum time frame (e.g., up to a week of effort on a task).

### **6. Support Services (3-page limit)**

Describe the technical support services offered by your firm. These services may include on-site support, remote support, troubleshooting, user assistance (including retrieval of

user name and password), necessary training, and periodic refreshers.

## **7. Proposed Schedule (2-page limit)**

Provide a high-level proposed project schedule that indicates the timing and duration of tasks and the deliverables that must be completed by your firm and/or by AlexRenew. All timeframes should be listed as weeks and/or months from the issuance of Notice To Proceed. Sufficient detail should be provided for AlexRenew to: ascertain the correlation between the proposed duration of the work and the required scope of work, and to determine the level of effort and response time expected from AlexRenew for each AlexRenew task.

## **8. Offeror Business Information (3-page limit)**

The Offeror shall furnish information about the CMMS Vendor, including:

- a. Employee count each year for the past 5 years
- b. Breakdown of employees by: product development, sales, and support
- c. Primary locations (both sales and support, if different)
- d. Annual & net revenue for each of the past 5 years derived from sales and support of the product.
- e. Revenue derived from the sale of other products not directly related to the product in question is not to be included.
- f. Number of new customers\* each year for the past 5 years
- g. Current number of total active customers\*
- h. Current number of active water utility and/or wastewater utility customers\*
- i. Acquisition or merger activity during the past 5 years

\*Customers are defined as independent businesses currently using the specified product (not including customers using another product offered by the vendor)

If a team of firms or vendors has been proposed, include information on each firm or vendor, and furnish a project team organization chart clearly indicating who is the lead vendor who will hold the contract and will be accountable for project execution and performance. Please indicate explicitly the relationship between all proposed firms or vendors, i.e. whether they will serve as the Offeror's subconsultants, or partners via either formal or informal teaming agreement, or as a member of a Joint Venture.

If the Offeror is a private company, please indicate if above information will be provided under a non-disclosure agreement. State your firm's compliance with the terms and conditions as listed in Part Seven, PROPOSAL FORM AND ATTACHMENTS.

## **9. Project Team Organization/Resumes (4 pages total)**

Provide an organizational chart indicating roles and reporting relationships for key personnel on the team. The Offeror shall clearly indicate the Project Manager who will have day-to-day responsibilities for the duration of the contract. Describe how the team will interact and communicate with AlexRenew staff.

Separately provide resumes as an appendix to the offeror's response, with home office location, for all members of the team as described above. Indicate if any of the proposed team members were associated with the reference projects provided in Part Four, Section B.2, and specifically what their responsibility was on each of those projects. Each resume should be limited to no more than two (2) pages per person and be organized according to the following:

- Name and Title

- Professional Background
- Current and Past Relevant Experience
- Relevant Training

#### **10. Application/Software Security and Resiliency (4-page limit)**

Please provide responses to these questions:

- a. Are your application(s), especially those facing public networks, penetration-tested by an accredited external firm(s)? If yes, which one(s)?
- b. Are you prepared to share the results of penetration tests conducted on your application? If so, how?
- c. Is your application(s) capable of public key infrastructure (PKI)-based authentication?
- d. How often do you conduct internal security reviews, assessments, and/or penetration tests of your application(s)?
- e. Do any of your software components contain hardcoded passwords or other credentials?
- f. Do you conduct security patching for your application(s) on a regular basis? If so, describe the method and frequency.
- g. Does the data reside outside of the United States?
- h. Do you employ anyone outside of the United States?

#### **11. Legal Issues (1-page limit)**

Are there any lawsuits; Federal, State, or Local tax liens; or any potential claims or liabilities pending against you, your team members, or the officers of the team at this time? If yes, please explain. Please disclose any and all errors and omissions claims in the past 5 years. If No, please provide a statement to this effect in this section.

#### **12. Cost Proposal (Use Attachment C):**

**Offerors shall break down the project cost by each deliverable. Offerors shall use their best judgment, based on all the information contained in this RFP, and their proposed approach to determine all core software, optional software, and professional services that are needed to result in a highly successful project for AlexRenew. Please use Attachment C to complete the cost proposal and provide all supporting information and describe all assumptions made in calculating costs.**

**PART THREE– PROPOSAL FORM**

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## REQUEST FOR PROPOSALS NUMBER 22-001

### PROPOSAL FORM

THE FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS PROPOSAL FORM, AND ALL OTHER DOCUMENT(S) REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS PROPOSAL FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDA, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED:

<b>SUBMITTED BY:</b> (Legal Name Of Entity)	
<b>FORMER NAMES:</b> (Insert all other names that this entity has been known by in the past twenty (20) years)	
<b>AGE OF THE ENTITY:</b> How many Years this entity has been in business under the current name?	
<b>PRINCIPAL PLACE OF BUSINESS:</b>	
<b>TELEPHONE NO.</b>	<b>FAX NO.</b>
<b>CORPORATE WEBSITE</b>	
<b>DUNS NUMBER:</b>	
<b>FORM OF ORGANIZATION:</b> _____ CORPORATION; _____ GENERAL PARTNERSHIP; _____ UNINCORPORATED ASSOCIATION; _____ LIMITED LIABILITY COMPANY; _____ LIMITED PARTNERSHIP; _____ SOLE PROPRIETORSHIP	
WHERE THE ENTITY WAS FORMED: (INSERT NAME OF STATE) _____	
<b>IDENTIFICATION NO. ISSUED TO THE FIRM BY SCC:</b> If Offeror is exempt from the SCC authorization requirement, it shall include a statement on the entity's letterhead with its application certifying their exemption from this requirement. _____	
<b>DEBARMENT, DISQUALIFICATION AND OR SUSPENSION:</b> Is the entity or any of its principals are currently debarred, suspended or disqualified from submitting responses to the City, or any other state, local or federal entities? _____ <b>YES;</b> _____ <b>NO</b>	
<b>OFFEROR'S STATUS PLEASE INITIAL ONE:</b> _____ MINORITY OWNED; _____ WOMAN OWNED; _____ NEITHER	
<b>NOTE:</b> If the answers to any questions below are yes, use additional pages to provide detailed description of the situation and or provide full documentation	

<b>CLAIMS/FINAL RESOLUTION/JUDGMENTS</b> Have any of the following actions occurred on, or in conjunction with, any project(s) performed by the Offeror, any affiliate, or their officers, partners or directors in the last five (5) years? "Legal Actions" shall include civil or criminal litigation, administrative; Proceedings, indictments, arbitrations or the like		_____ YES; _____ NO
<b>TERMINATION/FAILURE TO COMPLETE</b> Has the Offeror ever been terminated for work awarded to it? This includes termination for default (or cause) or for the convenience of the Owner? Has Offeror for any other reason failed to complete a project?		_____ YES; _____ NO
<b>BREACH, DEFAULT, DEBARRED:</b> Within the last five (5) years, has Offeror been disqualified, removed, or otherwise declared in material breach or default of any contract by a public agency, or debarred from participating in the RFP process for any contract? If yes, please explain the circumstances:		_____ YES; _____ NO
<b>RELEASE FROM CONTRACT APPLICATION, PROPOSAL OR AWARD:</b> Has the Offeror filed a request to be released from an Application, proposal, selection or award of any contract within the last five (5) years? If yes, please explain the circumstances.		_____ YES; _____ NO
<b>FAILURE TO EXECUTE A CONTRACT:</b> Has the Offeror ever been selected for award or awarded a contract in which the entity failed to execute the contract? This would include: the entity not signing the contract Document(s); an inability of the company to obtain insurance requirements; or failure of the company to submit required forms and attestations. If yes, please explain the circumstances:		_____ YES; _____ NO
<b>BANKRUPTCY:</b> Has the Offeror filed for bankruptcy in the last seven years or is your firm currently the debtor in a bankruptcy case? If yes, please explain the circumstances		_____ YES; _____ NO
<b>CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES</b> Provide the name and address of the person designated by the Offeror to receive notices and other communications (Refer to the Sample Agreement for further details):		

**TRADE SECRETS OR PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must identify the data and materials need such protection prior to submission of such data and material, and state the reasons why protection is necessary. Please mark one:

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

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

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

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**STATE THE SPECIFIC REASON(S) WHY PROTECTION IS NECESSARY:**

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**NOTE:** If you fail to identify the data or other materials to be protected and state the reasons why such protection is necessary in the space provided above, you have not invoked the protection, accordingly, effectively the Application will be open for public inspection consistent with applicable law.

**CERTIFICATION OF NON-COLLUSION:**

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

**CONFLICT OF INTEREST:**

The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature of work under the contract and the Offeror's organizational, financial, contractual or other interest are such that award of the contract may result in the Offeror receiving an unfair competitive advantage, or the Offeror's objectivity in performing the contract work may be impaired. The Offeror agrees that if after being awarded it discovers an organizational conflict of interest with respect to the being awarded, it shall make an immediate and full disclosure in writing to AlexRenew which shall include a description of the action which the Offeror has taken or intends to take to eliminate or neutralize the conflict.

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

**NAME (PRINTED):** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_ **TEL. NO.:** \_\_\_\_\_

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

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

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**NAME OF AND TITLE OFFEROR'S REPRESENTATIVE**

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## PART FOUR– EVALUATION CRITERIA AND REVIEW PROCESS

### A. EVALUATION CRITERIA

The Selection Advisory Committee (SAC) will review and evaluate each proposal and a shortlist selection will be made based on the merits of the proposals submitted and the Offeror's ability to meet the functional, software, and scope of work requirements outlined in this RFP. The following are the criteria that will be used for evaluation purposes:

SYSTEM'S FUNCTIONALITY, RELIABILITY, AND FEATURES	25
CAPABILITY, KNOWLEDGE, AND EXPERIENCE OF THE PROPOSED TEAM	20
METHODOLOGY, APPROACH, AND UNDERSTANDING OF ALEXRENEW'S REQUIREMENTS	15
SOFTWARE RESILIENCY AND SECURITY	20
COST OF SERVICES  PROPOSALS WILL BE ASSIGNED POINTS ACCORDING TO THE FOLLOWING FORMULA: $(\text{LOWEST OFFEROR'S FEE} \div \text{NEXT OFFEROR'S FEE}) \times 15 \text{ POINTS} = \text{OFFEROR'S POINTS}$ .	15
OVERALL QUALITY AND COMPLETENESS OF PROPOSALS	5

### B. EVALUATION PROCESS

Once SAC has read and evaluated each proposal, a composite rating will be developed that indicates the SAC's collective ranking of the highest-rate proposals in descending order. This rating will be used to select the Offerors for further consideration (i.e., Proposal Shortlist). Thereafter, the SAC will conduct interviews or owner-guide demonstrations, and have discussions with the top-ranked Offerors (usually the top three (3) to five (5) depending upon the number of proposals received). Shortlisted Offerors will be invited for an oral presentation and interview. AlexRenew reserves the right to develop a second, smaller shortlist following the oral presentations and interviews and prior to scheduling the product demonstration workshops.

Following, the completion of product demonstration workshops, AlexRenew will evaluate the performance of each shortlisted firm and rank the firm(s) for consideration. Final negotiations for a binding scope, fee, and rate schedule will begin with the top-ranked Offeror. If a contract acceptable to AlexRenew cannot be negotiated at fees and/or rates that are considered fair and reasonable, negotiations shall be terminated with that Offeror and negotiations conducted with the next ranked Offeror, and so on until an acceptable agreement is reached. Evaluation and ranking documentation are confidential until AlexRenew posts a decision to award notice on its website.

## PART FIVE - INSTRUCTIONS TO OFFERORS

### 1. DISTRIBUTION OF SOLICITATION DOCUMENTS AND OFFEROR'S RESPONSIBILITIES REGARDING DEFECTIVE SOLICITATION DOCUMENTS

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

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

### 2. CONTACT INFORMATION

All questions relating to this solicitation shall be submitted via email to [purchasing@alexrenew.com](mailto:purchasing@alexrenew.com).

For a question to be considered, the subject line of the email must state the following: RFP No. 22-001 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.

**No questions will be considered if they are submitted after April 26, 2022, AT 5:00 PM.**

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal addendum only. 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.

### 3. SCHEDULE OF EVENTS

Alex Renew will use its best efforts to adhere to the schedule of events outlined below, however, reserves the right to amend the schedule as it deems necessary.

EVENT	DATE
RFP ISSUANCE	04/05/2022
PREPROPOSAL CONFERENCE	04/12/2022
DEADLINE FOR SUBMISSION OF QUESTIONS	04/26/2022

EVENT	DATE
DEADLINE FOR SUBMISSION OF PROPOSALS	05/25/2022
EVALUATION OF WRITTEN SUBMISSIONS AND PROPOSAL SHORTLIST NOTIFICATION	FIRST TWO WEEKS OF JUNE
ORAL PRESENTATIONS AND INTERVIEWS	JUNE 13-16
SHORTLIST #2 (IF NEEDED AS DEEMED BY ALEXRENEW)	JUNE 17, 2022
PRODUCT DEMONSTRATION WORKSHOPS	WEEK OF JUNE 20 <sup>TH</sup>
FINAL SELECTION	JULY 6-8
CONTRACT NEGOTIATIONS	JULY 18-29
ISSUANCE OF NOTICE OF AWARD	AUGUST 2, 2022
PROJECT KICKOFF MEETING	AUGUST 8, 2022
PROJECT START DATE	AUGUST 15, 2022

#### 4. COMPETITIVE NEGOTIATION PROCESS

This solicitation was issued using Competitive Negotiation process, as defined and authorized in The Virginia Public Procurement Act (VPPA) § 2.2-4301. The Contract(s) resulting from this solicitation 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.

#### 5. COMPETITION INDENTED

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.

#### 6. 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.

## **7. DEBARMENT STATUS**

The Offeror shall indicate, in the space provided on the Proposal Form, whether or not, 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.

## **8. INFORMALITIES**

AlexRenew reserves the right to waive minor defects or variations from the exact requirements of the solicitation 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.

## **9. 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).

## **10. 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.

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

Multiple proposals received in response to this solicitation from an individual, firm, team, 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 a solicitation 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.

## **12. CONTRACT AWARD IN THE BEST INTEREST OF ALEXRENEW**

AlexRenew reserves the right to accept or reject proposals, waive informalities or irregularities therein, and 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. The 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.

### **13. NOTICE OF DECISION TO AWARD**

When AlexRenew has made a decision to award the contract(s), the result of such a decision will be posted on the AlexRenew website.



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

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

The Contractor shall secure and maintain (and ensure that its subcontractors, teammates or partners, 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 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.
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. **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 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 cancelled 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 other mechanism in the amount of the deductible to ensure additional protection for AlexRenew.

The Contractor shall require all subcontractors to maintain during the term of 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.

### INSURANCE CHECKLIST

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

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

**INSURANCE AGENT'S STATEMENT:**

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

AGENCY NAME: \_\_\_\_\_ AUTH. SIGNATURE: \_\_\_\_\_

**OFFEROR'S STATEMENT:**

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

OFFEROR NAME: \_\_\_\_\_ AUTH. SIGNATURE: \_\_\_\_\_

## **PART SEVEN – SAMPLE AGREEMENT**

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

**STANDARD AGREEMENT FOR IT GOODS AND SERVICES**

**AGREEMENT NO. 22-001**

**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 IT SERVICES AND PRODUCT AGREEMENT FOR GOODS (“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.

#### **4. Effect of Termination**

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

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

In the event of a Termination for Breach or Termination for Default, the Contractor shall accept return of any deliverable that was not accepted by AlexRenew shall refund any

monies paid by AlexRenew for such deliverable, and all costs of de-installation and return of deliverables shall be borne by the Contractor.

#### **5. 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.

**E. 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.

**F. 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.

**G. 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.

**H. 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.

**I. 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.

**J. 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.
- 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.

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

**ALEXANDRIA RENEW ENTERPRISES**

**CONTRACTOR**

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

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

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

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

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

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### Attachment A: Functional Requirements Instructions to Respondents

Instructions for completing Exhibit G - Functional Requirements											
1	Attachment A lists the desired functional requirements for the AlexRenew's CMMS System. The respondent must fill out all six (6) tabs, providing comments as needed.										
2	Mark only ONE option with an "X" to signify how your solution meets the stated requirement										
	<table> <tr> <th>Selection</th><th>Description</th></tr> <tr> <td><b>Yes</b></td><td><i>The functionality is provided out of the box with the proposed solution. This functionality may require configuration of the solution.</i></td></tr> <tr> <td><b>3rd Party</b></td><td><i>The functionality is supported by 3rd party software. Describe the other software and how it works with your solution.</i></td></tr> <tr> <td><b>Custom</b></td><td><i>The functionality requires customization to the proposed solution.</i></td></tr> <tr> <td><b>Not Supported</b></td><td><i>The functionality is currently not supported with the proposed solution and there are no plans to support in the future.</i></td></tr> </table>	Selection	Description	<b>Yes</b>	<i>The functionality is provided out of the box with the proposed solution. This functionality may require configuration of the solution.</i>	<b>3rd Party</b>	<i>The functionality is supported by 3rd party software. Describe the other software and how it works with your solution.</i>	<b>Custom</b>	<i>The functionality requires customization to the proposed solution.</i>	<b>Not Supported</b>	<i>The functionality is currently not supported with the proposed solution and there are no plans to support in the future.</i>
Selection	Description										
<b>Yes</b>	<i>The functionality is provided out of the box with the proposed solution. This functionality may require configuration of the solution.</i>										
<b>3rd Party</b>	<i>The functionality is supported by 3rd party software. Describe the other software and how it works with your solution.</i>										
<b>Custom</b>	<i>The functionality requires customization to the proposed solution.</i>										
<b>Not Supported</b>	<i>The functionality is currently not supported with the proposed solution and there are no plans to support in the future.</i>										
3	Enter comments sufficient to support the response in the "Comments" field.										
4	DO NOT insert rows.										

**Attachment A: Functional Requirements**  
**General Requirements**

ID #	Functional Requirement	Response				Respondent Comments
		Yes	3rd Party	Custom	No	
GN-01	Allow the use of mobile devices (phones, tablets)					
GN-02	Role-based security/configuration					
GN-03	Route work orders based on work order status (workflow)					
GN-04	Send email/text notifications to staff based on work order status					
GN-05	Includes fleet maintenance capabilities					
GN-06	Configurable valid values such as work order status, priority, user roles, etc.					
GN-07	Allow system administrator to perform system configuration (i.e., create new work order statuses, etc.)					
GN-09	Include work request module for work originating outside of utility					
GN-10	Integrated software and applications (i.e., not many applications for different scenarios)					
GN-11	Ability to attach pictures/documents to work orders					
GN-12	Ability to attach documents and pictures to equipment					
GN-13	Ability to track multiple people/trades on WO					
GN-14	Ability to pass WO between people electronically (workflow)					
GN-15	Ability to track contractor time on WO					
GN-16	Ability to do route WO					
GN-17	Ability to do inspection/checklist WO					
GN-18	Ability to generate WO based on meters, etc.					

**Attachment A: Functional Requirements  
Integration Requirements**

ID #	Functional Requirement	Response				Respondent Comments
		Yes	3rd Party	Custom	No	
I-01	Integrate with SCADA for meter-based preventative maintenance (PM) generation					
I-02	Integrate with Great Plains (GP) financial system for the purchase order process					
I-03	Integrate with eBuilder for construction management functionality					
I-04	Integrate with Office 365 for document management capabilities					
I-05	Integrate with timekeeping system					
I-06	Integrate with LIMS (laboratory information management system) for the laboratory activities and reporting					
I-07	Integrate with SAP Concur					



**Attachment A: Functional Requirements  
Reporting**

ID #	Functional Requirement	Response				Respondent Comments
		Yes	3rd Party	Custom	No	
R-01	Report on open work orders by--location, status--sorted by age and employee assigned (login)					
R-02	Self-service, ad-hoc reporting					
R-03	User-defined dashboards by role					
R-04	Ability to report out information to other systems, such as Power BI					
R-05	Generate a report of decommissioned assets for update of the fixed asset register					
R-06	Generate a work schedule					
R-07	Ability to roll up cost for an asset group or work type					

**Attachment A: Functional Requirements  
Lifecycle Management**

ID #	Functional Requirement	Response				Respondent Comments
		Yes	3rd Party	Custom	No	
AM-01	Bar-coding of equipment for ease of identification and work order creation					
AM-02	Tracks historical condition assessment information to be stored for assets					
AM-03	Stores asset criticality for assets					
AM-04	Ability to calculate likelihood of failure (LOF)/consequence of failure (COF)/Risk					
AM-05	Allows the import of new asset information and stores the status of the asset (In use/decommissioned)					
AM-06	Stores failure codes (problem, cause, remedy) for corrective maintenance work					
AM-07	Analyze asset lifecycle costs					
AM-08	At least have R&R (rehab and replace) data (install dates, etc.) inform the R&R modeling					

**Attachment A: Functional Requirements  
Warehouse**

ID #	Functional Requirement	Response				Respondent Comments
		Yes	3rd Party	Custom	No	
WH-01	Manage suppliers, supplies, and parts (inventory) and manage their cost					
WH-02	Allow multiple warehouses at different locations, including trucks					
WH-03	Allow the transfer of parts and materials between warehouses					
WH-04	Allow the setting of a minimum number of parts with automatic reorder of parts when the minimum is reached					
WH-05	Allow the bar coding of bins/stock for inventory management					
WH-06	Allow tracking of consumables					
WH-07	Ability to track parts on assets (i.e., what are all the parts we use for this asset?)					
WH-08	Ability to identify critical spare parts for assets					
WH-09	Ability to report when a part was last added to a work order					
WH-10	Ability to report who the part was last ordered from					
WH-11	Ability to report the last purchase cost of the part (for a specific part)					
WH-12	Ability to generate a parts ordered report (for all parts)					

**Attachment A: Functional Requirements  
Work Management**

ID #	Functional Requirement	Response				Respondent Comments
		Yes	3rd Party	Custom	No	
WM-01	Allow field staff to create work orders via mobile device					
WM-02	Ability to plan and schedule work including a calendar showing work schedule and assigned					
WM-03	Ability to track PM work not being completed. This could be achieved through: <ul style="list-style-type: none"> <li>• Allowing PM work orders to be closed (automatically) when work cannot be completed on time</li> <li>• Not allowing the generation of the next PM work order</li> </ul>					
WM-04	Ability to manage conflicting or overlapping PM scheduling. This could be achieved through: <ul style="list-style-type: none"> <li>• Generating a single work order that includes work for both job plans</li> <li>• Allowing the user to indicate which PM takes precedence so that multiple work orders will not be generated</li> </ul>					
WM-05	Track labor, parts, and material costs on work orders					
WM-06	Ability to track labor on work orders from multiple crafts including safety and contractors					
WM-07	Ability to track contractor work on work orders					
WM-08	Ability to create job plans for preventive maintenance work					
WM-09	Ability to charge for tools and equipment on work orders					
WM-10	Automatically create new work orders when follow-up work is indicated					
WM-11	Ability to do inspection/checklist work orders					
WM-12	Ability to automatically generate work orders based on meters (run time, cycles, etc.)					

## Attachment B: Technical Requirements

Instructions to Respondent for completing "Technical Requirements" form

Attachment B lists the desired technical requirements for the proposed CMMS solution.

On the tab called "Technical" mark an "X" under the appropriate response for each of the requirements.

Response to Requirement	Description
Yes	The proposed solution meets the requirement. Provide details.
No	The proposed solution does not meet the requirements. Provide details.
N/A	The requirement is not applicable to the proposed solution. Provide details.

### Notes:

1. Enter comments sufficient to support the response in the "Comments" field.

### Attachment B: Technical Requirements

ID #	Technical Requirement	Response			Respondent Comments
		Yes	No	N/A	
TR-01	Does the Respondent provide the solution as a cloud-based offering? If so, what is the infrastructure platform (Amazon, Microsoft Azure, etc.)?				
TR-02	Does the cloud-based solution require any local installations or downloads in order to be fully functional for users? Please explain.				
TR-03	Does the cloud-based solution require certain web browsers and/or web browser versions? Please explain.				
TR-04	Does the cloud-based solution provide API's for data access and integration opportunities with other City systems?				
TR-05	Does the cloud-based solution leverage Microsoft's Azure Active Directory Federation Services for single sign-on?				
TR-06	Does the cloud-based solution integrate data from multiple customers? Please explain.				
TR-07	Does the Respondent provide a service level agreement? Please describe.				
TR-08	Does the Respondent regularly perform maintenance upgrades or patches for the cloud-based solution? What is the frequency of software updates and what is the notification process?				
TR-09	Does the Respondent have a customer help desk? If yes, what are the methods (email, phone, ticket system, etc.) and hours of availability?				
TR-10	Does the Respondent actively monitor the cloud-based solution for security threats? Please describe.				
TR-11	Has a vulnerability assessment been performed? What was checked and addressed? Please describe.				
TR-12	Does the Respondent have a disaster recovery plan? Please describe.				
TR-13	Does the Respondent have a backup plan? Please describe.				
TR-14	Does the Respondent include data archiving? Please describe.				
TR-15	Does the cloud-based solution store documents, photos, etc. in a database? Please describe.				
TR-16	Does the cloud-based solution have data storage limitations for data, photos, videos, etc. Please detail.				
TR-17	Does the cloud-based solution have the ability to access and utilize un-secured map and/or feature services from ESRI's ArcGIS Server 10.7.1?				
TR-18	Does the cloud-based solution have the ability to access and utilize ESRI ArcGIS Server (10.7.1) for map and feature services secured with Portal-tier authentication?				
TR-19	Does the cloud-based solution have the ability to access ArcGIS Online for organization-enabled GIS services?				

## Attachment C: Cost Proposal Form

Task	Cost				
	Year 1	Year 2	Year 3	Year 4	Year 5
Software					
Licensing					
3rd Party Components					
Hosting					
Phase I - Planning					
Project Work Plan and Schedule					
Implementation Plan					
Asset Inventory and Hierarchy					
Phase II - Implementation					
System Configuration					
Data Loading					
Potential System Integration					
SCADA					
Financial					
Construction					
Laboratory					
Timekeeping					
LIMS					
Procurement					
System Testing					
Pre-Go-Live User Training					
Fully loaded blended hourly rate for added services that may be necessary for these tasks beyond your base cost proposal					
Phase III - Go-Live					
Phase IV - Support and Maintenance					
Total by Year					
Total 5-Year cost					
Total Not-to-Exceed Price					

**IMPORTANT NOTES :**

1. The cost proposal shall include all reasonable cost associated with the work that are called for in the RFP and in the Offer's proposed approach.
2. All assumptions need to be listed and explained in the next tab.
3. Additional information regarding cost can be provided in the third tab of this worksheet.

**Attachment C: Co  
Listing and Descriptior**



**st Proposal Form**  
**1 of Cost Assumptions**

**Attachment C: Co  
Additional Co:**

**st Proposal Form**  
**st Information**

(The completed Cost Proposal, Attachment C, and all its associated worksheets shall be provided in a separate sealed envelope named RFP 22-001--Attachment C, that's a subset of the overall envelope or package labeled RFP 22-001 -- PROVISION AND MAINTENANCE OF COMPUTERIZED MAINTENANCE MANAGEMENT SOFTWARE)

Task	Cost				
	Year 1	Year 2	Year 3	Year 4	Year 5
Software					
Licensing					
3rd Party Components					
Hosting					
Phase I - Planning					
Project Work Plan and Schedule					
Implementation Plan					
Asset Inventory and Hierarchy					
Phase II - Implementation					
System Configuration					
Data Loading					
Potential System Integration					
SCADA					
Financial					
Construction					
Laboratory					
Timekeeping					
LIMS					
Procurement					
System Testing					
Pre-Go-Live User Training					
Fully loaded blended hourly rate for added services that may be necessary for these tasks beyond your base cost proposal					
Phase III - Go-Live					
Phase IV - Support and Maintenance					
Total by Year					
Total 5-Year cost					
Total Not-to-Exceed Price					

**IMPORTANT NOTES :**

1. The cost proposal shall include all reasonable costs associated with the work that are called for in the RFP and in the Offer's proposed approach.
2. All assumptions need to be listed and explained in the next tab.
3. Additional information regarding cost can be provided in the third tab of this worksheet.

**Attachment C: Cost Proposal Form**  
**Listing and Description of Cost**  
**Assumptions**

**Attachment C: Cost Proposal Form**  
**Additional Cost Information**