



REQUEST FOR PROPOSALS NO. 21-003

ALEXANDRIA RENEW ENTERPRISES ("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 16th DAY OF JUNE 2022** FOR:

JANITORIAL AND RELATED SERVICES

An optional pre-proposal conference will be held at 10:00 AM/P.M. EDT on May 19, 2022, in Conference Room Number 602, located at 1800 Limerick Street, Alexandria, VA 22314. The purpose of this conference is to allow potential offerors an opportunity to obtain clarification relative to any facet of this solicitation and see the facilities for which the services are sought.

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 procedures.
- 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 – OBJECTIVE OF THE RFP

1. PURPOSE

Alexandria Renew Enterprises (hereinafter referred to as “AlexRenew”) is requesting proposals from qualified sources to establish a contract to provide complete professional janitorial services for its facilities. Firms responding to this RFP must be reputable, bonded, and capable of furnishing required material, equipment, transportation, supplies, tools, apparatus, incidentals, labor, and supervision necessary to provide superior janitorial services for AlexRenew as defined in this RFP document. The intent is soliciting proposals is to allow for a competitive process while maintaining high-quality janitorial services.

2. BACKGROUND

Established in 1952 by the Alexandria City Council, AlexRenew’s chartered mission is to clean wastewater and protect public health and the environment. AlexRenew currently maintains capital assets valued at approximately \$750 million and cleans approximately 38 million gallons of dirty water daily at our water resource recovery facility. AlexRenew is governed by a five-member citizen Board of Directors, appointed by the Alexandria City Council, 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.

AlexRenew maintains one of the most advanced water treatment facilities in the United States, on a 35-acre site within walking distance of Old Town, Alexandria. AlexRenew serves about 350,000 people in the City of Alexandria and part of Fairfax County, processing an average of 12 billion gallons of wastewater every year. AlexRenew is committed to being an environmental steward, good neighbor, and industry leader in the day-to-day work of making dirty water clean again. AlexRenew has made a public commitment to reducing our environmental impact through our Environmental Policy Statement which can be found at <https://alexrenew.com/environmental-stewardship>. The AlexRenew Environmental Campus (EC), is also a certified Well Building <https://www.wellcertified.com/>, which requires adherence to specific cleaning protocols that promote the health and safety of our employees and visitors.

As further detailed in the following section, the scope of the janitorial services are focused on receptacle emptying and cleaning, restroom cleaning and servicing, floor maintenance, and surface cleaning, dusting, and disinfecting, in multiple facilities across AlexRenew’s campus.

Below is the list of facilities and their sizes:

Building	Total Occupied GSF	Number of Floors	Number of Restrooms	Number of Restroom Stalls
Environmental Center (EC)	103,397	6	17	39
Building G	7,172	2	4	18
Building A	1,636	1	2	2
Building C	3,227	1	1	4
Building L	3,391	1	3	3
Totals	118,823	-	26	66

PART TWO – SCOPE OF SERVICES

The Contractor shall provide all labor, supervision, material, equipment, and all other things necessary to perform janitorial and related services in accordance with the requirements of the Well Building Standard <https://wellcertified.com>.

A. General Responsibilities

1. Overview:

The Contractor shall provide professional janitorial services that must include but are not limited to the following:

- a. The Contractor shall provide quality and professional services to AlexRenew and its staff and the public;
- b. The Contractor shall provide all labor, materials, tools and equipment to perform all services;
- c. The Contractor shall work cooperatively and collaboratively with AlexRenew staff;
- d. The Contractor shall be responsible for day-to-day supervision and management of its staff and for provision of various services related to janitorial services;
- e. The Contractor shall provide porter services, as per the request of AlexRenew for various types of events scheduled by AlexRenew;
- f. As a condition of award, and throughout the Contract Term, the Contractor shall provide a Performance Bond in accordance with the surety requirements of the RFP; and
- g. The Contractor shall be required to coordinate their work with other Contractors utilized by AlexRenew for various projects at the sites and shall be mindful of the work done by those Contractors, so as not to impede their progress;
- h. All materials provided by the Contractor (for example, paper towels, toilet paper, toilet seat covers, liquid soap, and chemicals such as disinfectants) shall be approved by AlexRenew and all paper products shall be compatible with existing dispensers.

B. AlexRenew's Sustainable Purchasing Policy (SPP)

AlexRenew has an expressed goal to become widely and continuously recognized as THE leading sustainable and resilient utility. This goal aligns with AlexRenew's business plan to complete a sustainable and resilient utility roadmap. In support of this goal, AlexRenew is promoting the purchase and use of environmentally preferable products and services. This policy relates to the purchase of cleaning products and janitorial supplies, the use of cleaning equipment, storage and handling of chemicals, and training. Proper use of cleaning equipment and products can reduce costs and extend the life of cleaning equipment, and supports the responsible use of financial resources.

1. Procedures for Sustainable Services

- a. The Contractor shall train its staff in the safe handling & storage of cleaning materials;
- b. The Contractor shall use products as directed, including the recommended amounts;

- c. The Contractor shall ensure that all cleaning products will be accurately labeled;
- d. The Contractor shall triple rinse and recycle all certified green cleaning product packaging that is recyclable;
- e. The Contractor shall dispose of used chemical solutions properly to prevent chemical solutions from entering storm water drains;
- f. The Contractor shall provide ongoing training and education so that its employees maintain correct procedures.

2. Requirements for Selection of Products

- a. concentrated cleaning products shall be used, to the extent available;
- b. Only those chemicals should be used that can be diluted using cold water;
- c. Products shall contain minimum packaging material, and/or be packaged with recycled materials;
- d. Cleaning tools such as mop buckets, toilets brushes, etc. shall contain recycled content;
- e. The Contractor shall maintain an organized cleaning supply closet(s) so valuable supplies are not damaged or lost and to protect employees from spills and chemical contamination;
- a. All cleaning, disinfection, and sanitization products meet one of the following requirements:
 - b. Labeled as 'low-hazard' or 'safer' by an ISO 14024-compliant (Type 1) Ecolabel, or by a third-party certification recognized by the local government where the project is located. Hazard criteria must be specific for the product classes within the scope of this feature.
 - c. The Safety Data Sheet (SDS) of each product discloses ingredients per EU Regulation 2015/830 (CLP) or California State Bill No. 258 and no ingredients listed in Section 3 of the SDS are classified as Category 1, 1A, or 1B for the following Globally Harmonized System (GHS) codes and corresponding hazard statements:
 - f. H311 (toxic in contact with skin).
 - g. H312 (harmful in contact with skin).
 - h. H317 (may cause allergic skin reaction). Individual terpenes may be present up to a concentration of 0.5% in undiluted products
 - i. H334 (may cause allergy or asthma symptoms or breathing difficulties if inhaled).
 - j. H340 (may cause genetic defects).
 - k. H350 (may cause cancer).
 - l. H360 (may damage fertility or the unborn child).
 - i. H372 (may cause damage to organs through prolonged or repeated exposure). Environmental Choice CCD-104, for hand cleaners and hand soaps
 - ii. Disposable janitorial paper products and trash bags must meet the minimum requirements of at least one of the following U.S. EPA Comprehensive

Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners (see table below).

Product	Post-Consumer	Post Industrial
Bathroom Tissue	20-60	20-100
Paper Towel	40-60	40-100
Paper Napkins	30-60	30-100
Facial Tissue	10-15	10-100
General Purpose Industrial Wipers	40	40-100

C. Frequency of Services and Hours

AlexRenew is a twenty-four hours a day, seven days a week, continuous operation. The Contractor shall coordinate all schedules with AlexRenew to avoid disruptions to AlexRenew's operation. Routine janitorial services shall be performed in accordance with the Frequency of Janitorial Services table on page 7.

Prior permission must be obtained, in the event that certain services must be provided during core business hours. In all cases, it is the responsibility of the Contractor to fulfill the scope of services specified herein. Changes to the specified hours are solely at the discretion of AlexRenew.

For reference purposes, AlexRenew observes the following eight holidays:

- New Year's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Election Day
- Thanksgiving Day
- Christmas Day

D. Quality Control Program (QCP)

The Contractor shall establish a complete Quality Control Program (QCP) to ensure the requirements of the Contract are met as specified. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or AlexRenew points out the deficiencies.

This QCP is of paramount importance. The program shall include, but not be limited to the following:

1. An inspection system that is tailored to the specific building and or facility, which covers all services required under the Contract along with their tasks and frequencies.
2. A checklist for use during the performance of the work. The Contract Manager shall complete at least bi-weekly inspections.

3. The checklist shall be signed and dated to indicate the time the inspection was completed. A copy of each inspection shall be submitted to AlexRenew within twenty-four (24) hours of the inspection.
4. Contract Manager shall use a black light test or equivalent to detect the presence of urine on bathroom fixtures or floors.
5. AlexRenew QC will do random inspections and will advise the Contract Manager of any issues.
6. All non-performances discovered during QC inspection shall be remedied within seventy (72) hours of notification to the Contractor unless it is a health/safety issue and then that correction will be made upon receipt of notification.

E. Contractor's Employees

1. The Contractor shall ensure that all its employees understand these specifications. If personnel are unable to effectively communicate in English but are literate in another language, the Contractor shall provide translations in the appropriate language.
2. The Contractor is permitted to use subcontractors in the performance of the work if such expertise is not available in-house; however, the Contractor shall remain responsible for compliance with all terms, conditions, and specifications of the Contract.
3. The Contractor shall employ a sufficient number of experienced employees and subcontractors to adequately perform all the specified duties and services.
4. The Contractor shall be responsible for all specialty and routine training of its employees. Written documentation certifying such training shall be provided to AlexRenew's Contract Manager, upon request. The Contractor shall train its employees on Right-to-Know laws, blood-borne pathogens, and any other training necessary to meet OSHA and Federal Regulations.
5. AlexRenew reserves the right to require the removal of any employee of the Contractor from AlexRenew facilities at any time that in the determination of AlexRenew Contract Manager, is incompetent, careless, insubordinate, or otherwise objectionable. The Contractor shall remove the employee from the premises at the direction of AlexRenew.
6. The Contractor's employees shall comply with the following rules at all times:
 - i. Contractor's employees who are under the influence of alcohol or drugs will not be permitted in the facility.
 - ii. No loud or boisterous conduct is allowed.
 - iii. Contractor's employees shall not disturb papers on desks, open desk drawers, or cabinets at any time.
 - iv. Contractor's employees shall not use or tamper with office machines, equipment, or AlexRenew employees' property at any time.
 - v. Contractor's employees shall not use AlexRenew's business telephones at any time.
 - vi. Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of Contractor.

F. Personnel Requirements

a. Contract Manager Role

- 1) Point of contact between AlexRenew and the Contractor.
- 2) Responsible for scheduling and supervising the performance of janitorial services.
- 3) Oversees the Contractor's personnel and subcontractors who perform work onsite and is responsible for inspecting the progress of the work and completing jobs.

- 4) Resolving complaints, problems, and requests from AlexRenew staff.
- 5) Assisting with emergency response and evacuations.
- 6) Must be literate and fluent in the English language, due to the necessity to read chemical labels, job instructions, and signs, as well as the need for conversing with AlexRenew personnel.
- 7) Must be capable of communicating fully with their employees in the event the employees do not speak English. AlexRenew's authorized representative will be the sole judge of the communication level.
- 8) Must have excellent problem solving, customer service, and leadership skills.
- 9) Must have an understanding of safety regulations, the ability to set and meet goals, relevant on-the-job experience, and strong written and oral communication skills; second language fluency is a plus.
- 10) AlexRenew requires that the Contract Manager is in charge of daily activities and scheduling of services needed to assure that the facilities are uniformly clean and presentable, safe, and operational at all times.
- 11) In the event of sickness or any absence of the regular Contract Manager, the Contractor shall provide a substitute of equal or greater skills.
- 12) Contract Manager shall have a cell phone in good working order provided at the Contractor's expense. This cell phone number shall be provided to AlexRenew's assigned representative.

b. *Janitorial Staff*

- 1) The Contractor shall assign qualified and highly skilled individuals to perform the required tasks under this Contract.
- 2) At no time shall the Contractor employ day laborers for the performance of services under this Contract.
- 3) Assigned individuals for custodial tasks shall be fully trained and skilled in safe and proper techniques. The use of inadequately trained individuals or employing subcontractors that do not have proper qualifications is a valid ground for Contract termination.
- 4) The proposed staff shall be qualified employees of the Contractor, skilled in the performance of their duties, and with a minimum of six months' experience performing those duties.

c. *Employee Identification and Building Access*

- 1) All employees shall wear uniforms that bear the company name/logo. Uniforms shall be approved by AlexRenew and shall not be exceptionally dirty, stained, or torn.
- 2) The Contractor must provide each employee a minimum of 3 shirts/uniforms.
- 3) Identification badges shall be furnished by the Contractor and worn by all Contractors' employees while on AlexRenew premises. The badge shall have the employee's picture, name, and Contractor's name visibly displayed.
- 4) Access to and departure from AlexRenew facilities shall be as directed by the AlexRenew Contract Manager.
- 5) The Contractor will be supplied with a list containing points of contact and corresponding phone numbers to contact in case of an emergency.
- 6) Access to designated restricted areas must be coordinated with the AlexRenew Contract Manager.
- 7) AlexRenew facilities have badge and key card access. The Contractor shall require all employees performing under this Contract to personally sign and be responsible for each electronic access card issued by AlexRenew. This card is to be used only by the individual who has signed for the card. When an individual is no longer employed by the Contractor, the card must be returned to AlexRenew. The

Contractor shall make a written request for access key cards issuance and re-issuance.

- 8) If an access key or badge card is lost, AlexRenew must be notified immediately. In either case, a message must be left with the AlexRenew Contract Manager.
- 9) Use of electronic badge card by any other person other than the individual signing for the card will be ample cause for termination of the Contractor.
- 10) AlexRenew reserves the right to charge the Contractor for lost or damaged badge cards.
- 11) AT NO TIME shall Contractor allow anyone into the building other than authorized employees of the Contractor. AT NO TIME shall Contractor allow family members, friends, etc. on the grounds or parking lots of the building. The only exception to this is to drop off or pick up an employee.

G. Safety Requirements

1. The Contractor will often be required to perform services in occupied buildings and spaces. The Contractor shall conduct their work in such a manner as to minimize disruption, inconvenience, or hazards to building occupants.
2. The Contractor must maintain onsite Safety Data Sheets (SDS) for all cleaning products used in languages spoken by employees.
3. The Contractor shall comply with all pertinent OSHA Regulations, including, but not limited to:
 - a) OSHA Regulation 1919.1200, Paragraph F, concerning the labeling of all chemical containers. The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies, or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all federal, state, and local laws, ordinances, rules, and regulations.
 - b) The Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to AlexRenew. Caution signs shall be onsite on the first day of mobilization at the AlexRenew site. Wet floor signs shall be placed at the entrance areas during inclement weather.
 - c) 29CFR 1910.1030 – Blood Borne Pathogens.
 - d) OSHA Regulation 1920.1200, Hazard Communication.
4. Failure of the Contractor or its employees and subcontractors with all applicable laws, regulations, and rules shall permit AlexRenew to immediately terminate this Contract.
5. The Contractor shall issue Personal Protection Equipment (PPE) to each employee and or subcontractor. Additional PPE shall be stored in janitorial closets in each building and or facility.
6. The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.
7. The Contractor shall use only germicidal disinfectants that bear an EPA Registration Number.

TECHNICAL AND PERFORMANCE STANDARDS

TECHNICAL SPECIFICATIONS	PERFORMANCE STANDARDS
RECEPTACLE EMPTYING AND CLEANING	
Paper and Trash Collection: All trash and paper shall be removed and legally disposed of.	Receptacles shall be kept clean and odor-free. Trash and paper shall not be allowed to accumulate or overflow receptacles. All trash and debris collected from the site shall be sorted for recycling and disposed of legally by the Contractor.
Receptacle Emptying and Cleaning: All trash receptacles shall be emptied according to schedule. All receptacles shall be relined with clean plastic liners.	
All trash and paper left in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster. Any questionable item shall be verified as intended for disposal before it can be disposed of.	Trash and paper left in hallways, corridors, etc., or placed beside receptacles shall be collected and sorted for recycling and disposed of legally by the Contractor.
According to the schedule, trash receptacles shall be thoroughly cleaned and disinfected, such cleaning including rigid liners within receptacles. Care shall be taken to thoroughly dry metal parts to prevent rust.	Receptacles shall be free from dirt, food, or beverage soils and odors.
RESTROOM CLEANING AND SERVICING	
Restrooms shall be cleaned with proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. Servicing shall be accomplished to assure adequacy of supplies and hygienic condition of restrooms.	Fixtures shall present a clean, shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, organic material, etc. Wall and floor brackets and other fixture junctures shall be free of accumulations of dirt and urine.
Fixtures including toilet bowls, hand basins, and urinals shall be cleaned according to schedule. Special care shall be paid to floor and wall mounting brackets and sealants so as not to allow accumulations of dirt, urine, and other soils.	
Stall partitions and partitions between urinals shall be cleaned according to schedule.	Stall and urinal partitions shall present a clean appearance free from water streaks, stains, soil, or other unsightly omissions, and free from dust on top edges.
Mirrors, chrome, and other metal trim shall be cleaned and polished according to schedule. Included shall be metal supply dispensers, metal door pushes, and metal light switches. Abrasive cleaners shall not be used.	Mirrors, chrome, and other metal trim shall be free from watermarks, streaks, soil, stains, graffiti, and other omissions and shall present a high shine.
According to the schedule, tile floors, stalls, etc. in restrooms shall be cleaned of all scale, mineral deposits, and soap residues with an appropriate chemical cleaning solution. Extreme care shall be exercised to avoid damaging fixtures, metal pipes, chrome, etc.	Tile floors and walls shall be cleaned of all scale, mineral deposits, and soap residues and shall be thoroughly rinsed and dried to present a uniformly clean appearance.
Grouting and sealants shall be cleaned according to schedule with an appropriate	Grout and other sealants shall be scrubbed clean and present a uniformly clean and

TECHNICAL SPECIFICATIONS	PERFORMANCE STANDARDS
chemical cleaning agent. Care shall be exercised to prevent damage to tile and any loose or broken grouting shall be reported to the AlexRenew Contract Manager	hygienic appearance.
Ceramic tile floors and walls shall be thoroughly scrubbed with a heavy-duty disinfectant/detergent solution. Extreme care shall be exercised to avoid excessive flooding of the area	Ceramic Tile floors and walls shall present a uniformly clean appearance.
Once a month, the Contractor shall pour a sufficient amount of water over the bathroom drains to keep the pipes from drying and causing odor	Absence of odor in the bathroom and adjacent areas.
Restrooms shall be serviced according to schedule and as frequently as necessary to assure sufficiency of supplies and hygienic conditions. Extra supplies shall be left when necessary to assure sufficiency between cleaning and servicing.	All restrooms shall be sufficiently stocked with supplies at all times.
FLOOR MAINTENANCE	
Floors shall be swept or dust mopped according to the schedule to present a clean and orderly appearance at all times. Sweeping compounds shall not be used on finished floors.	Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence including in corners, expansion joints, and other places inaccessible to the broom or dust mop.
Surface accumulations of chewing gum, tar, hardened dirt, and other soil that cannot be removed by other means such as mopping, sweeping dust mopping, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish.	No gum, tar, and other soils shall be visible on the floors and surfaces.
According to the schedule and as needed, spills, spots, and stains shall be damp mopped to assure a uniformly clean appearance. Spilled materials such as alcohol or other chemicals may result in stains that penetrate floor finishes. In these instances, floors shall receive a light coat of finish to repair the damage and present a uniform appearance.	Floors shall present a clean and orderly appearance with no evidence of stains and or spots including in corners, expansion joints, and other places inaccessible to the broom or dust mop.
Floors shall be damp or wet mopped according to the schedule to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Disks of cardboard or plastic shall be placed under or around furniture legs to prevent rust stains.	Mopped floors shall be free from streaks, spots, stains, smears, mop strands, and other unsightly appearances.
This procedure shall be employed according to the schedule to ensure a high gloss, non-slippery finish on all floors, to repair and refurbish worn areas of finish, and to remove heel and scuff marks. Extreme care shall be exercised to prevent hitting or otherwise	Floors shall have a uniform high shine and be free of streaks, scuff marks, and other unsightly appearances.

TECHNICAL SPECIFICATIONS	PERFORMANCE STANDARDS
damaging walls, baseboards, and furnishings with the floor machine, and replace all furniture.	
<p>Striping and refinishing shall be employed according to schedule to remove accumulations of dirt, finish, discolorations, stains, and rust spots from finished floors. Flooding of floors with stripping solution or rinse water shall be avoided at all times. Extreme caution shall be exercised to prevent splashing of walls, baseboards, or furnishings. Any furnishings moved in order to accomplish the procedure shall be replaced in the proper position when work is completed. Also, floors shall be re-waxed according to schedule with a sealer and some coats of slip-resisting floor finish. Floors must be clean and free from scuff marks, stains, rust, dirt, gum, tar, old finish, etc. before the finish is applied. Coats shall be applied with adequate time for drying allowed between coats.</p>	<p>Floors shall be free of scuffs, discolorations, and stains. Overlapping finish marks shall not be apparent and all omissions shall be blended in with additional coatings to assure uniformity.</p>
<p>Carpets shall be vacuumed, spot cleaned and shampooed to remove accumulations of dust, dirt, stains, and soil according to the schedule. Close attention shall be paid to corners, edges, and areas that are inaccessible to the machine. Appropriate hand tools shall be employed to assure that these areas are properly cleaned. Care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, or furnishings with the vacuum or attachments. Bags shall be emptied or cleaned regularly. Walk-off mats shall also be vacuumed. Any items or furnishings moved during the procedure shall be replaced in the proper position.</p>	<p>Carpets shall present a uniformly clean appearance at all times free from spots, stains, chewing gum, tar, grease, litter, etc. Any tears, rips, burns, or indelible stains shall be reported for repairs or replacement.</p> <p>Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners, and along edges. Carpets shall be free from lint, debris strings, loose carpet stands, and the pile shall stand erect.</p>
<p>Carpets shall be spot cleaned as necessary to remove gum, tar, grease, spills, spots, stains, etc. A solvent cleaner may be used provided that it is safe and does not cause fading or discoloration. Aerosol chewing gum remover may be used with a putty knife, but careful attention shall be paid to avoid damaging carpet fibers.</p>	<p>Carpets shall present a uniformly clean appearance at all times free from spots, stains, chewing gum, tar, grease, litter, etc.</p>
<p>Shampooing shall be employed according to schedule to ensure a clean and uniform appearance and to prolong the life of the carpeting. This complete carpet cleaning involved the use of one of several proven carpet cleaning techniques (rotary brush extraction, dry extraction, steam extraction, etc.) to thoroughly clean carpet. The choice of which technique to use is the prerogative of the</p>	<p>Carpets that have been shampooed shall present a uniformly clean appearance with no evidence of surface soils or spotting, the pile shall stand erect and the color shall be bright.</p>

TECHNICAL SPECIFICATIONS	PERFORMANCE STANDARDS
Contractor. Care must be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed	
<p style="text-align: center;">HORIZONTAL SURFACE CLEANING</p> <p>Horizontal surface cleaning shall be interpreted to mean those surfaces and objects not high enough to require the use of a ladder (below 72") that comprise the furnishings and structures of the facility including but not limited to office furniture (desks, chairs, tables, file cabinets), countertops, ledges, rails, display cases and the tops of those cases, typewriters, telephones, etc.</p>	
SPOT CLEANING: This procedure is a form of policing areas for dirt, smudges, smears, graffiti, fingerprints, spills, splashes, etc. It shall be accomplished according to schedule and as a matter of good housekeeping practice, on a continuing basis.	Surfaces which have been spot cleaned shall be free from smudges, fingerprints, dirt, splashes, graffiti, smears, spills, etc., and shall present a uniformly clean appearance.
DUSTING: shall be accomplished according to schedule. Care shall be exercised to avoid damaging painted or wooden surfaces and "lightening" the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general use. Appropriate cleaning agents, polishes, cloths, etc. shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced in the proper position. Care shall be taken to keep dust dispersion to a minimum.	Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and other unsightly omissions. If treated dust cloths are used, there shall be no oil streaks left on the surface.
DAMP WIPING: or washing to horizontal surfaces shall be accomplished according to the schedule. Appropriate cleaning agents shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced in the proper position. Care shall be taken to avoid damage to wood or painted surfaces.	Surfaces that have been damp wiped shall be free from dirt, streaks, spots, stains, cobwebs, smudges, fingerprints, smears, etc., and shall present a uniformly clean appearance. Watermarks or spots shall be wiped clean and dry.
<p style="text-align: center;">VERTICAL SURFACE CLEANING</p> <p>Vertical surface cleaning shall be interpreted to mean those surfaces not high enough to require the use of a ladder (below 72") that comprise the furnishings and structure of the facility and shall include but not be limited to walls, doors, gates, baseboards, table and desk legs, and sides, sides of file cabinets, frames, pictures, wall hangings, maps, signs, ventilation louvers, etc.</p>	
SPOT CLEANING: This procedure is a form of policing areas for dirt, smudges, smears, graffiti, fingerprints, spills, splashes, etc. It shall be accomplished according to schedule and as a matter of good housekeeping practice, on a continuing basis.	Surfaces which have been spot cleaned shall be free from smudges, fingerprints, dirt, splashes, graffiti, smears, spills, etc., and shall present a uniformly clean appearance.
DUSTING: shall be accomplished according to schedule. Care shall be exercised to avoid damaging painted or wooden surfaces and "lightening" the cleaned areas. Appropriate cleaning agents shall be used and shall be tested in inconspicuous areas before general	Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and other unsightly omissions. If treated dust cloths are used, there shall be no oil streaks left on the surface.

TECHNICAL SPECIFICATIONS	PERFORMANCE STANDARDS
use. Appropriate cleaning agents, polishes, cloths, etc. shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced in the proper position. Care shall be taken to keep dust dispersion to a minimum.	
DAMP WIPING: Damp wiping or washing of horizontal surfaces shall be accomplished according to the schedule. Appropriate cleaning agents shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced in the proper position. Care shall be taken to avoid damage to wood or painted surfaces.	Surfaces that have been damp wiped shall be free from dirt, streaks, spots, stains, cobwebs, smudges, fingerprints, smears, etc., and shall present a uniformly clean appearance. Watermarks spots shall be wiped clean and dry.
WALL SCRUBBING: This procedure shall be accomplished according to schedule. Appropriate cleaning agents shall be employed according to the type and composition of the wall. Disinfectant agents shall be used on restroom walls.	Walls shall be totally cleaned and well rinsed and shall be free from graffiti, dirt, splashes, soap residues, fingerprints, etc., and shall present a uniformly clean appearance
BASEBOARD CLEANING: Baseboards shall be cleaned according to schedule and after all stripping, scrubbing, and refinishing procedures as necessary.	Baseboards shall be free from splashes, dirt, cobwebs, finish buildups, streaks, crevice accumulations of dirt, etc.
DRINKING FOUNTAIN CLEANING: and Disinfecting Drinking fountains shall be cleaned according to schedule. All surfaces shall be cleaned with an appropriate disinfectant/detergent solution, wiped thoroughly dry, and polished. Plumbing problems shall be reported to the Contract Manager for corrective action.	Drinking fountains shall be free from dirt, fingerprints, smudges, streaks, spots, and stains. Wall areas around the fountains shall be free from water spots and streaks.
<p style="text-align: center;">HIGH DUSTING/CLEANING</p> <p>High surfaces shall be interpreted to mean those surfaces and objects high enough to require the use of ladder (above 72") which comprise the structure and furnishing of the facility and shall include but are not limited to wall/ceiling junctures, light fixtures, ventilation louvers, overhead signs, sills, ledges, etc.</p>	
CLEANING VENTS, GRILLS, ETC.: Ventilation louvers, grills, panels, etc. shall be cleaned according to schedule by damp wiping, dusting, washing, or vacuuming as appropriate and with appropriate cleaning agents	Cleaned vents, grills, etc. shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
CLEANING LIGHT FILTER: Removable light filters (egg crates, diffusers, etc.) shall be taken down, cleaned, and replaced according to schedule using appropriate cleaning agents care shall be taken to prevent cracking or breaking these somewhat delicate structures.	Cleaned light filters shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance
ELEVATOR/STAIRWAY CLEANING: Elevators and stairways shall be cleaned according to schedule.	Cleaned elevator and stairway shall present a uniformly clean appearance.

TECHNICAL SPECIFICATIONS	PERFORMANCE STANDARDS
RISER AND THRESHOLD CLEANING: Risers and thresholds shall be cleaned according to the schedule. Attention shall be paid to inaccessible areas such as corners and edges and appropriate tools shall be employed to clean these areas.	All gum, tar, grease, and other soils shall be removed. Risers and thresholds shall be free from trash, both in open areas and in inaccessible areas such as corners and along edges. If the finish is used on stairway risers, there shall be no buildup of finish or accumulations of dirt in layers of finish.
HANDRAILS CLEANING: Handrails of elevators and stairways shall be cleaned according to the schedule by dusting and/or damp wiping with appropriate cleaning agents.	Handrails shall be free from fingerprints, dirt, smears, smudges, splashes, spots, stains, streaks, and other unsightly omissions and shall present a uniformly clean appearance.
ELEVATOR CAB CLEANING: All surfaces within the cab, ceilings, walls, tracks, and doors at each landing. Bright metal, vertical surfaces, and floors shall all be cleaned according to the particular specification that relates to the type of cleaning to be accomplished.	All surfaces of the elevator cab and other parts of the elevator shall be thoroughly cleaned and shall conform to the standards outlined for each surface i.e. floors, walls, metal, horizontal and vertical surfaces, etc.
WINDOWS AND GLASS CLEANING: Shall be cleaned according to schedule. Cleaning solution used must not be harmful to metal trim, rubber gaskets, or putty holding glass in place. All spills, splashes and drips shall be wiped clean and dry from surrounding walls, floors, and furnishings. Cleaning shall be scheduled and performed as to provide the least inconvenience to building occupants. All cleaning must be done in compliance with safety and other local laws and regulations.	Drips, spills, splashes and the like which result from the process of cleaning windows and glass shall be cleaned up as soon as possible.
INTERIOR WINDOW CLEANING: Interior windows below shall be cleaned on the inside according to schedule. It is anticipated that some special equipment may be needed to perform some of the tasks. The Contractor shall provide the special equipment needed.	Windows shall be free from dirt, grime, smears, fingerprints, smudges, water spots, or streaks film and chemical residues. Metal trim, bases, edges, and frames shall be wiped clean and dry.
EXTERIOR WINDOW CLEANING: Interior windows below shall be cleaned on the inside according to schedule. It is anticipated that some special equipment may be needed to perform some of the tasks. The Contractor shall provide the special equipment needed.	Windows shall be free from dirt, grime, smears, fingerprints, smudges, water spots, or streaks film and chemical residues. Metal trim, bases, edges, and frames shall be wiped clean and dry.
DOORS, PARTITIONS, AND DISPLAY CASE CLEANING: All glass doors, partitions, and display cases shall be cleaned according to schedule. Metal trim shall be included in the cleaning process	Glass shall be free from dirt, grime, smears, fingerprints, smudges, water spots or streaks, film, and chemical residues. Metal trim, bases, edges, and frames shall be wiped clean and dry.
BRASS CLEANING: Brass surfaces shall be cleaned according to the schedule by dusting and/or damp wiping with a soft cloth. At no time shall cleaning agents be used.	Brass surfaces shall be free from fingerprints, dirt, smears, smudges, splashes, spots, stains, streaks, and other unsightly omissions and shall present a uniformly clean appearance
CAFÉ CLEANING: Clear clutter off counters, start and or empty the dishwasher and the dish drainer and wash dishes. ..Dust the tops of the	The Café shall be thoroughly cleaned and shall conform to the standards outlined for each surface i.e. floors, walls, metal, windows,

TECHNICAL SPECIFICATIONS	PERFORMANCE STANDARDS
<p>fridge and cabinets, Scrub down the exterior of cabinets and appliances. Clean anything else that stays out on your counters. Wipe down and sanitize counters. Scrub down and polish sinks and faucets. Empty trash and recycling bins. Wipe down and sanitize tables and chairs. Wipe floor mats, sweep and mop the floors.</p>	<p>horizontal and vertical surfaces, etc. be free from dirt, grime, smears, fingerprints, smudges, water spots, or streaks film and chemical residues. Metal fixtures, trim, bases, edges, and frames shall be wiped clean and dried.</p>
<p>UTILITY WORK: This category of job specification refers to those chores that are deemed necessary to be performed from time to time when the need arises for them to be performed.</p> <ul style="list-style-type: none"> • EMERGENCY JANITORIAL SERVICES: Emergency services may include but are not limited to cleaning up spills, leaks, floods, sickness, animal wastes, breakage, etc. In the event an emergency situation is of such magnitude that regularly scheduled tasks cannot be accomplished, AlexRenew Contract Manager shall be so informed. • SPECIAL JOBS: Special cleaning for special functions cleaning of an area after repairs or refurbishing, restocking soap/towel dispensers in kitchens, break rooms, waiting/reception rooms, etc. 	<p>Services shall be judged according to the nature of the procedure (i.e. separate standards apply to each function) and on the responsiveness to the situation</p>

Frequency of JANITORIAL SERVICES

Building	Frequency of Service
Building G	
Restrooms	once a day/7 day a week
Café all surfaces	once a day/7 day a week
Locker Room	once a day/7 day a week
Laboratory office area	once a day/7 day a week
New bldg. G conference room	once a day/5 day a week
Hallways	once a day/7 day a week
Café Windows	Twice a year (Spring and Fall)
Café Dishwasher Need to start and/or empty the dishwasher as needed	once a day/7 day a week
Café refrigerator, microwave, coffee maker, and other appliances (exterior)	once a day/7 day a week
Café refrigerator and microwave (inside)	Quarterly
Offices	once a day/7 day a week
Control Room	once a day/7 day a week
Building A	
Restrooms only	once a week
Building C	
Restrooms only	once a week
Building L	
Restrooms	once a day/7 day a week
Control Room	once a day/7 day a week
EC	
Restrooms	once a day/5 days a week, excluding AlexRenew-observed holidays
Café - all surfaces	once a day/5 days a week, excluding AlexRenew-observed holidays
Hallways	once a day/5 days a week, excluding AlexRenew-observed holidays
Windows	Twice a year (Spring and Fall)
Café refrigerator, microwave, coffee maker, and other appliances (exterior)	once a day/5 days a week, excluding AlexRenew-observed holidays
Café Dishwasher Need to start and/or empty the dishwasher as needed	once a day/5 days a week, excluding AlexRenew-observed holidays
Café refrigerator and microwave (inside)	Quarterly
Offices	once a day/5 days a week, excluding AlexRenew-observed holidays

PART THREE– PROPOSAL AND SUBMISSION REQUIREMENTS

A. Instruction for Proposal Submission:

1. Proposals must be submitted in hard copy, one (1) fully executed original copy of the proposal and five (5) additional photocopies of the original, six (6) copies total. In addition, offerors must submit two (2) exact electronic copies of the original Proposal on a 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. Proposals shall be submitted by hand in a sealed envelope no later than the time and date deadline specified in this solicitation
3. 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 the AlexRenew website and on eVA. It is the responsibility of the offerors to monitor the webpage for addenda.
4. The offeror's 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 10 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.
5. 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 21-003 – Janitorial Services).
6. The original and copies of the proposals shall be labeled appropriately.
7. 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.
8. 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.

B. Instruction for Proposal Preparation:

1. It is the offeror's responsibility to clearly 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.
2. Unnecessary elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required.
3. Offerors shall address each of the specific evaluation criteria listed below. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and rejected.
 - a. Technical expertise and firm's core capacity in the provision of services required under this solicitation:

1. Cover Letter and Summary - Max 2 pages

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. Address compliance with the minimum qualification as stated in Part Three of this solicitation. Max 2 pages

- a. Provide a detailed description of at least five (5) contracts awarded to your firm by either public or private entities for commercial janitorial services performed for 120,000 sq. ft. or larger facilities with similar scope to this RFP;
- b. Evidence of Compliance with Bonding and Insurance Requirements: Submit an insurance checklist signed by the underwriter and a letter from the surety company attesting that your firm is capable of furnishing 100% of the Contract Amount performance bond; and

3. Organizational Profile: Max 6 pages

- c. Number of years in business and number of years involved in commercial janitorial services
- d. Total number of employees, and number of employees dedicated to the services described in this RFP;
- e. Total number of clients to which you are providing commercial janitorial services;
- f. Total number of clients with similar size and characteristics to AlexRenew, and number of signed contracts in progress;
- g. Submit a copy of your employee recruitment, retention, and training processes;
- h. Submit a copy of your employee handbook, including termination and grievance procedures;
- i. Payroll frequency and types of benefits offered to employees;
- j. Identify and describe any union affiliations and or collective bargaining Contracts your firm may have;
- k. What is unique and distinguishing about your firm?
- l. Has your firm, either currently or in the past, been involved in any litigation, bankruptcy, or reorganization for any reason? If so, provide dates and resolutions.

4. Labor, Supplies, and Equipment Listings. – Use forms provided with the solicitation

- a. **Labor:** Provide a staffing plan that clearly outlines assigned tasks and reporting structures.
- b. **Material:** Provide a full list of all materials and consumables proposed by the Offeror. Describe their use and selection rationale, including how they will meet or exceed the sustainability requirements of this RFP.

- c. **Equipment:** Provide a list of all equipment (where applicable) owned or leased by the Offeror. Describe the age, function, and capability of all equipment proposed. Describe how they will meet or exceed the sustainability requirements of this RFP.

5. Detailed Work Plan. Max 3 pages

This section shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the offeror understands AlexRenew's objectives, work requirements, and offeror's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the offeror's ability to meet AlexRenew's schedule, outlining the required services.

- a. **Communication:** a description of the Offeror's communication system including how the Offeror may be contacted, telephone availability, emergency response communications, and delivery of documents and reports. A description of how the Offeror will communicate with its subcontractors and AlexRenew, and a description of how communications will be recorded and documented.
- b. **Scheduling and Coordination:** A description of how the Offeror will coordinate, prioritize, and schedule work to ensure that schedules are met and that problems and issues are resolved efficiently and in a timely manner. An explanation of how the Offeror will maximize cost-effectiveness through coordinated work.
- c. **Administration of Work:** A description of how the Offeror will maintain document control and coordinate staff to provide effective, timely, and efficient services to AlexRenew. Describe how invoices will be submitted correctly and in a timely manner.

6. Customer Service Plan - Max 3 pages

- a. **Customer Service Model:** Describe your firm's customer service model. What are your customer service standards?
- b. **Communications:** Describe how a customer inquiry is received, processed, and resolved.
- c. **Evaluations and Measurement:** Describe how your firm captures customer satisfaction data and how they are analyzed and used?
- d. **Safety Plan** – provide a copy of your firm's safety and training policies and procedures.
- e. **Billing:** Describe your billing procedures and how you resolve billing discrepancies?

7. Proposed Innovations. Max 2 pages

Offerors may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide AlexRenew with better service delivery. In this section of the proposal discuss ideas, innovative approaches, or specific concepts that would provide benefit to AlexRenew.

8. Proposal Exceptions. Max 2 pages

This section shall discuss changes that the offeror has to AlexRenew's RFP conditions, requirements, and sample contract. If there are no exceptions noted, it is assumed the offeror will accept all conditions and requirements identified in Part Six – "Sample Contract". Items not excepted will not be open to later negotiations.

Offerors shall clearly identify each proposed change to the sample contract along with reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into consideration in evaluating proposals. Proposals that take substantial exceptions to the terms and conditions of the Sample Contract may be determined by AlexRenew, at its sole discretion, to be unacceptable and no longer considered for award.

9. Legal Issues

Are 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 firm at this time? If yes, please explain. Please disclose any claims in the past 5 years, including safety violations.

2. Cost of services. Use forms provided with the solicitation

Cost information is relevant for the determination of whether the fee is fair and reasonable in light of the services provided. Provision of this information will assist AlexRenew to determine the Offeror's understanding of the RFP requirements and provides staff with tools to negotiate the cost. Offerors shall use the accompanying worksheet to provide cost proposals as well as a list of their proposed equipment and material. Offerors shall include any other cost and price information for additional services that may be added to the negotiated contract.

PART FOUR– EVALUATION CRITERIA AND REVIEW PROCESS

A. Basis of Award:

This Request for Proposal (RFP) is being utilized for competitive negotiation. Under the competitive negotiations process, a contract may be awarded to the responsible offeror whose offer is determined to be the most advantageous to AlexRenew, taking into consideration the price and the evaluation factors set forth in the RFP.

B. Evaluation Process

1. A Selection Advisory Committee (SAC) has been established to review and evaluate all proposals submitted in response to this RFP. SAC shall conduct an evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed in Paragraph C of this Section. SAC will then shortlist those offerors that have made the best proposal for oral presentations.
2. AlexRenew Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
3. Proposals that, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the requirements of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning the same will be conducted.
4. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the AlexRenew Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offeror's most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
5. AlexRenew reserves the right to conduct site visitation, reference verification, require samples, require submission of audited financial statements, and any other such due diligence verification that may deem necessary to determine the qualifications of offerors.
6. The highest-ranking offeror(s) will be invited by the Purchasing Agent to make presentations to the Selection Advisory Committee members. The SAC will then conduct an evaluation of the offeror's presentations. AlexRenew reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
7. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, AlexRenew will select the offeror who, in their opinion, has made the best proposal, and shall award the contract to that offeror.

8. If a contract can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first will be formally terminated and negotiations conducted with the offeror ranked second, and so on through those offerors deemed fully qualified, responsible, and suitable until such a contract can be negotiated at a fair and reasonable price.
9. Should AlexRenew determine, at its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration following receipt and evaluations of proposals, AlexRenew may enter into negotiations with that offeror.
10. When AlexRenew has made a decision to award the contract and successfully completed the negotiation of the contract with such an offeror, the result of such a decision will be posted on the AlexRenew website.

C. Evaluation Criteria

The Selection Advisory Committee (SAC) will review and evaluate each proposal and a shortlist will be made based on the merits of the proposals submitted. The following criteria will be used for evaluation purposes in determining the shortlist:

Factor	Max. Points
Quality, performance, and effectiveness of the service solution proposed by the Offeror	20 pts
Capability, knowledge, and experience of the firm and its proposed team	20 pts
Offeror's financial and organizational stability	20 pts
Offeror's prior record of performance, including compliance with laws, policies, and regulations with AlexRenew and/or others	20 pts
Quality Control and Customer Service	20 pts
Cost of Services Proposals will be assigned points according to the following formula: (Lowest Offeror's fee ÷ Next Offeror's fee) x 20 points = Offeror's points.	30 pts
Overall quality and completeness of proposals	20 pts
Compliance with contractual terms and conditions	Pass/fail

PART FIVE – PROPOSAL FORM AND EXHIBITS

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REQUEST FOR PROPOSALS NUMBER 21-003

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.

SUBMITTED BY: (Legal Name Of Entity)	
FORMER NAMES: (Insert all other names that this entity has been known by in the past twenty (20) years)	
AGE OF THE ENTITY: How many Years this entity has been in business under the current name?	
PRINCIPAL PLACE OF BUSINESS:	
REMITTANCE ADDRESS:	
LOCAL OFFICE ADDRESS/MAILING ADDRESS:	
TELEPHONE NO.	FAX NO.
CORPORATE WEBSITE	
DUNS NUMBER:	
FORM OF ORGANIZATION: _____CORPORATION; _____GENERAL PARTNERSHIP; _____UNINCORPORATED ASSOCIATION; _____LIMITED LIABILITY COMPANY; _____LIMITED PARTNERSHIP; _____SOLE PROPRIETORSHIP	
WHERE THE ENTITY WAS FORMED: (INSERT NAME OF STATE) _____	
OFFEROR'S STATUS PLEASE INITIAL ONE: _____MINORITY OWNED; _____WOMAN OWNED; _____NEITHER	
IDENTIFICATION NO. ISSUED TO THE FIRM BY SCC: If Offeror is exempt from the SCC authorization requirement, the it shall include a statement on the entity's letterhead with its proposal certifying their exemption from this _____	

requirement.	
NOTE: If the answers to any questions below are yes, use additional pages to provide detailed description of the situation and or provide full documentation	
DEBARMENT, DISQUALIFICATION AND OR SUSPENSION: 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?	_____ YES; _____ NO
CLAIMS/FINAL RESOLUTION/JUDGMENTS 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
TERMINATION/FAILURE TO COMPLETE Has the Offeror ever been terminated for work awarded to it in the last five (5) years? 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
BREACH, DEFAULT, DEBARRED: 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
RELEASE FROM CONTRACT PROPOSAL, PROPOSAL OR AWARD: Has the Offeror filed a request to be released from a Proposal, proposal, selection or award of any contract within the last five (5) years? If yes, please explain the circumstances.	_____ YES; _____ NO
FAILURE TO EXECUTE A CONTRACT: Within the last five (5) years, 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
BANKRUPTCY: Has the Offeror filed for bankruptcy in the last seven (7) years or is your firm currently the debtor in a bankruptcy case? If yes, please explain the circumstances	_____ YES; _____ NO
CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES Provide the name and address of the person designated by the Offeror to receive notices and other communications (Refer to the Sample Contract 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 that need such protection prior to submission of such data and material, and state the reasons why protection is necessary. Please mark one:

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

() **No**, the Proposal 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 Proposal containing such data or materials:

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

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

CERTIFICATION OF NON-COLLUSION:

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

CONFLICT OF INTEREST:

The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature or work under the contract and the 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. CONTRACT 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 Proposal 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.

NAME OF AND TITLE OFFEROR'S REPRESENTATIVE

SIGNATURE OF OFFEROR'S REPRESENTATIVE

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
	15	MISCELLANEOUS E&O	\$1 MILLION PER OCCURRENCE/CLAIM
	16	MOTOR CARRIER ACT END. (MCS-90)	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
	17	MOTOR CARGO INSURANCE	
	18	GARAGE LIABILITY	\$1 MILLION BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
	19	GARAGE KEEPERS LIABILITY	\$500,000 COMPREHENSIVE, \$500,000 COLLISION
	20	INLAND MARINE-BAILLIE'S INSURANCE	\$
	21	MOVING AND RIGGING FLOATER	ENDORSEMENT TO CGL
	22	DISHONESTY BOND	\$
	23	BUILDER'S RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF CONTRACT
	24	XCU COVERAGE	ENDORSEMENT TO CGL
	25	USL&H	FEDERAL STATUTORY LIMITS
X	26	CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT	
X	27	NOTICE OF CANCELLATION, NONRENEWAL, OR MATERIAL CHANGE IN COVERAGE SHALL BE PROVIDED TO 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 SIX - 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 of 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.

For a question to be considered, the subject line of the email must state the following: RFP No. 21-003 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 May 24, 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 another person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written addendum to this solicitation posted on the AlexRenew website.

3. COMPETITIVE NEGOTIATION PROCESS

This solicitation was issued using the Competitive Negotiation process, as defined and authorized in The Virginia Public Procurement Act (VPPA) § 2.2-4302.2. 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.

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.

4. 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.

5. DEBARMENT STATUS

The offeror shall indicate, in the space provided on the Proposal Form, whether or not it, any of its principals, agents, or any persons associate 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 rejection of the proposal.

6. 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.

7. 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.

8. 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 due date and time of the Proposals.

9. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION

Multiple proposals received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that 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.

10. CONTRACT AWARD IN THE BEST INTEREST OF ALEXRENEW

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

11. NOTICE OF DECISION TO AWARD

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

PART SEVEN – INSURANCE AND BOND 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 Contract covering the work entered into between AlexRenew and the Contractor.

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

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

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

1. **Workers Compensation** - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers' liability with limits of \$100,000/100,000/500,000. AlexRenew will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
2. **Commercial General Liability** - \$2,000,000 combined single limit coverage with \$4,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations. Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - A. General aggregate limit is to apply per project;
 - B. Premises/Operations;
 - C. Actions of Independent Contractors;
 - D. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
 - E. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract. The general aggregate limit shall apply to this Contract;
 - F. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;
3. **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.

PART EIGHT– SAMPLE CONTRACT

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

STANDARD AGREEMENT FOR SERVICES

AGREEMENT NO. 21-003

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 SERVICE AGREEMENT ("Agreement"), Alexandria Renew Enterprises ("AlexRenew"), and _____, a state of _____, authorized to conduct business in the Commonwealth of Virginia with a principal place of business located at _____ ("Contractor"), for the consideration specified hereinafter specified, agree as follows:

WITNESSETH:

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

WHEREAS, as a result of this award, AlexRenew may, at its sole discretion, authorize the Contractor to perform janitorial and related services, which is detailed in Exhibit A - Scope of Services ("Services")

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

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

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

ARTICLE 1. INTERPRETATION of AGREEMENT

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

Exhibit A –Scope of Services
Exhibit B – Contract Rates
Exhibit C - Regulated Material

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

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. AlexRenew will issue Purchase Orders to encumber funds and authorize the purchase of services in accordance with Contract Rates, and approved schedule.
- b. The Agreement does not obligate AlexRenew to purchase a 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 a result of having provided this estimate or having had any normal or otherwise measurable requirements in the past. AlexRenew may require more goods and services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and or rates in the Agreement.

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

2. Fees and Charges

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

3. Adjustment in Fees and Charges

The labor rates shall be applicable during _____ Agreement Term.

Fees and charges may be adjusted for the Subsequent Agreement Term; however, the Contractor agrees that it shall not increase the rates more than once during any twelve (12) month period during the Agreement Term. No such increase shall exceed the percentage of change in the U.S. Department of Labor Quarterly Employment Cost Index for the 3-month period ending in September of each year of the Agreement or three percent (3%), whichever is lesser. 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.

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.

d. Invoice Procedures

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

- 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, and, if applicable.
- iii. Quantity, unit, and extended pricing for each line item
- iv. Applicable Purchase Order.
- v. This Agreement number.
- vi. Include all necessary backup documentation as requested by AlexRenew.

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

e. 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 thirty (30) days after receipt of a correct (as determined by the Contract Manager) invoice by AlexRenew.

f. Taxes-Federal, State and Local

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

g. Miscellaneous Payment Requirements

Amounts charged to AlexRenew for Services purchased by the Contractor for resale without modification, shall not exceed the amount paid by the Contractor for such services, except as specified below:

For subcontracted goods and services provided by others, or for purchased material or equipment for use on behalf of AlexRenew in connection with the services, the Contractor may include a mark-up not to exceed two percent (2%) of a subcontracted service or purchased material or equipment. Any mark-up is intended to reimburse the Contractor for administration and management of the subcontract, material or equipment. Such mark-up is not intended as profit.

The Contractor may include a mark-up in lieu of the labor costs associated with subcontracted services, but may not charge AlexRenew both direct labor and mark-up for the same service.

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.

h. Compensation Warranty

The Contractor warrants the compensation set forth in Exhibit C is comparable to that currently extended to other municipal utility customers for the same or similar Services. If, in order to comply with the warranty, set forth in this Article, the Contractor reduces its fee, cost or expense schedule during the term of this Agreement, it shall notify AlexRenew, in writing, within five (5) business days of such event. Upon notification, Exhibit B will be immediately updated and will apply for all goods and services furnished by the Contractor from the date of the notice required herein.

i. 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.

1. Scope of Work

The Contractor shall properly manage and monitor the performance of janitorial services and shall deploy sufficient personnel of appropriate qualifications, competence, and experience to furnish the required Services. The Contractor shall provide all the necessary supplies, consumables, equipment, and tools to accomplish the tasks at hand.

2. Silence of Specifications

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

3. Contractor's Performance

The Contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor shall schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facility, not merely surface cleaning. Specifically, thorough high and low dusting of all areas as described in the scope of work, floors shall be thoroughly swept, mopped, waxed, and buffed for a glossy shine, carpeted floors are to spot clean, carpeted floors shall be completely and thoroughly vacuumed and deep extraction shampooed, (leaving no dirt, gum, stains or any another substance in the carpet) glass entrance doors, exterior/interior windows shall be cleaned to where all traces of film, dirt, smudges, streaks, and water spots are removed, spot cleaning of smudges, smears, grease marks. Etc. from walls, doors, including handles, push bars, kick plates, light switches, and electrical outlet cover plates and the restroom facilities are to be cleaned, sanitized and fixtures polished to approach the sanitary levels of a hospital. The Contractor shall at all times provide adequate supervision of Contractor's employees to ensure complete and satisfactory performance of all work in accordance with the terms of this Agreement.

4. Unsatisfactory Performance

The Contractor hereby acknowledges and agrees that failure to deliver timely and quality services in strict accordance with the requirements of this Agreement is a material breach of the Agreement resulting in damages to AlexRenew, the total sum of which would be impracticable or difficult to ascertain as of the Effective Date of the Agreement. As an estimate of the minimum amount of damages AlexRenew will suffer,

Where the Contractor has been notified of a failure in accordance with the Agreement requirements AlexRenew may: (a) direct the Contractor, to remedy the failure at his own expense within such time as may be specified by AlexRenew; and/or (b) withhold or reduce payments to the Contractor, in such an amount as AlexRenew reasonably deems appropriate in each particular case. Exhibit A contains a list of unsatisfactory service or nonperformance and its associated deduct amounts.

5. AlexRenew's Acceptance

AlexRenew will accept or reject the services in accordance with the acceptance criteria specified in Exhibit A. Services are deemed accepted, unless AlexRenew determines in good faith that the Services do not meet the standards or performance contained in Exhibit A. In such an event, AlexRenew will request the Contractor to correct any defective or non-conforming services at no cost to AlexRenew. AlexRenew will not unreasonably withhold acceptance.

6. Conservation of Utilities

The Contractor shall make sure that Contractor's employees practice utilities conservation. The Contractor shall be responsible for operation under conditions that prevent the waste of utilities to include the following: a). Lights shall be used only in the areas where work is actually being performed and turned off when the area has been cleaned. b). Employees shall not adjust mechanical equipment controls for heating, ventilation, or air condition systems.

7. Protection and Restoration

The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

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 ____ (____) years ("Initial Agreement Term"), subject to any modifications as provided in the Agreement. Upon satisfactory performance by the Contractor, AlexRenew, in its sole discretion, may extend this Agreement for up to ____ (____) 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 terms. In addition, the performance of the Purchase Order issued during the term of this Agreement may survive the expiration of the term of this Agreement, in which case all contractual terms and conditions required for the operation of such Purchase Order shall remain in full force and effect until all of the Contractor's obligations pursuant to such Purchase 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.

2. Contract Kick-Off Meeting

Within seven (7) days of the 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 Contract. 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 Contract. The time and location of this meeting will be coordinated with the Contractor and other meeting participants by the AlexRenew.

3. 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.

B. 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 Contract 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 the 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. A written notice will be provided to the Contractor as soon as possible after such action is completed.

4. Effect of Termination

Upon termination, AlexRenew shall not have any future liability except for those deliverables that were accepted by AlexRenew prior to the termination date.

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

ARTICLE 4. INDEMNIFICATION, INTELLECTUAL PROPERTY, SECURITY AND LIABILITY

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. Ownership of Intellectual Property

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

C. 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.

D. Security Compliance

The Contractor 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 shall also comply with all applicable federal, state and local laws and regulations. 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.

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 Contract 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 and the Program, 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 Indemnitees from and against loss or damage, including but not limited to, AlexRenew's 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 Contract 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 11 in all subcontracts entered into by the Contractor.

H. Liens

AlexRenew's interest in any site at which the work or services under this Agreement is to be provided, whether in fee simple or easement, 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 Contract until the Contractor assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract 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 Contract, 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 in Subsection c above.

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 Contract 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 the Program, 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 the 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 Indemnitees 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.

J. Spills

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

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

connected with the Spill.

ARTICLE 7. CONFIDENTIALITY REQUIREMENTS

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-Product produced by the Contractor under this Agreement shall be clearly and conspicuously marked "Privileged Work Product-Prepared at the Request of AlexRenew." No communications (including electronic mail) on behalf of AlexRenew or pursuant to a request or demand received from outside of AlexRenew (including demands made by governmental agencies) shall be made without a prior written consent of AlexRenew.

ARTICLE 8. CONTRACTOR PERSONNEL

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 (iii)

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

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

4. 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 the Purchasing Agent prior to the execution of the Agreement and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.
5. 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 Contract 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 Contract extension thereafter.
6. 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.
7. Contract Identification – All documentation and copies of endorsements required hereunder shall state the Agreement's number and title.
8. Certificate Holder - The Certificate Holder must be identified as:

**Alexandria Renew Enterprises
c/o Purchasing Agent
1800 Limerick Street
Alexandria, Virginia 22314**
9. 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.
10. 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.

11. 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.
12. 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.
13. 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.
14. 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

1. 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.

2. Captions

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

3. 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 an AlexRenew Authorized Representative, which consent may not be unreasonably withheld.

4. 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 Contract.

5. 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.

6. Partial Invalidity

If in any instance, any provision of this Agreement shall be determined to be invalid or

unenforceable under any law or regulation, such provision shall not apply in such instance, but the remaining provisions hereof shall be given effect in accordance with their terms.

7. 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.

8. No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by AlexRenew to which sovereign immunity may be applicable or of any rights or limits to liability existing under the Virginia Code. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

9. Attorneys' Fees

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceeding.

10. Arbitration

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

11. 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 Contract, will survive the termination of the Agreement.

12. Severability

In the event any one or more of the provisions contained in this Agreement is, 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.

13. 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:

TBD

TO ALEXRENEW:

Alex Rigby, Contract Manager
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 physical or email addresses for the delivery of such notices have 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.

14. Authority and Validity of Signatures

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

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

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

ALEXANDRIA RENEW ENTERPRISES

CONTRACTOR

By: _____
Karen L. Pallansch, Chief Executive
Officer

Date: _____




By: _____

[Name, Title]

Date: _____

-INTENTIONALLY LEFT BLANK-

Legend

-  Environmental Center
-  Nutrient Management Facility
-  Water Resource Recovery Facility

