

AlexRenew
1800 Limerick Street
Alexandria, VA 22314
alexrenew.com

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Invitation to Bid (ITB) for:

**Crane Hoist Inspection, Testing, and Repair
Services**

ITB-25-020

March 18, 2025

Bids shall only be submitted electronically on www.eVA.Virginia.gov in accordance with Instructions to Bidders on or before 2:00 PM ET, April 22, 2025. Paper copies will not be accepted. AlexRenew will conduct an optional Pre-bid Session and Site Tour for this solicitation on March 25, 2025 10:00 AM to 12:00 PM ET at AlexRenew's Environmental Center, Conference Room 600. Bidders intending to attend the Pre-bid Session and Site Tour shall wear PPE (safety shoes, hard hat, and safety vest).

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1 INSTRUCTIONS TO BIDDERS

1.1 Background

Established in 1952 by the Alexandria City Council, AlexRenew's mission is to clean wastewater to protect public health and Alexandria's waterways. AlexRenew is governed by an Alexandria City Council-appointed five-member citizen Board of Directors and is a political subdivision of the Commonwealth of Virginia created under the Virginia Water and Waste Authorities Act. AlexRenew is an independent, special-purpose government unit with administrative and fiscal independence from the City of Alexandria. AlexRenew serves more than 300,000 people in the City of Alexandria and parts of Fairfax County, Virginia. It currently maintains capital assets valued at approximately \$1.2 billion and treats approximately 38 MGD (up to 116 MGD during wet weather) of wastewater at its Water Resource Recovery Facility (WRRF), located at 1500 Eisenhower Ave in Alexandria, Virginia.

AlexRenew also maintains five pumping stations that convey the sewage in the collection systems to the treatment facility. These pumping stations are located throughout the City of Alexandria at the following addresses:

- Four Mile Run Pumping Station – 3650 Commonwealth Ave., Alexandria VA 22305
- Slater's Lane Pumping Station – 1701 Potomac Greens Dr. Alexandria VA 22314
- Potomac Yards Pumping Station – 1901 Potomac Yard Trail, Alexandria, VA 22301
- Mark Center Pumping Station – 4800 Mark Center Dr., Alexandria, VA 22311
- Innovation District Pumping Station – 3801 Potomac Ave, Alexandria, VA 22305

The purpose of this solicitation is to obtain bids from qualified sources to provide hoist, crane, and below-the-hook devices safety inspection and preventive and remedial maintenance services at the WRRF and AlexRenew's pumping stations in accordance with the specifications, terms, and conditions listed below.

1.2 Distribution of Solicitation Documents and Bidder's Responsibilities

The distribution of this Invitation to Bid (ITB), all addenda, and responses to questions will be posted to the AlexRenew website <https://alexrenew.com/procurement> and the Commonwealth of Virginia eVA website <https://mvendor.cgieva.com/Vendor/public/AllOpportunities.jsp>. The date and time of posting on AlexRenew website shall be the date and time of the official issuance or notification of the ITB or any modification to the solicitation process.

It is the bidder's responsibility to determine the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid. The bidder has an affirmative obligation to notify the Procurement Manager immediately upon discovery of any apparent or suspected inaccuracies, errors, or omissions.

1.3 Procurement Schedule

AlexRenew anticipates conducting the Procurement in accordance with the list of milestones outlined in Table 1.1. These milestones are subject to revision, and AlexRenew, at its sole discretion, reserves the right to modify the milestones as it finds necessary.

Table 1.1. Procurement Schedule

Date and Time	Activity
March 18, 2025	Issue ITB
March 25, 2025 10:00 AM to 12:00 PM ET	Pre-bid Meeting and Site Tour
April 8, 2025 by 2:00 PM ET	Deadline to Submit Questions
April 15, 2025	Last Day for AlexRenew to Issue Addenda
April 22, 2025 by 2:00 PM ET	Bids Due

Questions and Addenda

All questions related to this solicitation shall be submitted via email to AlexRenew's Point of Contact for the solicitation. AlexRenew's Point of Contact is the only individual authorized to discuss this solicitation with any interested parties, including Bidders. AlexRenew's Point of Contact for this solicitation is:

LaChelle Elliott
AlexRenew Procurement Specialist
purchasing@alexrenew.com

All e-mail communications to AlexRenew's Point of Contact from Bidders shall use the following subject line: ITB-25-020 Questions.

Questions should be succinct and must include the submitter's name, title, company name, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting AlexRenew staff other than the Procurement Manager.

No oral requests for information will receive a response and no questions will be considered if they are submitted after April 8, 2025 at 2:00 PM ET.

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

1.4 Competition Intended

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

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

1.5 Bid Form Submission

All bids shall be submitted through the eVA (eva.virginia.gov) Supplier Portal. Bid responses shall conform to instructions in this document. The required Bid Form provided in the solicitation must be fully completed and signed by a person authorized to make legally binding commitments on behalf of the bidder. Wet ink and electronic signatures are accepted. A bidder's failure to submit a bid with a fully completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, AlexRenew reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, AlexRenew may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

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

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

1.6 Exceptions

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

1.7 Nonconforming Terms and Conditions

If a bidder submits with its bid, alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for unresponsiveness. AlexRenew reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by AlexRenew of unresponsiveness as a result of the submission of nonconforming terms and conditions. Bidders are advised to submit any alternate terms and conditions prior to the question deadline. If AlexRenew finds proposed modifications acceptable, those modifications will be incorporated in a solicitation Addendum.

1.8 Alternate Bid

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

1.9 Informalities

AlexRenew reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, or delivery schedule of the services being procured. If insufficient information is submitted for AlexRenew to properly evaluate the bid by a bidder; AlexRenew reserves the right to require such additional information as it may deem necessary to after the bid opening time and date, provided that the

information requested does not change the price, quality, quantity, or delivery schedule for the goods and or services being procured.

1.10 Unbalanced and Conditional Bids

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

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

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

1.11 Discounts

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

1.12 Errors in Extension

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

1.13 Use of Brand Names; “Or Equivalent” Bid

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

For items not marked as “No substitute”, or items identified by the phrase “or approved equal,” AlexRenew has established the following procedure for determining the equivalency of a particular item:

Prior to the Question deadline, Bidder shall submit to AlexRenew its proposed item(s) for determination of their equivalency to the Brand Name(s) specified. Each proposed item must be described on a separate page, indicating the appropriate specification section number, product or fabrication or installation method to be replaced, and specifics of the proposed item. Bidder shall include technical information, photographs, brochures and the relevant data listed below that supports the proposed item and will permit the County to fairly determine acceptability of the item proposed such as:

- Product data, including drawings and descriptions of products and fabrication and installation procedures.
- Comparison of significant qualities of proposed substitution with those of the product specified.
- Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
- Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

Any approved item(s) will be added to the solicitation in the form of an Addendum to the solicitation. Bidders whose item(s) have not been approved will be so advised in writing simultaneously with the issuance of the Addendum.

1.14 Expenses Incurred in Preparing Bid

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

1.15 Site Investigation and Conditions Affecting the Work

- A. Each bidder acknowledges by submitting a bid that it has taken steps reasonably necessary to ascertain the nature and locations of the work of the solicitation, and that it has investigated and satisfied itself as to the general and local conditions and factors which can affect the work or its cost, including but not limited to:
 - 1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
 - 2. The availability of labor, water, electric power, and roads;
 - 3. Uncertainties of weather, floods, or similar physical conditions at the site;
 - 4. The conformation and conditions of the ground; and
 - 5. The character of equipment and facilities needed before and during work performance.
- B. Each bidder also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work publicly or otherwise available, as well as from the drawings and specifications made a part of this solicitation. Any failure of a bidder to take the actions described and acknowledged in this paragraph will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to AlexRenew.
- C. The locations of existing utilities, including underground utilities, which may affect the work, are indicated on the drawings or in the specifications insofar as their existence and location were known at the time of preparation of the drawings. However, nothing in these drawings or specifications shall be construed as a guarantee that such utilities are in the location indicated or that they actually exist, or that other utilities are not within the area of operations. The bidder shall make all necessary investigations to determine the existence and locations of such utilities. The bidder will be held responsible for any damage to and maintenance and protection of existing utilities and structures, of both public and private ownership. However, if it is determined that such existing utility lines or structures require relocation or reconstruction or any other work beyond normal protection or as called for in the Contract Documents, then such additional work will be ordered under the terms of the clause entitled "Changes in Work."
- D. AlexRenew assumes no responsibility for any conclusions or interpretations made by the bidder based on the information made available by AlexRenew. AlexRenew assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of the contract, unless that understanding or representation is expressly stated in the Contract.

1.16 Qualification of Bidders

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the AlexRenew Procurement Manager that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material, or goods specified herein in a satisfactory

manner. Each bidder may also be required to provide past history and references which will enable the AlexRenew Procurement Manager to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection by AlexRenew.

1.17 Debarment Status

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

1.18 New Material

Unless otherwise provided for in this solicitation, the bidder represents and warrants that the goods, materials, supplies, or components offered to AlexRenew under this solicitation and any resulting contract are new, not used or reconditioned, and are not of such age or deterioration as to impair their usefulness or safety, and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the bidder believes that furnishing used or reconditioned goods, materials, supplies or components will be in AlexRenew's interest, the bidder shall notify the AlexRenew Point of Contact in writing prior to question deadline indicated above. The notice shall include the reasons for the request and any benefits which may accrue to AlexRenew if AlexRenew authorizes the bidding of used or reconditioned goods, materials, supplies or components.

1.19 Trade Secrets or Proprietary Information

Trade secrets or proprietary information submitted by a bidder 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 bidder 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 Bids 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 bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

1.20 City of Alexandria Business License

Bidders must comply with the City of Alexandria business license requirements, if applicable. Please refer to <https://www.alexandriava.gov/finance/info/default.aspx?id=1838>.

1.21 Authority to Transact Business

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

the bids or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

1.22 Virginia Contractor License

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

- a. Prior to award of contract for performing or managing construction, removal, repair or improvements is for \$120,000 or more, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve (12) month period is \$750,000 or more, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS A CONTRACTOR."
- b. Prior to award of contract for performing or managing construction, removal, repair or improvements is for \$10,000 or more, but less than \$120,000, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve (12) month period is \$150,000 or more, but less than \$750,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS B CONTRACTOR."
- c. Prior to award of contract performing construction, removal, repair or improvements is for \$1,000 or more, but no more than \$10,000 or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve (12) month period is less than \$150,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS C CONTRACTOR." Class C contractors shall not include electrical, plumbing, and heating, ventilation and air conditioning contractors.

1.23 Withdrawal of Bids Prior to Bid Opening

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

1.24 Withdrawal of Bid from Consideration after Bid Opening

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

1.25 Interest in More than One Bid and Collusion

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

believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

1.26 Contract Award in the Best Interest of AlexRenew

AlexRenew reserves the right to accept or reject bids, waive informalities or irregularities therein and to contract as the best interest of AlexRenew may require in order to retain the firm that best meets the needs of AlexRenew, as expressed in this ITB. Selection of a bid does not mean that all aspects of the bids are acceptable to AlexRenew. AlexRenew reserves the right to negotiate the modification of terms and conditions with the bidders 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.

1.27 Method of Award

AlexRenew will make the award for this solicitation to the lowest responsive and responsible bidder. However, AlexRenew reserves the right to make the award to multiple bidders if guidelines for assigning orders to multiple awardees are provided in this solicitation.

The lowest bidder will be determined by: the Grand Total Bid Price as calculated on the Bid Form entered by the bidder as a bid in response to this solicitation.

1.28 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.

1.29 Condition of the Rider Clause

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

2 SCOPE OF WORK/SPECIFICATIONS

2.1 Bidder's Minimum Qualifications

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

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

- a. Bidders shall have at least seven (7) years of experience performing hoist and crane inspection, testing, and preventive and remedial maintenance experience.
- b. At the minimum bidders shall also have the ability to write clear, legible, and complete inspection, testing, and maintenance reports and follow proper documentation procedures.
- c. Bidders shall have at least two (2) mechanics that will be assigned to this Contract that meet the training requirements of Crane Manufacturers Association of America (CMAA). Bidders shall submit training and certification records with their bids. Only designated personnel may perform the required maintenance and repairs.

2.2 Scope of Services

All bids must be made on the basis of, and either meet or exceed, the requirements contained herein. All bidders must be able to provide:

- a. Inspection and Testing
 1. The Contractor shall furnish all labor, materials, supplies, supervision, and transportation to provide crane safety inspection and preventive and remedial maintenance services.
 2. The Contractor shall perform preventive maintenance services in accordance with the hoist and crane manufacturer's recommendations. If any deteriorated components or unsafe conditions are detected during the required inspections, the Contractor shall complete all necessary repairs to ensure equipment safety, before the crane is allowed to be used. The requirements of 29 CFR 1910.147, the control of hazardous energy or lockout/tagout, shall be used to de-energize the crane.
 3. All work under this Contract shall be in accordance with:
 - OSHA regulations, specifically 29 CFR 1910.179, Overhead and Gantry Crane;
 - American National Standard Institute (ANSI) / American Society of Mechanical Engineers (ASME) Safety Code for Overhead and Gantry Cranes, ANSI B30.2;
 - Manufacturer's recommendations and industry best practices; and
 - All applicable Federal, state, and local rules, regulations and requirements.
 4. By way of illustration and not limitation, the inspection shall include the following:
 - Functional operating mechanism for maladjustment;
 - Detrition or leakage in lines, tanks, valves, drain pumps, and other parts of air or hydraulic systems;

- Hooks with deformation or cracks;
 - Hoist chains and end connections for excessive wear, twist, or distortion interfering with proper function, or stretch beyond manufacturer's recommendations (visual);
 - Hoist chains and end connections for excessive wear, twist, or distortion interfering with proper function, or stretch beyond manufacturer's recommendations (written record with signature of inspector and date);
 - Running Rope and end connections for wear, broken strands, etc. (written record with signature of inspector, rope identity, and date);
 - Functional operating mechanisms for excessive wear;
 - Rope reeving according to manufacturers' recommendation;
 - Additionally, the following items need to be inspected:
 - Deformed, cracked, or corroded members
 - Loose bolts or rivets
 - Cracked or worn sheaves and drums
 - Worn, cracked, or distorted parts, such as pins, bearings, shafts, gears, rollers, locking, and clamping devices.
 - Excessive wear on brake-system parts, linings, pawls, and ratchets
 - Inaccuracies in load, wind, and other indicators
 - Electric or fossil fuel motors
 - Excessive wear of chain drive sprockets and excessive chain stretch
 - Deteriorated electrical components, such as pushbuttons, limit switches, or contactors
 - Hoisting and lowering
 - Trolley travel
 - Bridge travel
 - Limit switches, locking, and safety devices
 - Trip setting of hoist limit switches
 - Load test of not more than 125% of rated load
5. Below-the-Hook Lifting Devices – The Contractor shall ensure that the below-the-hook lifting devices are inspected.
6. Inspecting: By way of illustration and not limitation, the Contractor shall ensure that:
- Inspect devices for cracks, nicks, gouges, deformation, damage from chemicals, damage from engagement, or malfunction of latch (if provided), evidence of heat damage, etc.
 - The hook attachment and securing means are in working order, the wire-rope slings must be in safe working condition.
 - Note any deterioration that could result in an appreciable loss of original strength and determine whether further use of the sling would constitute a safety hazard.

If the inspection results in the discovery of unsafe equipment, that equipment shall be immediately removed from service. The Contractor shall provide a written estimate for repair and or replacement to the Contract Manager within twenty-four (24) hours following discovery of the unsafe conditions.

7. Marking: By way of illustration and not limitation, the Contractor shall ensure that:
- - The rated capacity of each lifting device shall be marked on the main structure where it is visible and legible.
 - If the lifting device comprises several items, each detachable from the assembly, each lifting device must be marked with its rated capacity.
 - At a minimum, a nameplate, name tag, or other permanent marker must be affixed displaying the following data: Manufacturer's name, lifting device weight, Serial number (if available), and rated capacity.
 - Proof of initial/periodic inspection label.
 - A re-rated lifting device must be relabeled with the new rated capacity.
 - Manual shutoff valves on individual pads or groups of pads must be marked to show operating position.
 - A label or labels must be affixed to each device in a readable position that displays the word CAUTION or other legend designed to bring the label to the attention of the operator. The label must also contain information cautioning against:
 - Exceeding the rated capacity or lifting loads not specified in the manufacturer's instruction manual
 - Operating a damaged or malfunctioning unit or a unit with missing parts
 - Operating when vacuum indicators show insufficient vacuum – Operating the unit when vacuum pads are not spaced for equal loading
 - Incorrect positioning of the lifting device on the load
 - Lifting people
 - Moving loads above people
 - Removing/obscuring warning labels
 - Operating the lifting device when the rated capacity, lifting-device weight, or safety markings are missing (except in cases where the device cannot, for security or other reasons, be marked).
 - Making alterations or modifications to the lifting device.
 - Lifting loads higher than necessary and leaving suspended loads unattended.
 - A label must be affixed to each unit that directs the user to consult the manufacturer's manual if the size or shape of the unit prohibits the inclusion of the above markings.
8. The examination and test report provided to AlexRenew shall specify the equipment inspected, date of inspection and testing, serial number or other identifier, location of the equipment and the results of such tests and examinations, along with remedial recommendations, non-binding cost estimate for the remedial maintenance, and any other pertinent information.
9. Inspection shall include a complete visual inspection, a complete non-destructive inspection of the aerial ladder, and all load, drift, and waterway tests in accordance of all Federal, State, and Local Laws. Regulations and manufacturer's guidelines and requirements.

10. No trainees shall be allowed to conduct the actual inspection.
11. All inspections to be coordinated with designated AlexRenew staff.
12. The Contractor shall report any defects found while inspecting the units. Upon completion of necessary repairs, the Contractor shall re-inspect the units and prepare an inspection report and certify in writing that the unit can be safely and efficiently operated.
13. AlexRenew, at any time during the term of this Contract, may add or delete like or similar equipment to the list. Any such additions and or deletions shall take effect on the date stated in the notice from AlexRenew, and shall be subject to the terms, conditions, pricing of this Contract.
14. List of crane equipment to be included under this Contract, is attached to this solicitation, however, it doesn't provide a guarantee of any particular inspection & testing services during the term of this Contract. The quantities may vary depending upon the actual needs of AlexRenew. The quantities specified herein are good faith estimates of usage during the term of this Contract.

b. Repair Services

1. Repair Services shall be provided on a time and material basis, in accordance with the Contract Rates. AlexRenew will reimburse the Contractor, on completion and acceptance of each equipment. The Contractor shall only invoice AlexRenew for those parts that were replaced. At the request of AlexRenew, the Contractor shall furnish the parts removed from AlexRenew's equipment.
2. The Contractor shall be responsible for all the logistical arrangements, costs, and expenses of equipment that require offsite repair work.
3. The Contractor's facility shall be in full compliance with all Federal, State and Local government regulations and permits for crane repairs and overhaul work.
4. Parts used for repairs shall be invoiced at the Contract discount rate. When requested by AlexRenew, the Contractor shall provide originals or certified copies of invoices issued by its supplier(s) detailing the materials used on the assigned job.
5. The Contractor shall provide a written estimate of the cost and time to complete the repairs and get the approval to proceed with the repairs, before commencing work. Payment will not be made for any work that has not been authorized.
6. The Contractor shall keep AlexRenew upraised of the work status and delays.
7. All parts and material provided by the Contractor shall be covered by the manufacturer's standard warranty. All services provided by the contractor shall be warranted for a minimum of six (6) months from the date of invoice payment by AlexRenew.
8. Copies of all warranties must be provided to AlexRenew.
9. In the event of an emergency repair request, the Contractor shall respond and initiate necessary actions within 24 hours of notification; nonemergency response within 72 hours. Responses to requests shall be submitted via e-mail to Angelo Franco, Planning Scheduling Analyst, at angelo.franco@alexrenew.com.

c. OEM Parts

1. The Contractor shall provide Original Equipment Manufacturer (OEM) parts and services.

2. The percentage discount bid must be a single percentage discount applicable to all parts and components. The percentage discount shall remain firm for the duration of the Contract. Bidders shall provide a copy of the Manufacturer's price list with their bid. Further, the Contractor shall provide a copy of the updated Manufacturer's price list each time a new price list is published.
3. Parts are purchased free on board (F.O.B.) Destination, freight prepaid to AlexRenew, located at 1500 Eisenhower Avenue, Alexandria, VA 22314. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. The Contractor shall include shipping and handling charges for the OEM parts and components with their written estimates.
4. Time is of essence, as such AlexRenew require OEM parts and components to be delivered no later than seven (7) days following placement of order by AlexRenew. Bidder having different timeframe, shall disclose it in the space provided in the Bid Form.

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3 CONTRACT TERMS AND CONDITIONS

THE PARTIES TO THIS STANDARD CONTRACT FOR SERVICES (“Contract”), AlexRenew and the Company indicated in the Notice of Award, duly authorized to do business in the Commonwealth of Virginia (“Contractor”), for the consideration specified hereinafter, agree as follows:

3.1 CONTRACT DOCUMENTS

The “Contract Documents” consist of this Contract and the following Attachments, all of which are made a material part of the Contract:

- Scope of Service, Specifications, Terms and Conditions of the Invitation to Bid;
- Bid of the successful Bidder (hereinafter “Contractor”),
- Notice of Award executed by AlexRenew,
- Purchase Orders (PO) issued by AlexRenew to encumber funds for expenditures under ITB No. 25-020

In the event of a conflict between or among this Contract and any documents affixed hereto, the terms and conditions of the Contract shall control. However, in the event of a conflict between or among the Contract and any Amendment made hereto, the terms of the Amendment shall control.

The Parties agree that the terms and conditions of the Contract are expressly contained herein and no representative or agent of either Party has made any representation or promise with respect to the Contract.

3.2 SCOPE OF WORK

The Contractor shall furnish all labor, materials and equipment for the Hoist, Crane and Below-the-Hook Devices Safety Inspection and Preventive and Remedial Maintenance Services as outlined in detail in the Scope of Work section of this Invitation to Bid, and all other work shown, described and required in Contract Documents (the “Work”). The Contract Documents set forth minimum Work estimated by AlexRenew and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth to fulfil the purpose of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of its Work.

3.3 CONTRACT PERIOD

The Contract term shall commence on the date of execution of this Contract by AlexRenew and shall continue until June 30, 2026, contingent on satisfactory performance by the Contractor. AlexRenew may renew this agreement for three (3) additional one (1) year periods (until June 30, 2030) by issuing a Notice of Renewal.

3.4 CONTRACT AMOUNT

AlexRenew will pay the Contractor on a monthly basis in accordance with the prices shown in Attachment B and the terms of Payment paragraph for the Contractor’s completion of the Work described and required in the Contract Documents, subject to the terms and conditions of the Contract and provided the Work is performed to the satisfaction and is accepted by the Contract Manager.

The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided for in this Contract. The Contract Amount includes all of Contractor’s costs and fees (profit).

3.5 CONTRACT PRICE ADJUSTMENT

The unit price(s), detailed in Attachment B, will remain firm until June 30, 2026. To request a price adjustment, the Contractor must submit a written request to the Contract Manager not less than sixty (60) days before the Price Adjustment Date. Adjustments to the Contract Amount, and unit price(s),

will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending June 30th of each year of the Contract.

Any Contract Amount and unit price(s) adjustments that result from this provision will become effective the day after the Price Adjustment Date and will be binding for the subsequent twelve (12) month period.

If the Parties have not agreed to a requested price adjustment at least thirty (30) days prior to the Price Adjustment Date, AlexRenew may terminate the Contract, whether or not AlexRenew previously extended the Contract term.

3.6 PAYMENT

AlexRenew will record payment terms as Net thirty (30) days, and shall pay the Contractor within thirty (30) days of the date of receipt of an approved invoice or the date of acceptance of the Work described in the invoice, whichever is later.

All invoices must comply in all respects with the Invoice Submission Instructions provided below, and any other terms and conditions of the Contract. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of all services purchased and rendered by AlexRenew.

AlexRenew's approval, acceptance of, or payment for, any services under the Contract will not waive any rights or causes of action arising out of the Contract.

3.7 INVOICE SUBMISSION INSTRUCTIONS

Contractor shall submit invoices electronically to invoicing@alexrenew.com. All invoices must be complete, accurate and reflect current Contract rates. All invoices must include the following details:

- Contract Number
- PO Number
- Ordering individual's name and department
- Invoice Date and Period Covered
- Complete Description of Services Rendered and or goods delivered.

For work billed on Time and Material basis, invoices should itemize labor hours by job category, and material costs shall be clearly identified.

Contractor shall attach packing slips or any other supporting documentation necessary to show acceptance and receipt.

3.8 PURCHASE ORDER REQUIREMENT

The purchase of services by AlexRenew is authorized only if an executed PO is issued in advance of the transaction, indicating sufficient funds are available to pay for the purchase and serving as the Contractor's official notice to proceed. AlexRenew will not be liable for payment against services rendered without appropriate purchase authorization issued by AlexRenew. Contractors providing services without an executed PO do so at their own risk.

3.9 CONTRACT MANAGER

Performance of work by the Contractor, as required under the Contract, is subject to review and acceptance by the AlexRenew Contract Manager or his/her authorized representative, so designated in writing. However, it shall be the responsibility of the Contractor to manage its and its subcontractors performance of work as required under the Contract, and nothing in the Contract shall be construed to limit this responsibility.

3.10 CONTRACT KICK-OFF MEETING

Within seven (7) days of Contract award, 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 Contract Manager.

3.11 TRANSITION OF SERVICES

Prior to or upon expiration or termination of this Contract and at the request of AlexRenew, the Contractor shall provide all assistance as AlexRenew may reasonably require to transition the Contractor's contractual obligations, or any portion thereof, as requested by AlexRenew. This obligation may extend beyond expiration or termination of the Contract 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 this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

3.12 COOPERATION WITH REVIEW

The Contractor shall cooperate with AlexRenew's periodic review of Contractor's performance. The Contractor shall make itself available onsite to review quality of devices and equipment and maintenance services performed under the Contract, as requested by AlexRenew, upon reasonable advanced notice. The Contractor agrees to extend to AlexRenew or his/her designees and/or designated auditor of AlexRenew, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the equipment and devices are serving their purpose, that all applicable AlexRenew and state regulations are met, and that adequate internal fiscal and security controls are maintained.

3.13 CONTRACT CLOSEOUT

Prior to the Contract's expiration date, the Contractor may be provided contract close out documentation and shall complete, sign and return to the Contract Manager within thirty (30) days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, and Final Payment Certificate. The Contractor is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with AlexRenew. Any closeout documentation not received within thirty (30) days of Contractor's receipt of AlexRenew's request will be documented in the Contract file as Contractor's non-compliance. Contractor's non-compliance may affect any pending payments due the Contractor, including final payment, until the documentation is returned.

3.14 CONTRACT TERMINATION

AlexRenew may terminate the Contract at any time (1) for cause, if as determined by AlexRenew, the Contractor is in breach or default or has failed to perform the Work satisfactorily or (2) for the convenience of AlexRenew.

Immediately upon receipt of a written notice of termination ("Notice"), or on such other date as may be specified in the Notice, and except as otherwise directed, the Contractor shall stop all Work; place no further orders nor subcontract for labor, materials, equipment, services, or facilities except as necessary to complete any Work agreed to, in writing, by the Parties; immediately transfer all documentation and paperwork for all Work to AlexRenew; and terminate all vendors and subcontracts and settle outstanding liabilities and claims.

In the event any termination for cause shall be determined to be improper or invalid by any court of

competent jurisdiction, such termination shall be deemed to have been a termination for convenience.

Any purchase the Contractor makes after receipt of a Notice, shall be the sole responsibility of the Contractor, unless AlexRenew has approved such purchase, in writing, in conjunction with the completion of any Work.

d. Termination for Cause; Cure

1. Termination for Unsatisfactory Performance

If AlexRenew determines the Contractor has failed to perform satisfactorily, AlexRenew shall notify the Contractor, in writing, of such failure and of the opportunity to cure such failure, at least fifteen (15) business days before termination of the Contract ("Cure Period"). If the Contractor is unable to cure the failure during the Cure Period specified in the Notice, the Contract shall terminate. Upon termination, the Contractor may request compensation for services satisfactorily performed by the Contractor, allocable to the Contract and accepted by AlexRenew, prior to such termination unless otherwise barred by the Contract ("Termination Costs"). Such request for Termination Costs, with supporting documentation, must be submitted to AlexRenew within fifteen (15) business days after the expiration of the Cure Period. AlexRenew may accept or reject, in whole or in part, the request for Termination Costs and shall notify the Contractor, in writing, of same within a reasonable time thereafter.

In the event of termination for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled, and AlexRenew will continue to pay all fees and charges incurred, through the termination date.

2. Termination for Breach or Default

If AlexRenew terminates the Contract for breach or default, termination shall be immediate upon Notice unless AlexRenew, in its sole discretion, provides for an opportunity to cure, and the Contractor shall not be permitted to seek Termination Costs.

Upon termination pursuant to this section, Contractor shall be liable to AlexRenew for all costs incurred by AlexRenew after the date of termination including costs required to complete the Work, costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or noncompliant Work. Such costs shall be either subtracted from any amount due Contractor or shall be promptly paid by Contractor upon demand by AlexRenew. Additionally, and notwithstanding any provision in the Contract to the contrary, Contractor is liable to AlexRenew (and AlexRenew shall be entitled to recover) all damages to which AlexRenew is entitled under the Contract or by law, including and without limitation, direct damages, consequential damages, delay damages, replacement costs, refunds of all sums paid by AlexRenew to the contractor under the contract and all attorney fees and costs incurred by AlexRenew to enforce the provision of the Contract.

Except as otherwise directed by AlexRenew, the Contractor shall stop Work on the date of receipt of Notice of the termination or other date specified in the Notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

e. Termination for Convenience

AlexRenew may terminate the Contract, whenever it is in AlexRenew's best interest, in whole

or in part, by providing Notice at least fifteen (15) business days prior to a termination for convenience. The notice must specify the extent to which the Contract is terminated and the date of termination. The Contractor will be entitled to Termination Costs.

3.15 FORCE MAJEURE

Neither Party shall be responsible for failure to perform under the Contract if such failure is due to fire, riot, rebellion, natural disaster, war, acts of terrorism or acts of God that are beyond the control of the Parties and that make performance impossible or illegal, unless otherwise specified in the Contract.

3.16 ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The Contract does not obligate AlexRenew to purchase a specific quantity of services during the Contract Period. Any quantities included in the Contract represent the expectations of AlexRenew for the Contract Period and AlexRenew is not under any obligation to purchase that any specified under the Contract. AlexRenew may require more services than the estimated 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 Contract.

AlexRenew does not guarantee the Contractor an exclusive right to provide the services under the Contract. The services covered by the Contract may become required under other AlexRenew contracts, and AlexRenew may determine that it is in its best interest to procure the services through those other contract.

3.17 UNAVAILABILITY OF FUNDS

The obligation of AlexRenew to pay compensation due the Contractor under the Contract or any other payment obligations under any contract awarded pursuant to this Contract is subject to appropriations by AlexRenew's Board to satisfy payment of such obligations. AlexRenew's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the Contract shall terminate effective at the end of the fiscal year for which funds were appropriated and AlexRenew will not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. AlexRenew will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by AlexRenew's Board of Supervisors. However, AlexRenew's failure to provide such notice will not extend the Contract into a fiscal year in which sufficient funds have not been appropriated.

3.18 PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor for Work performed by any subcontractor under the Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from AlexRenew attributable to the Work performed by the subcontractor under the Contract; or
- b. Notify AlexRenew and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- c. The Contractor is obligated to pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from AlexRenew for Work performed by the subcontractor under the Contract, except for amounts withheld as allowed in sub-paragraph (2), above. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. 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 subcontractor.

- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions shall not to be construed to be an obligation of AlexRenew. Any Contract modification may not include an amount for reimbursement for such interest charge.

3.19 INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless and indemnify AlexRenew and its directors, and all its appointed officers, and current and former employees, agents, departments and divisions (collectively, "AlexRenew" for the purpose of this section) from and against any and all claims made by third parties or by AlexRenew for any and all losses, damages, injuries, fines, penalties, costs (including court cost causes of action and expenses (including reasonable attorney's fees) suffered or incurred by AlexRenew Indemnitees arising out of, or in connection with: (a) any act or omission of the Contractor, its employees, officers, directors, agents, contractors or sub-contractors; (b) Contractor's failure to manufacture any item it provides to AlexRenew in accordance with any specifications provided by AlexRenew; (c) failure of any product or service to perform in accordance with Contractor's published specifications; or (d) Contractor's failure to provide complete and accurate information regarding any product. The Contractor's duties under this provision will include the duty to obtain the approval of AlexRenew as to the legal counsel selected to defend AlexRenew and to confer with AlexRenew concerning the defense.

3.20 ETHICS IN PUBLIC CONTRACTING

The Contract incorporates, by reference, Article 2 of the AlexRenew Purchasing Manual, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia §2.2-3100 et seq.), and the Virginia Governmental Frauds Act (Code of Virginia §18.2-4938 et seq.).

The Contractor certifies that its proposal was made without collusion or fraud, that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor, and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

3.21 EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of Work pursuant to the Contract:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, 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;
- b. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section;
- c. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that the Contractor is an Equal Opportunity Employer;
- d. The Contractor will comply with the provisions of the American with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities; and
- e. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000 relating to the Contract so the provisions will be binding upon each subcontractor or vendor.

3.22 DRUG FREE WORKPLACE

During performance of the Contract, the Contractor must:

- a. Provide a drug free workplace for its employees;
- b. 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 controlled substances or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition;
- c. 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
- d. Include a provision of the foregoing clauses in every subcontract or purchase order of more than \$10,000 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

3.23 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not, during performance of the Contract, knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

3.24 REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

AlexRenew has the right to reasonably reject staff or subcontractors the Contractor assigns under the Contract. The Contractor must then provide replacement staff or subcontractors satisfactory to AlexRenew, in a timely manner and at no additional cost to AlexRenew. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without AlexRenew's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to AlexRenew at least fifteen (15) calendar days in advance of the proposed action. The request must contain a detailed justification including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to AlexRenew's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience, subject to AlexRenew's written approval.

3.26 REPORT STANDARDS

The Contractor must submit all written reports required by the Contract for advance review in a format approved by the Project Manager. Reports must be complete, accurate and professional (i.e. proper grammar and spelling). The Contractor will bear the cost of reproducing reports determined to be incomplete, inaccurate and/or unprofessional and of other revisions that are required to bring the reports into compliance.

Whenever possible, reports must comply with the following guidelines:

- a. Printed double-sided on at least 309 (recycled-content and/or tree-free) paper.
- b. Recyclable and/or easily removable covers or binders made from recycled materials.
- c. Avoid use of plastic covers or dividers.

- d. Avoid unnecessary attachments or documents or superfluous use of paper.

3.27 ANTITRUST

The Contractor agrees to convey, sell, assign and transfer to AlexRenew all rights, title and interest in and to all causes of action under state or federal antitrust laws the Contractor may have relating to the Contract.

3.28 INTELLECTUAL PROPERTY INDEMNIFICATION – Reserved

3.29 COPYRIGHT – Reserved

3.30 DATA SECURITY AND PROTECTION – Reserved

3.31 AUDIT RECORDS

The Contractor must retain all books, records and other documents related to the Contract for at least five (5) years after final payment and must allow AlexRenew or its authorized agents to examine such documents during this period and during the Contract Period.

The Contractor must provide any requested documents to AlexRenew for examination within fifteen (15) business days of such request at Contractor's expense.

Should AlexRenew's examination reveal any overcharging by the Contractor, the Contractor must, within thirty (30) calendar days of AlexRenew's request, reimburse AlexRenew for the overcharges and for the reasonable costs of AlexRenew's examination, including but not limited to, the services of any external audit firm and attorney's fees or AlexRenew may deduct the overcharges and examination costs from any amount AlexRenew may owe Contractor.

If the Contractor wishes to destroy or dispose of any records related to the Contract (including confidential records to which AlexRenew does not have ready access) within five (5) years after final payment, the Contractor must give AlexRenew at least thirty (30) calendar days' notice and must not dispose of such documents if AlexRenew objects.

3.32 SAFETY

The Contractor must ensure it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for general industry and for the construction industry, and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

3.33 ALEXRENEW EMPLOYEES

No AlexRenew employee may share in any part of the Contract or receive any benefit from the Contract that is not available to the public.

3.34 RELATION TO ALEXRENEW

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of AlexRenew.

AlexRenew will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. AlexRenew will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or social security tax or for any other benefits. AlexRenew will not provide to Contractor any insurance coverage or other benefits, including workers' compensation.

3.35 AUTHORITY TO TRANSACT BUSINESS

Pursuant to Code of Virginia §2.2-4311.2, the Contractor must be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of the Contract, otherwise the Contract shall be deemed immediately terminated.

3.36 CONTRACTUAL DISPUTES

The Contractor shall submit to AlexRenew, in writing, any dispute concerning a question of fact as a result of the Contract in accordance with Virginia Public Procurement Act ("VPPA") §2.2-4363 et seq. AlexRenew shall reduce its decision with regard to the dispute, in writing, within ninety (90) calendar days following receipt of notification of such dispute.

3.37 COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS

The Contractor will comply with all applicable federal and state laws and with all AlexRenew ordinances and requirements.

3.38 ALEXRENEW PROCUREMENT MANUAL AND POLICIES

Nothing in the Contract waives any provision of the AlexRenew Procurement Manual or its policies, which are incorporated herein by reference.

3.39 APPLICABLE LAW; FORUM, VENUE AND JURISDICTION

The Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum and venue for any litigation concerning the Contract shall be the Circuit Court for the City of Alexandria, Virginia, and in no other court.

3.40 ASSIGNMENT

The Contractor may not assign, transfer, convey, sublet or otherwise dispose of any awards or any of its rights, obligations, or interests under the Contract without the prior written consent of AlexRenew.

3.41 AMENDMENTS

The Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and AlexRenew.

3.42 ARBITRATION

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

3.43 NONEXCLUSIVITY OF REMEDIES

All remedies available to AlexRenew under the Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

3.44 NO WAIVER

Failure to exercise a right provided for in the Contract shall not constitute a waiver of the same right or of any other right.

3.45 SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of the Contract are severable. If any section, paragraph, clause, sentence or phrase of the Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

3.46 ATTORNEY FEES

AlexRenew is entitled to attorney's fees and costs it may incur to enforce any provision of this Contract.

3.47 HEADINGS

All section headings in the Contract are inserted only for convenience and do not affect the substance of the Contract or limit the scope of a section.

3.48 SURVIVAL OF TERMS

In addition to any sections of the Contract stating that some or all of such section will survive the expiration or termination of the Contract, the following sections, if included in the Contract, shall also survive: INDEMNIFICATION; RELATION TO ALEXRENEW; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY AND PROTECTION.

3.49 AMBIGUITIES

The Parties have participated fully in the drafting of the Contract. No ambiguities in the Contract are to be resolved against the drafting party. The language in the Contract is to be interpreted as to its plain meaning and not strictly for or against any party.

3.50 NOTICES

Unless otherwise provided in writing, all Notices and other communications required by the Contract are deemed to have been given when either: delivered by e-mail; delivered in person; delivered by an agent, such as a delivery service; or deposited in the United States Mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Name and address for delivery of Notices indicated in the Contractor's Bid Form.

TO ALEXRENEW:

Igor Scherbakov, Procurement Manager
AlexRenew
1800 Limerick Street
Alexandria, VA 22314
purchasing@alexrenew.com

3.51 INSURANCE REQUIREMENTS

Before beginning work under the Contract, the Contractor must provide AlexRenew with a Certificate of Insurance (COI) indicating the Contractor has in force, at a minimum, the coverage below. The Contractor must maintain this coverage until completion of the Contract or as otherwise stated in the Contract. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

The following are the type of insurance coverage and coverage limits required under this Contract:

- a. **Workers Compensation** – Virginia statutory workers' compensation (W/C) coverage including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000.
- b. **Commercial General Liability** – \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to the Contract. Evidence of contractual liability coverage must be typed on any COI.
- c. **Business Automobile Liability** – \$1,000,000 combined single-limit (owned, non-owned and hired).

The following are endorsement and other requirements called for under this Contract:

- AlexRenew and its directors, officers, employees, agents, contractors and subcontractors must be named as additional insureds on all policies except workers' compensation,

automobile and professional liability, and the additional insured endorsement must be typed on the COI.

- If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Period, the Contractor must notify AlexRenew immediately, in writing, and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of the Contract. Not having the required insurance coverage throughout the Contract Period may result in Contract termination.
- Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- All insurance certificates must state the Contract number and title. The Contractor must disclose to AlexRenew the amount of any deductible or self-insurance component of any of the required policies. With AlexRenew written approval, the Contractor may satisfy its obligations under this Section 45 by self-insurance for all or any part of the insurance required, provided the Contractor is able to demonstrate sufficient financial capacity by providing AlexRenew with its most recent actuarial report and a copy of its self-insurance resolution.
- AlexRenew may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible;
- Funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible.
- AlexRenew's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract.
- The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The Contractor's insurance shall be the primary non-contributory insurance for any Work performed under the Contract.
- The Contractor is 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 the Contractor employs directly.

End of Contract Terms and Conditions

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ATTACHMENT
A
BID FORM

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ITB-25-020
CRANE HOIST INSPECTION, TESTING AND REPAIR SERVICES
BID FORM

THE FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENT(S) REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS BID FORM MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED

**Bidder
(Company)
Name:** _____

**Bidder
Address:** _____

**Bidder's Virginia Contractor's License
No.:** _____ **Class:** _____

**Bidder's Federal Employer Identification
Number (FEIN):** _____

- A. **Trade secrets or proprietary information.** Does the Bidder's Bid contain information which the Bidder believes constitutes a trade secret, proprietary information, or other confidential information exempted from disclosure?
Yes _____ No _____

If yes, provide a written request on Bidder's letterhead signed by the Bidder's Authorized Representative stating the exact data or materials to be protected and providing the specific reasons why protection is necessary.

- B. **Debarment.** Is the Bidder or any officer, director, or owner thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the federal government?
Yes _____ No _____

If yes, provide details on Bidder's letterhead signed by the Bidder's Authorized Representative.

- C. **Judgments.** Has the Bidder or any officer, director, or owner thereof had any judgments entered against him or her within the past ten years for breach of contracts for governmental or non-governmental construction, including, but not limited to, design-build or construction management?
Yes _____ No _____

If yes, provide details on Bidder's letterhead signed by the Bidder's Authorized Representative.

- D. **Convictions.** Has the Bidder, or any officer, director, owner, project manager, procurement manager, or chief financial official thereof been convicted within the past ten (10) years of a crime related to governmental or non-governmental construction or contracting, including, but not limited to, the Ethics in Public Contracting provisions of the Virginia Public Procurement Act (§ 2.2-4367 et seq.), the Virginia Governmental Frauds Act (§ 18.2 -498.1 et seq.), Chapter 4.2 (§ 59.1 -68.6 et seq.) of Title 59.1, or any substantially similar law of the United States or another state?

Yes _____ No _____

If yes, provide details on Bidder's letterhead signed by the Bidder's Authorized Representative.

- E. **Proof of Authority to Transact Business in Virginia.** The undersigned hereby agrees that, if your firm is awarded this Contract as a result of this Invitation to Bid, your firm will be required to meet the requirements of Virginia Code Section § 2.2-4311.2. Please complete the following by checking the appropriate line that applies and providing the requested information:

☐ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Bidder's Identification Number issued to it by the SCC is:

☐ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Bidder's Identification Number issued to it by the SCC is:

☐ Bidder does not have an Identification Number issued to it by the SCC and such Bidder does not require authorization to transact business in Virginia by the SCC for the following reason or reasons (list exemption in the box below)

- F. **Addenda.** The Bidder shall acknowledge that it has received all addenda.

Acknowledged _____

- G. **Bid Price.** The Bidder shall acknowledge that it has completed Attachment B – Pricing Sheet and is including it with this Bid Form.

Acknowledged _____

H. **Additional requirements**

Yes NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Firm has at least 7 years of experience |
| <input type="checkbox"/> | <input type="checkbox"/> | A sample inspection/testing report is attached |
| <input type="checkbox"/> | <input type="checkbox"/> | Information is attached about at least two (2) mechanics to be assigned to work under this contract, including their name, title, professional experience and certifications |

Person to contact for delivery of contractual notices:

Name: _____ Title: _____ Tel.: _____

Email: _____

Person to contact regarding any questions on this Bid Form:

Name: _____ Title: _____ Tel.: _____

Email: _____

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

Bidder's Authorized Representative:

Name: _____ Title: _____ Tel.: _____

Signature: _____

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ATTACHMENT B
Pricing Sheet

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INVITATION TO BID (ITB) 25-020 BID FORM
ATTACHMENT B – PRICING SHEET

NOTE: All Labor rates shall be inclusive of all charges, including permits (if applicable). All rates shall be for actual time spent working on the equipment, portal to portal charges and or travel time shall not be billed to AlexRenew.

#	ITEM SPECIFICATION/ DESCRIPTION OF WORK	EST. QTY.	UNIT PRICE	EXTENDED PRICE
1	ANNUAL INSPECTION AND TESTING SERVICES	60	\$	\$
2	HOURLY LABOR RATE FOR ONSITE REPAIR SERVICES	40	\$	\$
3	ANNUAL INSPECTION OF BELOW-THE-HOOK DEVICES	70	\$	\$
4	HOURLY LABOR RATE FOR OFFSITE REPAIR SERVICES	20	\$	\$
5	TOWING SERVICES	20	\$	\$
TOTAL BID AMOUNT (SUM OF EXTENDED PRICES FOR ITEMS 1 THRU 4)			\$	
5	DISCOUNT RATE OFF LIST PRICE FOR PARTS AND COMPONENTS			%

DELIVERY TIME FOR STOCKED ITEMS	AFTER RECEIPT OF ORDER		
DELIVERY TIME FOR STOCKED ITEMS	AFTER RECEIPT OF ORDER		
CONTACT PERSON FOR SCHEDULING OF WORK:	NAME	TELEPHONE	EMAIL ADDRESS
EMERGENCY CONTACT: (THE PHONE MUST BE ANSWERED BY A LIVE PERSON 24 HOURS/7 DAYS A WEEK)			

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ATTACHMENT C

Bidder's References

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AlexRenew ITB 25-020

Bidder's References

Bidder Company Name: _____

Provide references from three (3) separate organizations where similar services to the scope of this Contract have been provided.

Name and address of Awarding Entity:	
Contact Person: Project Name (if applicable):	Name: Email: Phone:
Name and address of Awarding Entity:	
Contact Person: Project Name (if applicable):	Name: Email: Phone:
Name and address of Awarding Entity:	
Contact Person: Project Name (if applicable):	Name: Email: Phone:

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ATTACHMENT D

MAPT Cooperative Rider Clause

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Cooperative Rider Clause

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

Format

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

1. Terms

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

2. Other Conditions - Contract and Reporting

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

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

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

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