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Alexandria, VA 22314
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Invitation to Bid (ITB) for:
**Wastewater Screening Collection, Hauling, and
Disposal Services**
ITB-26-007

November 13, 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, December 16, 2025. Paper copies will not be accepted. AlexRenew will conduct a mandatory pre-bid meeting and site tour for this solicitation on November 19, 2025, from 10:00 AM to 12:00 noon ET at AlexRenew's Environmental Center (1800 Limerick St., Alexandria, VA 22314), Conference Room 200. THE BIDDERS' REPRESENTATIVE MUST ATTEND THE PRE-BID IN ORDER TO SUBMIT THE BID.

Bidders' representatives at the visit shall wear safety shoes, hard hats, safety glasses and safety vests.

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TABLE OF CONTENTS

1. INSTRUCTIONS TO BIDDERS.....	3
2. SCOPE OF WORK AND SPECIFICATIONS.....	11
3. CONTRACT TERMS AND CONDITIONS.....	17

Attachments

Attachment A: BID FORM

Attachment B: PRICING SHEET

Attachment C: BIDDER REFERENCES

Attachment D: MAPT COOPERATIVE RIDER CLAUSE

Attachment E: INSURANCE CHECKLIST

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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 Avenue, Alexandria, Virginia 22314.

The purpose of this solicitation is to obtain bids from qualified sources to provide collection, hauling, and disposal services of wastewater screenings from Buildings A, P, and 55 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 for Bids (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 bids, and has an affirmative obligation to notify the Purchasing Agent immediately upon discovery of an 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 below. 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. Procurement Schedule

Date and Time	Activity
November 13, 2025	Issue ITB
November 19, 2025 10:00 AM – 12:00 PM	Pre-bid Meeting and Site Tour
November 26, 2025 by 2:00 PM ET	Deadline to Submit Questions
December 2, 2025	Last Day for AlexRenew to Issue Addenda
December 16, 2025 by 2:00 PM ET	Bids Due
January 2026	Contract Award

1.4 Contact Information

All questions relating to this solicitation shall be submitted via email to purchasing@alexrenew.com. The subject line of the email must state the following: **ITB No. 26-007 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 Purchasing Agent.

No questions will be considered if they are submitted after the date indicated in Table 1.

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

1.5 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 the Purchasing Agent in writing if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification must be received by Purchasing Agent no later than fifteen (15) days prior to the date set for acceptance of bids.

1.6 Bid Form Submission

All bids shall be submitted through 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.

1.7 Exceptions

Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Scope of 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.

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 Errors in Extension

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

1.14 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 AlexRenew to fairly determine acceptability of the item proposed such as:

- a) Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- b) Comparison of significant qualities of proposed substitution with those of the product specified.
- c) Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
- d) 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.

1.15 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.

1.16 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.

1.17 Qualification of Bidders

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent 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 Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection by AlexRenew.

1.18 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.

1.19 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 AlexRenew 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.

1.20 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.

1.21 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>.

1.22 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.

1.23 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 the 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).

2. SCOPE OF WORK AND SPECIFICATIONS

2.1 Minimum Qualification Requirements

- A. Bidders must demonstrate that they have the resources and capability to provide the services as described herein. If AlexRenew determines from the response that a bidder does not meet any one of the minimum qualifications, its bid may be deemed non-responsible and disqualified from further consideration.
1. Bidders shall have a minimum of five (5) years of experience in the collection, hauling, and disposal of wastewater screenings, or similar material, in the Northern Virginia region in compliance with all applicable local, state, and federal laws and regulations.
 2. Bidders shall possess all necessary permits, licenses, and registrations necessary to perform the work. Bidder must provide copies at least one registration at an appropriate disposal site that has sufficient capacity to receive AlexRenew's screenings through the period of this Contract.
 3. Bidders shall demonstrate their ability to perform the Work outlined in this ITB in a safe manner. Bidder shall provide a copy of their Company's safety manual or equivalent documentation.

2.2 Scope of Services

A. GENERAL:

Screenings are produced when wastewater passes through screening equipment designed to capture such things as rags, wipes, plastics, paper, grit, and similar debris. Screenings are wastewater-derived material that may be odorous, wet, and carry pathogens, and shall be handled, loaded, transported, and disposed of in compliance with applicable law. Screenings are typically considered solid waste that can be landfilled or incinerated in Virginia. Contractor is responsible for profiling, classification, and disposal facility acceptance of screenings as set forth in Section C.3 Disposal.

AlexRenew produces screenings at the WRRF located at 1500 Eisenhower Avenue, Alexandria, Virginia, 22314. Currently screenings are produced in Buildings A and 55 and are collected and loaded by a contractor three (3) times per week at Building A. Table 1 shows typical quantities of screenings produced annually.

Starting in July 2026, AlexRenew will be adding an additional screening collection and loading site at Building P. Figure 1 shows the site map with collection and loading sites at Buildings A and P marked by stars. The addition of the Building P collection and loading site is not expected to significantly increase the tons of screenings produced per year.

Table 1. Annual Quantity of Screenings (2022 – 2024)

Type of Material	Amount of Material Hauled Annually		
	2022	2023	2024
Screenings	375 tons	315 tons	355 tons

Figure 1. Site Map with Collection and Loading Sites at Building A and P



Contractor shall be responsible for furnishing all things necessary to fully perform in a complete, efficient and expeditious manner the collections, hauling, and disposal of screenings generated at the AlexRenew WRRF (the “Work”).

B. PERMIT AND REGULATORY REQUIREMENTS:

It is the Contractor’s sole responsibility to comply with all local, state, and federal regulatory requirements associated with the Work. The Contractor shall possess and maintain any permits, licenses, and registrations necessary for the performance of the Work. AlexRenew may request copies of all permits, approvals, filings, and reports associated with permit or regulatory compliance necessary for the performance of the Work. Contractor’s failure to meet these requirements may be grounds for contract termination.

C. SERVICE REQUIREMENTS:

1. Turn-key Approach

AlexRenew requires a Contractor to provide all services, personnel, equipment and all other things necessary to collect, haul, and dispose of all screenings generated at the AlexRenew WRRF.

2. Containers

Contractor shall be able furnish the containers in the quantities specified in Table 2 at each of the designated locations within 48 hours after written request by AlexRenew authorized personnel. All containers must have draining mechanisms that allow water to settle out and drain to floor drains that return to AlexRenew's wastewater treatment process. Contractor shall cap the draining mechanisms to prevent leakage during transport or emptying. It is the responsibility of the Contractor to ensure working draining mechanisms and that containers fully drain prior to hauling offsite.

Additionally, containers in the four (4) cubic yard size shall be suitable for moving with a forklift.

Table 2. Types, Quantities, and Locations of Containers

Container Size	Capacity	Quantity	Plant Location
6 ft. x 4 ft. x 4-1/2 ft.	4 cubic yards	8	Building A
21-11/12 ft. x 7 ft. x 3-1/2 ft.	20 cubic yards	1	Building P

3. Disposal

Contractor shall profile, classify, and secure disposal facility acceptance for screenings and shall bear all risk and cost of misclassification, rejection, or non-compliance, including testing, re-handling, re-transport, penalties, and disposal differentials. Contractor shall maintain appropriate permits and approvals to secure adequate disposal sites for AlexRenew's screenings at the volume and frequency required through the term of the Contract. Costs associated with maintaining approvals (to include any required testing) to ensure access to disposal locations shall be paid by Contractor.

4. Frequency of Service

Contractor shall provide collection and hauling services at minimum three (3) times per week for Building A and one (1) time per week for Building P, or more frequently when requested by AlexRenew. Collection of Building A and Building P screenings may be coordinated so that Contractor can reduce the overall number of visits to AlexRenew's WRRF. Contractor shall coordinate with AlexRenew to establish a pick-up schedule and shall be available for unscheduled pick-ups as requested by AlexRenew authorized personnel within 24 hours.

5. Pricing

AlexRenew will pay the Contractor in accordance with the rates in Pricing Sheet (Attachment B) submitted in Contractor's Bid Response:

- a. Container Rental Fee: This fee shall include all costs associated with the rental, cleaning, maintenance, and repair of required containers. Container rental fees shall be charged on a monthly basis.
- b. Hauling and Disposal Fee: This fee shall include all costs associated with the hauling and disposal of screenings, including any tipping fees at the target disposal site. Hauling and Disposal fees shall be charged on a per ton basis in compliance with the procedure outlined in Section E. Determination of Services – Net Weight of Trucks.

- c. Service Fee: This fee shall include administrative costs associated with the Work. Service Fees shall be charged on a per-visit basis. It is estimated that there will be an average of three visits per week.

D. HOURS OF WORK:

- 1. AlexRenew WRRF normal business hours, subject to change, are listed below:
 - a. Monday through Friday (excluding holidays) from 6 a.m. to 4 p.m.,
 - b. AlexRenew observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, and Christmas.

AlexRenew will occasionally require the Contractor to provide services on Saturdays and or holidays.

E. DETERMINATION OF SERVICES PROVIDED – NET WEIGHT OF TRUCKS:

Contractor shall weigh all trucks prior to loading to determine net weight that will be loaded on trucks. Contractor will receive a copy of ticket generated by AlexRenew showing the tare, gross and net weights of each truck. AlexRenew's scale shall be the scale used to determine the net weights. The scale is tested and calibrated semi-annually by AlexRenew. Should Contractor dispute the scale reading accuracy, Contractor may, at its own sole cost utilize alternative certified scales to obtain net weight measurement. If the difference is more than five percent (5%), AlexRenew will have its scale verified and/or calibrated within 30 calendar days. AlexRenew will not pay for loads that do not have an appropriately recorded net weight.

AlexRenew will only compensate Contractor based on the wet weight of screening and debris. If containers are found to be laden with water, AlexRenew will require draining and re-weighing of loads at the Contractor's expense.

F. IMMEDIATE REMOVAL REQUIREMENTS:

Contractor shall be ready to operate in all weather conditions, whenever the loads are available for hauling, as required and requested by AlexRenew. Contractor bears the full responsibility to make whatever adjustments, provisions, etc., as may be necessary to satisfy this contract. This shall include, but not be limited to, provisions for inclement/freezing weather; and the provision of transport vehicles as needed, in a staged and orderly fashion.

All loaded trucks shall be removed from the site and immediately taken to the target disposal site. Loaded trucks shall not be stored on AlexRenew premises. Storage is defined as a loaded truck staying in one location for more than fifteen (15) minutes outside of the designated collection and loading areas.

G. MINIMIZING NUISANCE CONDITIONS:

AlexRenew's WRRF is located in a residential area; as such, Contractor shall take all appropriate steps to minimize nuisance conditions resulting from the performance of the Work; including, but not limited to, controlling odors and noises resulting from the collection, hauling, or disposal of screenings. Measures may include covering loads, eliminating leakages, no-idling, or no-honking policies.

H. HAULING ROUTES

Routes to disposal site shall be determined in accordance with all applicable state and local laws. Said laws shall be strictly adhered to by the Contractor and designees. Haul routes must be approved by AlexRenew and must be strictly observed. Any deviation for any reason must have prior approval by AlexRenew. Plea of ignorance shall not be heard.

I. SPILLS AND CLEAN-UP:

Contractor shall take all appropriate measures to prevent spills of materials or liquids associated with the Work. Contractor bears all responsibility for the clean-up of any spill which occurs during the performance of the Work. Contractor shall immediately notify AlexRenew should any spill occur. The clean-up of any spilled material shall be the sole responsibility of the Contractor and conducted by the Contractor, or at its expense, in accordance with all applicable laws. Should the Contractor fail to clean up any spill satisfactorily and expeditiously, AlexRenew reserves the right to clean up such spill, or arrange for its clean up, and shall charge all costs thereof or related thereto back to the Contractor. Additionally, any penalties incurred because of any such spill shall be charged to the Contractor.

J. RECORDKEEPING REQUIREMENTS:

Contractor shall be responsible for maintaining records that indicate compliance with all laws, regulation and requirement of issued permits.

K. EQUIPMENT AND VEHICLES FURNISHED BY THE CONTRACTOR:

1. Contractor shall be responsible for the provision and replacement of all equipment and vehicles as necessary to completely, efficiently, and expeditiously perform the Work.
2. AlexRenew reserves the right to inspect Contractor equipment and vehicles at all times. Should any equipment or vehicles be rejected by AlexRenew, they shall be replaced with acceptable alternatives, at no additional cost to AlexRenew.
3. All equipment and vehicles furnished by Contractor shall meet the manufacturer's safety and maintenance requirements, be compliance with the Occupational Safety and Health Administration (OSHA) and VOSH safety requirements.
4. All vehicles must adhere to all appropriate local jurisdictional requirements as well as Virginia Department of Transportation and Federal Department of Transportation requirements and regulations.
5. All vehicles shall have watertight bodies and gates that are leak-proof. The Contractor shall clean the seals regularly to prevent water seepage.
6. Equipment and vehicles shall be clearly marked with the Company Name. The Company Name must be readily visible from either side of the vehicle.
7. Contractor is solely responsible for any violation of weight regulations or traffic laws. Contractor shall hold AlexRenew harmless from any penalty or sanction, civil or criminal, imposed by reason of any such violation of weight or traffic laws.

8. Contractor is solely responsible for vehicle breakdown and repair and bears sole responsibility for expenses related to vehicle breakdown and repair. Contractor is not allowed to use AlexRenew property as a work area to repair or service vehicles. Should a breakdown occur at AlexRenew's site or after loading AlexRenew material en-route to the disposal site, Contractor shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the disposal site for the proper removal of the material.

L. CONTRACTOR'S PERSONNEL:

1. Contractor shall be responsible for the provision of all personnel to completely, efficiently, and expeditiously perform the Work.
2. Contractor shall ensure all personnel comply with all federal, state, local, and AlexRenew safety requirements. Should AlexRenew witness behaviors that violate safety requirements, AlexRenew reserves the right to stop work and request immediate resolution of safety concerns before re-commencing work.
3. Contractor's personnel shall not operate any AlexRenew equipment at any time, except with written authorization from AlexRenew's authorized representative.
4. Contractor shall adhere to instructions from AlexRenew regarding idling, use of mobile communication devices, and smoking. Contractor's personnel shall only smoke in designated locations.

M. RESPONSIBILITY FOR DAMAGES:

Contractor shall be responsible for all damages caused to AlexRenew property as result of its operation under this Contract.

3. CONTRACT TERMS AND CONDITIONS

This Contract is by and between the City of Alexandria, Virginia Sanitation Authority d/b/a AlexRenew (Owner) and **[Contractor Company Name]** (Contractor). This Contract sets forth the terms and conditions that govern the relationships and performance of Owner and Contractor with respect to the Contract. Owner and Contractor hereby agree as follows:

ARTICLE 1 CONTRACT DOCUMENTS

- A. This Contract, together with the Exhibits identified constitutes the entire contract between the Contractor and Owner and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, or modified by a duly executed written instrument.
- B. The following exhibits are included and incorporated into the Contract; collectively, with the Contract, they comprise the "Contract Documents":
 - Exhibit A - Scope of Service, Specifications, and Terms and Conditions of this Invitation to Bid;
 - Exhibit B - Bid of the successful Bidder (hereinafter "Contractor"),
 - Exhibit C - Notice of Award executed by AlexRenew,
 - Exhibit E – Purchase Orders issued by Owner to encumber the funds for expenditures under this Contract (POs).
- C. Where the terms and provisions of this Contract vary from the terms and provisions of the Exhibits or other Contract Documents, the terms and provisions of this Contract shall prevail over other Contract Documents.
- D. Owner and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Contract which is not contained in the Contract Documents, and all the terms and conditions with respect to this Contract are expressly contained herein.

ARTICLE 2 CONTRACT TERM

- A. The Contract is effective, as of the Effective Date and, unless terminated as provided for in this Contract, shall continue for five (5) years from the Effective Date of the Contract ("Initial Term").
- B. The parties may extend or renew this Contract, with or without changes, by Amendment establishing a new term for two (2) additional one (1) year terms ("Subsequent Terms"). The Initial Term and any Subsequent Term(s) are together the "Contract Term".

ARTICLE 3 PAYMENT

- A. Owner agrees to compensate the Contractor for Work rendered in accordance with the Contract and budget set forth in Attachment B.

ARTICLE 4 CONTRACT PRICE ADJUSTMENTS

- A. Costs will remain firm until June 30, 2027 ("Price Adjustment Date"). Any adjustments in rates should be submitted to Owner at least 60 days prior to the Price Adjustment Date. Adjustments will be approved with issuance of an Amendment for the yearly budget.
- B. Adjustments to the unit rates that exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in April of each year of the Contract, shall include written justification to the Owner.
- C. Any unit rates that result from this provision will become effective July 1 of each year and will be binding until June 30 of the following year.
- D. If the Contractor and Owner have not agreed on a requested adjustment by thirty (30) days before the Price Adjustment Date, Owner may terminate the Contract, whether or not Owner has previously elected to extend the Contract's term.

ARTICLE 5 INVOICING

- A. The Contractor shall submit invoices to Owner on a monthly basis by the 15th day of each month. Invoices are due and payable within 30 days of receipt of a correct and complete invoice, which includes at a minimum all applicable information described in this Contract.
- B. Owner shall not be required to make any payment to Contractor until Contractor has provided Owner with its federal employer identification number.
- C. Invoices shall be submitted via email to invoicing@alexrenew.com. The Contractor shall submit invoices and supporting documents in form and substance satisfactory to the Owner that provide, but are not limited to the following:
 - 1. Dates/periods the invoice covers, contract number and relevant purchase order number;
 - 2. Summary of scope performed by each employee including the employee's name, hourly rate, and hours worked; and
 - 3. Documentation of expenses.
- D. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall advise Contractor in writing of the specific basis for doing so within 15 days after receipt of such invoice. The Owner may withhold only that portion so disputed; and must pay the undisputed portion. After a disputed item has been resolved, the Contractor shall submit a new invoice with the agreed upon amount.
- E. Any terms included on Contractor's invoice shall have no force or effect and will in no way bind Owner.

ARTICLE 6 TRANSITION OF SERVICES

- A. Not Used

ARTICLE 7 CONTRACT KICK-OFF MEETING

- A. Within seven (7) days of Contract award, the Contractor may be required to attend a contract orientation meeting, along with Owner 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 Procurement Manager.

ARTICLE 8 TERMINATION

- A. Owner may terminate this Contract at any time as follows: (1) for cause, if, as determined by Owner, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of Owner.
- B. Upon receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portions of not terminated; immediately transfer all documentation and paperwork for the terminated work to Owner; and terminate all subcontracts and settle outstanding liabilities and claims.
- C. In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.
- D. Any purchases that the Contractor make after the notice of termination will be the sole responsibility of the Contractor, unless Owner has approved the purchases in writing as necessary for completion of any portion of the Work that Owner did not terminate.
 - 1. Termination for Cause, Including Breach and Default; Cure:

- a. Termination for Unsatisfactory Performance: If Owner determines that the Contractor has failed to perform satisfactorily, then Owner will give the Contractor written Notice of such failure/s and opportunity to cure such failure/s at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the Notice, the Contract is terminated for the Contractor's failure to provide satisfactory contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by Owner prior to such termination unless otherwise barred by the Contract ("Termination Costs"). Such request for Termination Costs, with supporting documentation, must be submitted to Owner within fifteen (15) days after the expiration of the Cure period. Owner may accept, or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within reasonable time thereafter.

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

- b. Termination for Breach or Defaults: If Owner terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after Notice from Owner to the Contractor (unless Owner in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

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

Except as otherwise directed by Owner, 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 Contractors and subcontracts and settle all outstanding liabilities and claims.

2. Termination for Convenience: Owner may terminate this Contract in whole or in part whenever the Procurement Manager determines that termination is in Owner's best interest. Owner will give the Contractor at least fifteen (15) days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to Termination Costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for the anticipatory profits.

Except as otherwise directed by Owner, the Contractor must stop work on the date of receipt of the notice of the termination.

ARTICLE 9 FORCE MAJEURE

- A. Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract 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.

ARTICLE 10 ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

- A. This Contract does not obligate Owner to purchase specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of Owner for the Contract Term; and Owner is not under any obligation to buy that or any amount as result of having provided this estimate or having had any normal or otherwise measurable requirements in the past. Owner 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 Contract.
- B. Owner does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting Contract. The items or services covered by this Contract may become available under other Owner Contract(s), and Owner may determine that it is in its best interest to procure the items or services through those contract(s).

ARTICLE 11 UNAVAILABILITY OF FUNDS

- A. The obligation of Owner 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 Owner's Board of Directors to satisfy payment of such obligations. Owner'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 Owner will not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. Owner will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by Owner's Board of Directors. However, Owner's failure to provide such notice will not extend the Contract into a fiscal year in which sufficient funds have not been appropriated.

ARTICLE 12 PAYMENT OF SUBCONTRACTORS

- A. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the Owner for the Work performed by any subcontractor under this Contract:
 - 1. Pay the subcontractor for the proportionate share of the total payment received from Owner attributable to the Work performed by the subcontractor under this Contract; or
 - 2. Notify Owner 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.
- B. The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from Owner for Work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
- C. 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.
- D. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not to be construed to be an obligation of Owner. A Contract modification may not include any amount for reimbursement for such interest charge.

ARTICLE 13 INDEMNIFICATION

- A. The Contractor covenants to save, defend, hold harmless and indemnify Owner and its directors, and all its elected and appointed officers, and current and former employees, agents, departments

and divisions (collectively, "Owner " for the purpose of this section) from and against any and all claims made by third parties or by Owner for any and all losses, damages, injuries, fines, penalties, costs (including court cost and causes of action and expenses (including reasonable attorney's fees) suffered or incurred by Owner 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 produce any item it provides to Owner in accordance with any specifications provided by Owner; (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 Owner as to the legal counsel selected to defend Owner and to confer with Owner concerning the defense.

ARTICLE 14 ETHICS IN PUBLIC CONTRACTING

- A. This Contract incorporates by reference Owner's Procurement 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.), the Virginia Governmental Frauds Act (Code of Virginia §18.2-4938 et seq.), and the Virginia Public Procurement Act (Code of Virginia §2.2-4300 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 respondent, contractor, 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.

ARTICLE 15 OWNER EMPLOYEES

- A. No Owner employees may share in any part of this Contract or receive any benefits from the Contract that is not available to the general public.

ARTICLE 16 RELATION TO OWNER

- A. The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of Owner. Owner will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. Owner 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. Owner will not provide to the Contractor any Insurance coverage or other benefits, including workers' compensation.

ARTICLE 17 ANTITRUST

- A. The Contractor conveys, sells, assigns and transfers to Owner all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

ARTICLE 18 INTELLECTUAL PROPERTY INDEMNIFICATION

- A. The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.
- B. If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the yearly not-to-exceed amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.
- C. The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify Owner Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees),

charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented Invention, process or article manufactured or used In the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse Owner for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by Owner, and failure to do so may result in Owner withholding such amounts from any payments to the Contractor under this Contract.

ARTICLE 19 COPYRIGHT

- A. Not Used

ARTICLE 20 DATA SECURITY AND PROTECTION

- A. Not Used

ARTICLE 21 RIGHT TO AUDIT

- A. Owner reserves the right to audit those Contractor records that relate to the Contract or any Amendments issued thereunder.
- B. The Contractor shall preserve and maintain adequate copies of books, records, and vouchers in a such manner that they may be audited in progress and upon three (3) years following completion of the contract.

ARTICLE 22 SAFETY

- A. The Contractor must ensure that 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.

ARTICLE 23 CONTRACTUAL DISPUTES

- A. The Contractor shall submit any dispute concerning a question of fact as a result of a Contract with Owner in accordance with Virginia Public Procurement Act ("VPPA") §2.2-4363 et seq. to the Procurement Manager, who shall reduce his or her decision in writing within ninety (90) days following receipt of notification of such dispute. Contractor's notice shall be given in writing within ten (10) days after the occurrence or beginning of the dispute. Contractor's failure to timely submit such claim shall mean that Contractor has waived the claim and has no further right to pursue a remedy for such dispute. If Contractor disagrees with the Procurement Manager's written decision or if the Procurement Manager fails to issue a written decision within the specified ninety (90) days, the Contractor may submit an appeal to the Owner's Chief Executive Officer within ten (10) days of the decision being issued or due if not issued. The Chief Executive Officer shall render a final decision in writing on such claim within sixty (60) days of receipt of the claim. If the Contractor disagrees with the Chief Executive Officer's written decision or if the Chief Executive Officer fails to issue a written decision within the specified ninety (90) days, then the Contractor shall request, in writing and within ten (10) days after the Chief Executive Officer's final decision (or time when the final decision should have been issued, as applicable), that the Owner agree to participate in voluntary, non-binding mediation of the dispute. If so agreed, Owner and Contractor agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis and must be completed within 120 days. Each party shall bear its own costs of mediation and the parties shall split equally the costs and fees charged by the mutually agreeable mediator selected by the parties to conduct the mediation. If the parties fail to resolve the dispute through these processes, then the Contractor may institute legal action as provided in Section 2.2-4364 of the Code of Virginia in the court specified in Article 27, to be heard BY A JUDGE SITTING WITHOUT A JURY, THE PARTIES HEREBY WAIVING THEIR RIGHTS TO A JURY TRIAL.

ARTICLE 24 APPLICABLE LAW; FORUM, VENUE AND JURISDICTION

- A. This Contract Is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for City of Alexandria, Virginia, and in no other court.

ARTICLE 25 ASSIGNMENT

- A. This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of Owner and the Contractor. The Contractor may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of Owner, and any such attempted assignment or subcontracting without consent shall be void. Owner may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract. If any law limits the right of Owner or the Contractor to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Contractor gives Owner prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

ARTICLE 26 INSURANCE REQUIREMENTS

- A. The Contractor agrees to maintain the insurance coverage and endorsements as specified below throughout the Contract Term and submit evidence of such coverage and endorsement on annual basis or on demand by the Procurement Manager.
- B. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a minimum A.M. Best rating of “A-, VIII”, and as acceptable to AlexRenew.
- C. 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 but not limited to:
1. Worker’s Compensation—Virigina Statutory Workers Compensation Polic including employer’s liability insurance with limits of at least \$100,000/\$100,000/\$200,000 each accident, disease each employee and disease policy limit.
 2. Commercial General Liability—\$1,000,000 per occurrence with a \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Contractual Liability, Completed Operations and Products Liability.
 3. Automobile Liability—\$1,000,000 Combined Single Limit (Owned, non-owned, and hired) with MCS 90 and CA 9948 endorsements
 4. Umbrella/Excess Liability: \$1,000,000 per occurrence with a \$2,000,000 aggregate.
- D. AlexRenew, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on a primary and non-contributory basis on all policies, except for Worker Compensation. All of the above policies shall include a waiver of subrogation in favor of AlexRenew and its officers, elected and appointed officials, employees and agents.

ARTICLE 27 AUTHORITY AND VALIDITY OF SIGNATURES

- A. Each party executing the Contract on behalf of such entity represents that he or she is duly authorized to execute and deliver this Contract on the entity’s behalf, including the entity’s Board of Directors or Chief Executive Officer. This Contract shall not be effective or binding unless countersigned by the Owner’s Chief Executive Officer, or authorized designee, as evidenced by their signature as set forth in this Contract.
- B. This Contract 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 this Contract, its amendments, and ancillary Contracts to be entered into in connection with this Contract 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.

ARTICLE 28 MISCELLANEOUS PROVISIONS

A. Employment Discrimination by Contractor Prohibited—During the performance of its Work pursuant to this Contract:

1. 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 non-discrimination clause.
2. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
3. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
4. 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.

The Contractor must include the provisions of the foregoing paragraphs 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 Contractor.

- B. Notices—**Any notice required under this Contract will be in writing and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line. All such notices are effective upon the date of receipt.
- C. Survival—**Subject to applicable Laws or Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Contract will survive its completion or termination for any reason.
- D. Severability—**Any provision or part of the Contract held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor.
- E. No Waiver—**A party’s non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.
- F. Non-Discrimination against Faith-Based Organizations—**Owner does not discriminate against faith-based organizations and Contractor agrees not to discriminate against faith-based organizations.
- G. Federal Immigration Law—**Contractor, any subconsultants, and any others it may employ do not, and will not during the term of this Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration and Reform and Control Act of 1986.
- H. Drug-Free Workplace—**Throughout the term of this Contract, Contractor agrees to:
1. provide a drug-free workplace for Contractor’s employees;
 2. 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 Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and
4. 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 subconsultant.

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

- I. Authorization to Conduct Business in the Commonwealth of Virginia—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 Contract, otherwise, the Contract is voidable at the sole option of and no expense to Owner.
- J. Owner’s Procurement Manual and Owner’s Policies—Nothing in this Contract waives any provision of the Owner’s Procurement Manual, which is incorporated herein by reference, or any applicable Owner’s policy.
- K. Advertising and Use of Proprietary Marks—The Contractor shall not use the name of Owner or refer to Owner, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of Owner. In no event may the Contractor use a proprietary mark of Owner without receiving the prior written consent of Owner.
- L. Headings—The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections’ scope.
- M. Ambiguities—The parties and their counsel have participated fully in the drafting of this Contract; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Contract is to be interpreted as to its plain meaning and not strictly for or against any party.
- N. Amendments—This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and Owner.
- O. Arbitration—No claim arising under or related to this Contract may be subject to arbitration.
- P. No Exclusivity of Remedies—All remedies available to Owner under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.
- Q. Liens—Owner’s interest, whether in fee simple or easement, in any site at which the work or services under this Agreement is to be provided, cannot be subjected to a mechanic’s lien because mechanics liens cannot be placed on publicly-owned property rights in the Commonwealth of Virginia.
- R. No Forced or Indentured Child Labor—The use of forced or indentured child labor in performance of this Contract is prohibited. For the purposes of this Contract, “forced or indentured child labor” shall mean all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties. If the Contractor enters any subcontracts or purchase orders valued at more than \$10,000, the Contractor must include this prohibition in such subcontract(s) or purchase order(s).

End of Contract Terms and Conditions

Attachment A
Bid Form

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INVITATION TO BID 26-007

Coarse Screening Removal

BID FORM

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

SUBMITTED BY (Company name):	
FORMER COMPANY NAMES (if applicable):	
PRINCIPAL PLACE OF BUSINESS:	
LOCAL ADDRESS:	
MAIN TELEPHONE NO.	
FORM OF ORGANIZATION: ☐ CORPORATION; ☐ GENERAL PARTNERSHIP; ☐ UNINCORPORATED ASSOCIATION; ☐ LIMITED LIABILITY COMPANY; ☐ LIMITED PARTNERSHIP; ☐ SOLE PROPRIETORSHIP WHERE THE ENTITY WAS FORMED: (INSERT NAME OF STATE)	
IDENTIFICATION NO. ISSUED TO THE FIRM BY SCC: If Bidder is exempt from the SCC authorization requirement, the it shall include a statement on the entity's letterhead with its application certifying their exemption from this requirement.	
RESPONSIBILITY QUESTIONNAIRE <i>If the answers to any questions below are yes, use additional pages to provide an explanation.</i>	
DEBARMENT, DISQUALIFICATION AND OR SUSPENSION: Is the entity or any of its principals are currently debarred, suspended or disqualified from submitting responses to AlexRenew, 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 Bidder, any affiliate, or their officers, partners or directors in the last five (5) years? "Legal Actions" shall include civil or criminal litigation, administrative; Proceedings, indictments, arbitrations or the like	☐ YES ☐ NO
TERMINATION/FAILURE TO COMPLETE Has the Bidder ever been terminated for work awarded to it? This includes termination for default (or cause) or for the convenience of the Owner? Has Bidder for any other reason failed to complete a project?	☐ YES ☐ NO

BREACH, DEFAULT, DEBARRED: Within the last five (5) years, has Bidder been disqualified, removed, or otherwise declared in material breach or default of any contract by a public agency, or debarred from participating in the ITB process for any contract? If yes, please explain the circumstances:	☐ YES ☐ NO
RELEASE FROM CONTRACT APPLICATION, BIDS OR AWARD: Has the Bidder filed a request to be released from an Application, bids, selection or award of any contract within the last five (5) years? If yes, please explain the circumstances.	☐ YES ☐ NO
FAILURE TO EXECUTE A CONTRACT: Has the Bidder ever been selected for award or awarded a contract in which the entity failed to execute the contract? This would include: the entity not signing the contract Document(s); an inability of the company to obtain insurance requirements; or failure of the company to submit required forms and attestations. If yes, please explain the circumstances:	☐ YES ☐ NO
BANKRUPTCY: Has the Bidder filed for bankruptcy in the last seven years or is your firm currently the debtor in a bankruptcy case? If yes, please explain the circumstances	☐ YES ☐ NO
CONTACT PERSON FOR DELIVERY OF CONTRACTUAL NOTICES: Name: Address: Phone number E-mail:	
MINIMUM QUALIFICATION REQUIREMENTS: 1. Bidder has a minimum of five (5) years of experience in the hauling and disposal of wastewater screenings, or similar material, in the Northern Virginia region in compliance with all applicable local, state, and federal laws and regulations ☐ YES ☐ NO 2. Bidders shall possess all necessary permits, licenses and registrations necessary to perform the work. ☐ YES ☐ NO 3. Bidders shall affirm that it has seven (7) year capacity remaining for disposal at the sites(s) they intend to use. ☐ YES ☐ NO 4. Has your firm ever been cited for unauthorized dumping or other activities in violation of your permit? ☐ YES ☐ NO	
INSURANCE CHECKLIST: Bidder shall complete and submit with their bid the Insurance Checklist, provided as an Attachment to this Invitation to Bid.	
REFERENCES: Bidder shall complete and submit with their bid the References sheet, provided as an attachment to this Invitation to Bid.	

[Bid Form continues on next page]

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

☐ **YES**, the Application I have submitted **does** contain trade secrets and/or proprietary information. ☐ **NO**, the Application I have submitted **does not** contain any trade secrets and/or proprietary information.

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

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 Application will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION:

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

CONFLICT OF INTEREST:

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

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

NAME (PRINTED):_____ TITLE: _____

E-MAIL ADDRESS: _____ TEL. NO.: _____

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

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

NAME OF AND TITLE BIDDER'S REPRESENTATIVE

SIGNATURE OF BIDDER'S REPRESENTATIVE

DATE

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Attachment B
Pricing Sheet

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ATTACHMENT B – PRICING SHEET

Bidder agrees to provide all things necessary to provide collection, hauling, and disposal services for AlexRenew's screenings per the terms and conditions of this Invitation to Bid in consideration for payment at the rates below.

No.	DESCRIPTION	UNIT OF MEASURE	EST. MONTHLY QTY	COST PER UNIT (\$)	EXTENDED MONTHLY COST (\$)	EXTENDED ANNUAL COST (\$)
1	Container Rental Fee					
	Four (4) cubic yard container	Per container	8	\$	\$	\$
	Twenty (20) cubic yard container		1	\$	\$	\$
2	Hauling and Disposal Fee	Ton	25	\$	\$	\$
3	Service Fee	Visit	12	\$	\$	\$
Grand Total Bid Price						\$

THE FOLLOWING ITEMS NEED TO BE ADDRESSED AND REQUESTED INFORMATION SHALL ACCOMPANY BIDS. Failure to provide such information may deem a bidder non responsive.

Bidders shall demonstrate that it meets all of the mandatory qualification requirements listed in Part III, paragraph A. This shall include copies of any required permits, licenses and registrations.

Name and Location of Disposal Site (attach documentation that this site will be available for disposal of materials generated by AlexRenew):

Attach a copy of your firm's safety policies

BIDDER COMPANY NAME: _____

SIGNATURE OF BIDDER'S REPRESENTATIVE _____

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Attachment C
References

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ITB 26-007 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: _____

Number of Years Operating At Entity

Contact Person:	Name:
Project Name (if applicable):	Email:
	Phone:

Name and address of Awarding Entity:

Number of Years Operating At Entity

Contact Person:	Name:
Project Name (if applicable):	Email:
	Phone:

Name and address of Awarding Entity:

Number of Years Operating At Entity

Contact Person:	Name:
Project Name (if applicable):	Email:
	Phone:

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Wastewater Screening Collection, Hauling, and Disposal
AlexRenew ITB No. 26-007

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 ("MWCOCG") 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 MWCOCG 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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Attachment E
Insurance Requirements

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INSURANCE CHECKLIST

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

COVERAGES REQUIRED			LIMITS (FIGURES DENOTE MINIMUMS)
X	1	WORKERS' COMPENSATION	STATUTORY LIMITS OF VIRGINIA
X	2	EMPLOYER'S LIABILITY	\$100,000 ACCIDENT, \$100,000 DISEASE, \$500,000 DISEASE POLICY LIMIT
X	3	COMMERCIAL GENERAL LIABILITY(CGL)	\$1,000,000 CSL BI/PD EACH OCCURRENCE, \$2 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	CA 9948 ENDORSEMENT	
	18	GARAGE LIABILITY	\$1 MILLION BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
	19	GARAGE KEEPERS LIABILITY	\$500,000 COMPREHENSIVE, \$500,000 COLLISION
	20	INLAND MARINE-BAILLIE'S INSURANCE	\$
	21	MOVING AND RIGGING FLOATER	ENDORSEMENT TO CGL
	22	DISHONESTY BOND	\$
	23	BUILDER'S RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF CONTRACT
	24	XCU COVERAGE	ENDORSEMENT TO CGL
	25	USL&H	FEDERAL STATUTORY LIMITS
X	26	CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT	
X	27	NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE IN COVERAGE SHALL BE PROVIDED TO ALEXRENEW AT LEAST 30 DAYS PRIOR TO ACTION	
X	28	ALEXRENEW SHALL BE AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS COMPENSATION, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY	
X	29	CERTIFICATE OF INSURANCE SHALL SHOW SOLICITATION NUMBER AND TITLE	

INSURANCE AGENT'S STATEMENT:

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

AGENCY NAME: _____ AUTH. SIGNATURE: _____

BIDDER'S STATEMENT:

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

BIDDER'S NAME: _____ AUTH. SIGNATURE: _____