

AlexRenew
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Alexandria, VA 22314
alexrenew.com

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Invitation to Bid (ITB) for:

**On-Call Electrical, Plumbing and Mechanical
Repair Services**

ITB 26-028

May 15, 2026

Bids shall only be submitted electronically on www.eVA.Virginia.gov in accordance with Instructions to Bidders on or before 2:00 PM ET, June 16, 2026. Paper copies will not be accepted. AlexRenew will conduct an **optional** Information Session and Site Tour for this solicitation on May 26, 2026, from 10:00am to 12:00noon ET at AlexRenew's Environmental Center, Conference Room 600. Bidders intending to attend the site visit shall wear safety shoes, hard hats, safety glasses and safety vests.

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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 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 all labor, materials and equipment for the provision of Plumbing and Mechanical Services, as outlined in detail in Exhibit A of this solicitation 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 Procurement Officer 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.

Date and Time	Activity
May 15, 2026	Issue ITB

May 26, 2026 10:00 AM to 12:00 PM ET	Pre-proposal Meeting and Site Tour
June 5, 2026 by 2:00 PM ET	Deadline to Submit Questions
June 9, 2026	Last Day for AlexRenew to Issue Addenda
June 16, 2026 by 2:00 PM ET	Bids Due
July 2026	Notice of Award

1.4 Bidder's Minimum Qualifications

Bidders may submit bids for:

- Electrical services; or
- Plumbing services; or
- Mechanical services; or
- Any combination of the above

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. Each bidder may be required, before award of the contract, to show 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.

All bidders must submit the documentation indicated below with their bids. Failure to provide any of the required documentation shall cause bids to be deemed non-responsible and rejected.

Bidders must meet following criteria in each trade category in order to be eligible for award:

1. Bidders shall have at least five (5) years of experience in provision of electrical services for commercial clients.
 - A. Have at least five (5) licensed journeyman electricians and one (1) master electrician.
 - B. Bidders must provide a complete list of field personnel who will be used to fulfil the terms of this Contract. For each individual listed provide level of experience (i.e. electricians, and electrician helpers) with documentation supporting their certification or licensure. Bidders will be required to maintain and provide to AlexRenew Contract Manager an up to date Contractor's employee list throughout the life of the Contract.
 - C. Copy of Contractor's License and Master Electrician's license, issued by the Commonwealth of Virginia must accompany all bids.
 - D. Reference from three (3) separate organizations where similar services to the scope of this Contract have been provided.
2. Bidders shall have at least five (5) years of experience in provision of plumbing services for commercial clients. Bidders submitting a bid for plumbing services shall meet the following requirements:
 - A. Have at least four (4) fully equipped plumbing vehicles and a minimum of five (5) journeyman plumbers and one (1) master plumber.
 - B. Bidders must provide a complete list of field personnel who will be used to fulfil the terms of this contract. For each individual listed provide level of experience (i.e. Plumbers, and plumber helpers) with documentation supporting their certification or licensure. Bidders will be required to maintain and provide to AlexRenew contract manager an up to date Contractor's employee list throughout the life of the contract.

- C. Copy of Contractor's license and master plumber's license, issued by the Commonwealth of Virginia must accompany all bids.
 - D. Reference from three (3) separate organizations where similar services to the scope of this contract have been provided.
3. Bidders shall have at least five (5) years of experience in provision of mechanical services for water plants, pumping stations, and or similar organization to AlexRenew. Bidders submitting a bid for mechanical services shall meet the following requirements:
- A. Have at least five (5) Competent Industrial Equipment Mechanics and at least one Certified Welder.
 - B. Bidders must provide a complete list of field personnel who will be used to fulfil the terms of this Contract. For each individual listed provide level of experience (I.e. Mechanic, Mechanic Helper and Welder) with documentation supporting their certification or licensure. Bidders will be required to maintain and provide to AlexRenew Contract Manager an up to date Contractor's employee list throughout the life of the Contract.
 - C. Copy of Contractor's license and mechanical license, issued by the Commonwealth of Virginia must accompany all bids.
 - D. Reference from three (3) separate organizations where similar services to the scope of this Contract have been provided.

1.5 Contact Information

All questions relating to this solicitation shall be submitted via email to LaChelle Elliott, Procurement Officer at purchasing@alexrenew.com. The subject line of the email must state the following: **ITB No. 26-028 On-call Electrical, Plumbing and Mechanical Repair Services 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 Officer, LaChelle Elliott.

No questions will be considered if they are submitted after June 5, 2026 AT 2:00 PM.

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

1.6 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 Procurement Officer 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 Procurement Officer no later than fifteen (15) days prior to the date set for acceptance of bids.

1.7 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, may be cause for rejection of that bidder's bid. Enter N/A for areas that do not pertain to your company.

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.

1.8 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.

1.9 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.

1.10 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.

1.11 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 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.

1.12 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/services expected to be ordered in higher quantities than those used for bid evaluation, and/or low prices on items/services 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.

1.13 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.

1.14 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.

1.15 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>.

1.16 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.

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 Method of Award

All items listed in this solicitation will be awarded to the lowest responsive and responsible bidder meeting minimum qualification requirements.

AlexRenew reserves the right to award the contract in aggregate, or by trade or to make Primary or Secondary award, based on the best interest of AlexRenew.

The lowest bidder will be determined by the Total Bid Price for each Trade as calculated on the Bid Form by the bidder as a bid in response to this solicitation.

1.22 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's website.

1.23 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/SPECIFICATIONS

2.1 General

- A. Authorized individuals identified in writing after Contract Award will place order for specific type of service covered in the resultant contracts, as requirements arise. A list of authorized individuals will be provided at time of award.
- B. Normal business hours are Monday through Friday 6:00 am to 3:00 pm, the Contractor must report to and be escorted by AlexRenew staff. AlexRenew requires for the Contractor to mobilize onsite for on-call services within seventy two (72) days of receipt of a call from AlexRenew for routine and nonemergency services. The Contractor shall mobilize onsite within four (4) hours of receipt of call from AlexRenew for emergency services.
- C. The Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to persons and properties.
- D. The Contractor shall comply with all federal, state or local laws, ordinances, rules and regulations relating to the performance of the work
- E. The Contractor shall notify the owners of adjacent utilities when the progress of the work may affect them.
- F. The Contractor shall remedy, all damage, injury or loss to any property, caused directly or indirectly, in whole or in part by, the Contractor, its personnel and or subcontractors, except damage or loss attributable to the acts or omissions of AlexRenew.
- G. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the AlexRenew shall act to prevent damage, injury or loss.
- H. The Contractor shall give AlexRenew prompt written notice of any significant changes or deviations in the work and a change order may thereupon be issued covering the changes and deviations involved.
- I. The Contractor shall supervise and direct the work, and will be solely responsible for the means, methods, techniques, sequences, and procedures of work.
- J. The Contractor shall employ and maintain in the work a qualified supervisor or superintendent who shall have been designated by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
- K. The Contractor shall, at his own expense, procure all permits, certificates and licenses required by law for the execution of his work.

AlexRenew reserves the right to inspect worksite to ensure the Contractor's compliance with the requirements of the contract.

2.2 Method of Ordering Work

- A. AlexRenew will order task within general scope of what's specified in this contract, as the need arises. AlexRenew Authorized Personnel will issue the task via email or by phone.

- B. The Contractor shall submit written estimate that includes a detailed description of the work as well as a cost estimate and project schedule within twenty seventy two (72) hours following receipt of AlexRenew's request.
- C. For all work specified as an emergency by AlexRenew, the Contractor shall furnish a written estimate no later than twenty four (24) hours of receipt AlexRenew's request.
- D. The mobilization on site will be in accordance with the date agreed upon by AlexRenew and the Contractor and confirmed in the notice to proceed (NTP) issued by AlexRenew.

2.3 OEM parts

- A. The Contractor shall provide original equipment manufacturer (OEM) parts and services.
- A. 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.
- B. Parts are purchased Free on Board (f.o.b.) destination, freight prepaid to AlexRenew, located at 1800 Limerick Street, 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 in their written estimates.
- C. 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.

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 Services, Specifications, and Terms and Conditions of this Invitation to Bid;
 - Exhibit B - Bid Form and Pricing Sheet 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).
- A. 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.
- B. 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 one (1) year from the Effective Date of the Contract ("Initial Term").
- B. AlexRenew may renew this Contract, with or without changes, by issuing a Notice of Renewal establishing a new term for four (4) additional one (1) year terms ("Subsequent Terms"). The Initial Term and any Subsequent Term(s) are together the "Contract Term".

ARTICLE 3 PAYMENT

- A. AlexRenew will pay the in accordance with the prices shown in Attachment C and the terms of Payment paragraph for the Contractor's completion of the Work described and required in the Contract Documents for the Contract Period, 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.
- B. 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).

ARTICLE 4 CONTRACT PRICE ADJUSTMENTS

- A. The Contract Amount, and unit price(s), detailed in Attachment B, will remain firm until 7/1/2027 ("Price Adjustment Date"). 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 January of each year of the Contract.

- B. 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.
- c. 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 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 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 7 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 8 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 9 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 10 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 11 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 be construed to be an obligation of Owner. A Contract modification may not include any amount for reimbursement for such interest charge.

ARTICLE 12 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 13 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 14 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 15 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.

B.

ARTICLE 16 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 17 INTELLECTUAL PROPERTY INDEMNIFICATION

A. Not Used.

ARTICLE 18 COPYRIGHT

A. Not Used.

ARTICLE 19 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 20 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 21 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 22 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:
 - a. Worker’s Compensation—Virginia 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.
 - b. 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.
 - c. Automobile Liability—\$1,000,000 Combined Single Limit (Owned, non-owned, and hired).
- 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 and Errors & Omissions Liability. With regard to Technology E&O/Cyber/Media Liability, AlexRenew and its officers, elected and appointed officials, employees and agents shall be additional insureds with regard to third-party claims only. 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 23 AUTHORITY AND VALIDITY OF SIGNATURES

- E. 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.
- F. 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 24 DRUG FREE WORKPLACE

- A. 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 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.

ARTICLE 25 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

- A. 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.

ARTICLE 26 RELATION TO ALEXRENEW

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

ARTICLE 27 AUTHORITY TO TRANSACT BUSINESS

- A. 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.

ARTICLE 28 CONTRACTUAL DISPUTES

- A. 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.

ARTICLE 29 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.

ARTICLE 30 ALEXRENEW PURCHASING MANUAL AND POLICIES

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

ARTICLE 31 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.

ARTICLE 32 AMENDMENTS

The Contract may not be modified except by written amendment executed by persons duly authorized

to bind the Contractor and AlexRenew.

ARTICLE 33 ARBITRATION

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

ARTICLE 34 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.

ARTICLE 35 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.

ARTICLE 36 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.

ARTICLE 37 ATTORNEY FEES.

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

ARTICLE 38 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.

ARTICLE 39 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.

ARTICLE 40 AMBIGUITIES.

The Parties have participated fully in the drafting of the Contract. No ambiguities in the Control 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.

ARTICLE 41 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

ARTICLE 42 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. Key Personnel—All Key Personnel identified in Exhibit A are committed to this Contract for the duration of the Contract, for so long as they remain employed by Contractor. Likewise, if a Key Personnel is identified in an amendment, such individual shall be committed for the remainder of the duration of the Contract, for so long as they remain employed by Contractor. If extraordinary circumstances require a proposed change in Key Personnel under this Contract, it must be submitted in writing to Owner’s designated representative. In circumstances where the change is based on a Key Personnel leaving the employ of Contractor, qualifications information shall be provided on one or more proposed substitutes, and Owner’s designated representative, at his/her reasonable discretion, will determine who will become the substitute and remain a Key Personnel going forward, and an amendment shall be executed to reflect the approved change. In circumstances where the change concerns a Key Personnel who will remain in the employ of Contractor, information about the basis for the change request and qualifications information for

one or more proposed substitutes will be provided and Owner's designated representative, at his/her reasonable discretion, will determine whether to authorize the proposed removal and, if approved, who shall become the substitute and remain a Key Personnel going forward and an amendment shall be executed to reflect the approved change.

- G. Non-Discrimination against Faith-Based Organizations—Owner does not discriminate against faith-based organizations and Contractor agrees not to discriminate against faith-based organizations.
- H. 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.
- I. 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.

- J. 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.
 - K. 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.
 - L. 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.
 - M. 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.
 - N. 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.
 - O. Amendments—This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and Owner.
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- P. Arbitration—No claim arising under or related to this Contract may be subject to arbitration.
- Q. 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.
- R. 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.
- S. 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

4. 4 INSURANCE REQUIREMENTS

Review this section carefully with your insurance agent or broker prior to submitting a bids.

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

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

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

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

Additional Insured - AlexRenew, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an “Accord” certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the Procurement Officer prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Procurement Officer immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and Procurement Officer must be immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing AlexRenew thirty (30) days advance notice of cancellation or nonrenewal (ten (10) days for nonpayment of premium). A copy of that endorsement shall be provided to the Procurement Officer prior to the execution of this Contract or any Contract extension thereafter.

Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

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

Certificate Holder - The Certificate Holder must be identified as:

Alexandra Renew Enterprises
c/o Procurement Officer
1800 Limerick Street
Alexandria, Virginia 22314

The Contractor must disclose the amount of any deductible or self- insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. AlexRenew reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, AlexRenew may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for AlexRenew.

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the Procurement Officer immediately upon request by AlexRenew and/or prior to a subcontractor performing work related to this Contract.

No acceptance or approval of any insurance by AlexRenew shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

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

The Contractor shall be as fully responsible to AlexRenew for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) is/are submitted to and acceptable to the AlexRenew and the terms and additional endorsements required hereunder are met to the satisfaction of the Procurement Officer. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

5. 5 BID FORM AND ATTACHMENTS

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INVITATION TO BID 26-028

On-Call Electrical, Plumbing and Mechanical 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, 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 ENTER N/A FOR AREAS THAT DO NOT PERTAIN TO YOUR COMPANY.

BIDDER COMPANY NAME:
FORMER COMPANY NAMES:
AGE OF THE ENTITY:
PRINCIPAL PLACE OF BUSINESS:
LOCAL ADDRESS:
MAIN TELEPHONE NO.
FORM OF ORGANIZATION: <input type="checkbox"/> CORPORATION; <input type="checkbox"/> GENERAL PARTNERSHIP; <input type="checkbox"/> UNINCORPORATED ASSOCIATION; <input type="checkbox"/> LIMITED LIABILITY COMPANY; <input type="checkbox"/> LIMITED PARTNERSHIP; <input type="checkbox"/> SOLE PROPRIETORSHIP WHERE THE ENTITY WAS FORMED: (INSERT NAME OF STATE) Click or tap here to enter 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? <input type="checkbox"/> YES <input type="checkbox"/> 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 <input type="checkbox"/> YES <input type="checkbox"/> 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? <input type="checkbox"/> YES <input type="checkbox"/> NO

BREACH, DEFAULT, DEBARRED:		<input type="checkbox"/> YES <input type="checkbox"/> NO
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:		
RELEASE FROM CONTRACT APPLICATION, BIDS OR AWARD:		<input type="checkbox"/> YES <input type="checkbox"/> NO
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.		
FAILURE TO EXECUTE A CONTRACT:		<input type="checkbox"/> YES <input type="checkbox"/> NO
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:		
BANKRUPTCY:		<input type="checkbox"/> YES <input type="checkbox"/> NO
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		
CONTACT PERSON FOR DELIVERY OF CONTRACTUAL NOTICES:		
Name:		
Address:		
Phone number		
E-mail:		
YES	No	Requirements for all bidders
		Will your firm be able to respond onsite within twenty four (24) hours of notification for regular work?
		Will your firm be able to respond onsite within two (2) hours of notification for emergency work?
Attach relevant all key staff Certifications (OSHA, Welding, Mechanical, Plumbing etc)		
Attach a copy of your firm's safety policies that includes procedures for confined space entry		
Attach a copy of your firm's Quality Control/Quality Assurance Procedures		
Attach Reference Form with three (3) separate organizations where similar services to the scope of this Contract have been provided for each trade that you are bidding on . If your firm provided multiple trades to the same customer, the same customer reference may be used.		

YES	NO	REQUIREMENTS IF BIDDING ON ELECTRICAL SERVICES (If not bidding on this trade, type N/A)
		Does your firm have five (5) years of experience in provision of electrical services for commercial clients, wastewater facility or government facility.
		Does your firm have at least five (5) licensed journeyman electricians and one (1) master electrician.
		Did you attach a list of field personnel who will be used to fulfil the terms of this Contract. For each individual listed provide level of experience (I.e. Electrician, and Electrician Helper) with documentation supporting their certification or licensure.
		Did you attach Contractor's License and Master Electrician's license, issued by the Commonwealth of Virginia?
YES	NO	REQUIREMENTS IF BIDDING ON PLUMBING SERVICES (If not bidding on this trade, type N/A)
		Does your firm have at least five (5) years of experience in provision of plumbing services for commercial clients, wastewater facility or government facility?
		Does your firm have at least four (4) fully equipped plumbing vehicles and a minimum of five (5) journeyman plumbers and one (1) master plumber?
		Did you attach a list of field personnel who will be used to fulfil the terms of this contract? For each individual listed provide level of experience (i.e. Plumber, and Plumber Helper) with documentation supporting their certification or licensure.
		Did you attach a copy of Contractor's license and master plumber's license, issued by the Commonwealth of Virginia?
YES	NO	REQUIREMENTS IF BIDDING ON MECHANICAL SERVICES (If not bidding on this trade, type N/A)
		Does your firm have at least five (5) years of experience in provision of mechanical services for commercial clients, wastewater facility or government facility?
		Does your firm have at least five (5) Competent Industrial Equipment Mechanics and at least one Certified Welder?
		Did you attach a list of field personnel who will be used to fulfil the terms of this Contract. For each individual listed provide level of experience (I.e. Mechanic, Mechanic Helper, Certified Welder) with documentation supporting their certification or licensure?
		Did you attach a copy of Contractor's license and mechanical license, issued by the Commonwealth of Virginia?

[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.

[Bid Form continues on next page]

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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INVITATION TO BID (ITB) NUMBER 26-028

BIDS FORM Contd.

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.

Enter "no bid" for categories that you're not bidding on.

#	LABOR CATEGORY	REGULAR HOURLY RATE	EMERGENCY HOURLY RATE
TRADE 1. ELECTRICAL SERVICES			
1.	MASTER ELECTRICIAN	\$	\$
2.	JOURNEYMAN ELECTRICIAN	\$	\$
ELECTRICAL TOTAL (ALL AMOUNTS IN THIS CATEGORY)		\$	
TRADE 2. PLUMBING SERVICES			
1.	MASTER PLUMBER	\$	\$
2.	PLUMBER/JOURNEYMAN	\$	\$
PLUMBING TOTAL (ALL AMOUNTS IN THIS CATEGORY)		\$	
TRADE 3. MECHANICAL SERVICE			
1.	MECHANIC	\$	\$
2.	MECHANIC HELPER	\$	\$
3.	CERTIFIED WELDER	\$	\$
MECHANICAL TOTAL (ALL AMOUNTS IN THIS CATEGORY)		\$	
OEM PARTS			
1.	PROVIDE A FIXED PERCENTAGE DISCOUNT RATE OFF OF MANUFACTURER'S LIST PRICE		%

DELIVERY TIME FOR STOCKED ITEMS (calendar days)	AFTER RECEIPT OF ORDER
DELIVERY TIME FOR NON-STOCKED ITEMS (calendar days)	AFTER RECEIPT OF ORDER
CONTACT PERSON FOR SCHEDULING OF WORK :	
NAME:	
TELEPHONE:	
EMAIL:	

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Attachment B
References

ITB 26-028

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 C
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>