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Alexandria Renew Enterprises

INVITATION TO BIDS NO. 22-012

ALEXANDRIA RENEW ENTERPRISES ("ALEXRENEW") WILL BE ACCEPTING SEALED BIDS IN HAND, IN THE OFFICE OF BID CLERK LOCATED AT 1800 LIMERICK STREET, ALEXANDRIA, VIRGINIA 22314, UNTIL **4:00 P.M. ON THE 28th DAY OF April 2022 FOR:**

PROVISION OF GROUNDS MAINTENANCE AND RELATED SERVICES FOR UP TO A FIVE (5) YEAR PERIOD

Pre-bid meeting:

Type:	<input type="checkbox"/> Mandatory (Attendance at the conference and site visit are prerequisites to submitting a bid. Bids from those who were not in attendance or were late to the meeting will not be considered). <input checked="" type="checkbox"/> Optional Potential Bidders are encouraged to attend.
Date and time:	April 7, 2022, at 10:00 AM
Place:	Environmental Center Conference Room No. 602 1800 Limerick Street, Alexandria, Virginia 22314
Important Information	A brief meeting in the conference room will be followed by a site visit to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Bidders intending to attend the site visit shall wear safety shoes, hard hats, glasses, and safety vests. AlexRenew reserves the right to bar anyone from the site visit, who is not wearing safety shoes, hard hats, safety glasses, and safety vests.

Notice to Bidders:

Subject to the conditions, provisions, and the enclosed specifications, sealed bids will be accepted at this office until the stated date and time. No consideration of award will be made at the bid opening. Bids received after the stated date and time, whether presented in person, received by the U.S. Mail, or by any other delivery method, will not be accepted.

AlexRenew reserves the right to reject any and all bids, cancel this solicitation, and waive any informalities or irregularities in the procedure.

In accordance with the Code of Virginia § 2.2-4343.1, AlexRenew does not discriminate against faith-based organizations in the performance of its procurement activity.

Unsealed and electronic bids will not be accepted.

Maryam N. Zahory, CPPB, CPPO
Purchasing Agent

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SECTION A. BACKGROUND AND PURPOSE

Established in 1952 by the Alexandria City Council, AlexRenew's chartered mission is to clean wastewater and protect public health and the environment. AlexRenew currently maintains capital assets valued at approximately \$750 million and cleans approximately 35 million gallons of dirty water daily at our water resource recovery facility located within walking distance of Old Town Alexandria. 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.

The purpose of this solicitation is to obtain bids from qualified sources to provide grounds maintenance services for AlexRenew's facilities, per the terms and conditions, and specifications of this solicitation.

All bids shall be made on the basis of meet and/or exceed the requirements.

SECTION B. INSTRUCTIONS TO BIDDERS

1. Distribution of Solicitation Documents and Bidder's Responsibilities Regarding Defective Solicitation Documents

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

Further, it is the 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 inaccuracy, error in, or omission of any pages, drawings, sections, addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

2. Contact Information

All questions relating to this solicitation shall be submitted via email to purchasing@alexrenew.com.

For a question to be considered, the subject line of the email must state the following: **ITB No. 22-012 Questions.**

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

No questions will be considered if they are submitted after April 11, 2022, AT 5:00 PM.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal addendum only. Bidders are cautioned that any written, electronic, or oral representations made by any AlexRenew representative or another person that appear to

change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written addendum to this solicitation posted on the AlexRenew website.

3. 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 and AlexRenew and Commonwealth of Virginia rules and regulations.

It is AlexRenew's intent that this solicitation 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.

4. Preparation and Submission of Bids

- a. Bids shall be submitted on the forms furnished, or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder.
- b. Each bid must give the complete legal name and full business address of the bidder and be signed by the bidder, or the bidder's authorized representative, with his usual signature. Bids by partnerships must be signed in the partnership's name by one of the general partners of the partnership or an authorized representative, followed by the designation/title of the person signing, and a list of the partners. Bids by joint ventures must be signed in the joint venture's name by one of the joint ventures or an authorized representative of one of the joint ventures, followed by the designation/title of the person signing, and a list of the joint ventures. Bids by corporations must be signed with the legal name of the corporation followed by the name of the state in which it is incorporated and by the signature and title of the person authorized to bind it in this matter. The name of each person signing shall be typed or printed below the signature. A signature on a bid by a person who identifies his/her title as "President," "Secretary," "Agent" or other designation without disclosing the principal firm, shall be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Trade or fictitious names may be referenced by using "t/a _ _ _," but bids shall be in the legal name of the person or entity submitting the bid.
- c. One (1) fully completed Bid Form with longhand signature, and one (1) exact electronic copy of the original bids on a Universal Serial Bus (USB) flash drive shall be submitted in hand in a sealed envelope or package, no later than the date and time specified in the Invitation to Bid, above. Electronic files must be in MS Word, Adobe Acrobat, or Excel format. Bidders shall include a notarized statement that the electronic version is a true copy of the printed version.
- d. The exterior of the envelope or package shall be clearly marked with the ITB number and title along with the name of the bidder submitting the bid.
- e. Late, unsealed, and/or electronic bids will not be 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. A bid will be rejected if its corresponding Bid Form is not signed in the designated space by a person authorized to legally bind the bidder.

- f. 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.
- g. 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.
- h. 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 a result of the submission.

5. Receipt of Bids

- a. Bids will be received at or before the date and the hour and at the place stipulated in the solicitation as may be modified by subsequent addenda.
- b. It is the responsibility of the bidder to assure that his/her bid including acknowledgment of addenda is delivered to the place designated for receipt of bids by the date and hour (deadline) set for receipt of bids. Therefore, it is the bidder's responsibility to take into account all factors that may impact its bid deliverer/courier's ability to deliver the bid and to implement whatever actions are necessary to have the bid delivered to the proper bid receipt location prior to the bid receipt deadline. No bids or bid modifications submitted or offered after the date and hour designated for receipt of bids will be accepted or considered.
- c. The representative designated by AlexRenew (Bid Clerk) will receive bids at the time and place noted in the solicitation and open the bids received at the appointed time.
- d. The official time used for receipt of bids is the Bid Clerk's time and date stamp clock located in AlexRenew lobby. No other clocks, calendars, or timepieces are recognized. All bidders are responsible to ensure all bids/modifications are received prior to the scheduled due date/time.
- e. The Bid Clerk shall determine when the Bid Receipt Deadline has arrived and will not accept further bids. All bids in the possession of AlexRenew prior to the bid receipt deadline will be deemed to be timely, whether or not the bid envelope has been physically date/time stamped or otherwise marked by the time the Bid Clerk makes the determination.
- f. In the event, the bid receipt occurs during a period of suspended business operations, the receipt and opening will be delayed one business day.

6. Opening of Bids

- a. Bids will be opened publicly, at the time and place stated in the solicitation, and all bids received will be announced.
- b. AlexRenew shall decide when the specified time for bid opening has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified. Bid opening time will occur at least fifteen (15) minutes following the expiration of the deadline for the receipt of bids.

- c. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspections of bids received.
- d. In the event the bid opening occurs during a period of suspended business operations, the opening will be delayed until the next business day.

7. 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. This request must be addressed to the Purchasing Agent.

8. Withdrawal of Bids from Consideration After the Bid Opening

- a. A bidder may withdraw his/her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was 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 a bid, which unintentional arithmetic 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.
- b. In accordance with §2.2-4330.B.(ii) of the Code of Virginia, the bidder must submit to the Purchasing Agent his/her original work papers, documents and materials used in the preparation of the bid within two (2) days after the date fixed for submission of bids.
- c. Such mistake shall be proved only from the original work papers, documents and materials delivered to AlexRenew prior to bid opening.
- d. This procedure shall not apply to when the entire bid is required to be submitted on a unit price basis.
- e. Failure of a bidder to submit his original work papers, documents and materials used in the preparation of his bid on or before the time, date and place required shall constitute a waiver by that bidder of his right to withdraw his bid due to a mistake.
- f. No bid may be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five (5%) percent.
- g. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- h. If a bid is withdrawn under authority of this section, the lowest remaining bid shall be deemed to be the low bidder on the project.

9. Interest in More Than One Bids 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 bids 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.

10. 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 services, special conditions, and any attachments or references hereto or thereto, shall indicate any 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.

11. 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 of unresponsiveness.

12. 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 contemplated 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.

13. Supplier Diversity Commitment

AlexRenew strives to maximize the participation of small, minority-owned, women-owned, veteran-owned, and disadvantaged businesses enterprises in its procurement transactions either directly or through partnerships, joint ventures, subcontracts and other contractual opportunities.

14. Unbalanced & Conditional Bids

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

15. 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.

16. Errors in Extension

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

17. Use of Brand Names

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.

18. 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.

19. 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 that 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

that 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.

20. Determination of Responsibility

- a. Each bidder shall be prepared, if so requested by the Purchasing Agent, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the Contract. Prior to the award of the Contract, an evaluation will be made to determine if the lowest bidder has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. The following are the factors AlexRenew will review to determine the responsibility of a bidder:
 1. Sufficient financial ability to perform the contract as evidenced by the bidder's ability to obtain payment and performance bonds from an acceptable surety;
 2. Appropriate experience to perform the work described in the solicitation documents;
 3. Any judgments entered against the bidder, or any officers, directors, partners, or owners for breach of a contract for construction;
 4. Any substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause where the substantial noncompliance is documented; or
 5. A conviction of the bidder or any officer, director, partner, project manager, procurement manager, chief financial officer, or owner in the last five (5) years of a crime relating to governmental or nongovernmental construction or contracting
- b. Bidders 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 the rejection of the bid.
- c. AlexRenew reserves the right to disqualify or refuse to accept the bid of any bidder who has been convicted, or entered a plea of guilty or nolo contendere, in any federal or state court to any charge involving any unlawful, corrupt or collusive practice involving a public contract whether federal, state, or local, or who has been determined in any judicial proceeding to have violated any antitrust, bid-rigging or collusive practice statute in connection with any public contract, or against whom such formal criminal prosecution or other judicial proceeding has been initiated. A bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder shall be notified in writing in conformance with the procedures in §2.2-4359 of the Code of Virginia, as amended.

21. 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.

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.

23. Virginia Contractor License

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

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

For further information, contact: The State Board for Contractors, 2 South Ninth Street, Richmond, VA 23219, and phone number: 804-367-8511.

24. 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 bid are acceptable to AlexRenew. AlexRenew reserves the right to negotiate the modification of terms and conditions with the bidder 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.

25. Award of Contract

a. **Basis of Contract Award:**

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder, if any, provided his/her bid is reasonable and it is in the best interest of AlexRenew to accept it. AlexRenew reserves the right to reject any and all bids and to waive informality in the bids and in the solicitation process. The Bid Form may contain multiple line items. Determination of the lowest responsible bidder, if any, will be based on the total bid amount entered on the Bid Form.

b. **Informalities:**

AlexRenew reserves the right to waive any informality in the bids when such waiver is in the interest of AlexRenew.

26. Negotiation with Lowest Responsible Bidder:

If the award of a contract to the lowest responsive and responsible bidder is precluded because of limitations on available funds, under the provisions of § 2.2-4318 of the Code of Virginia (the Public Procurement Act), AlexRenew reserves the right to negotiate the bid amounts with the lowest responsive, responsible bidder to obtain a contract price within the available funds.

27. Notice of Intent to Award or Notice of Award:

The Notice of Award or the Notice of Intent to Award will be posted at AlexRenew's website <https://alexrenew.com/business-opportunities>.

28. 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).

SECTION C. INSURANCE REQUIREMENTS

Review this section carefully with your insurance agent or broker prior to submitting a bids. See the Insurance Checklist (part of the Bids or Bids Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the work entered into between AlexRenew and the Contractor.

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

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

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

A. Commercial General Liability ("CGL") insurance, including premises and operations, completed operations/products liability, personal injury liability, blanket contractual liability, and, broad-form property damage liability coverage. The types, amounts, and limits of CGL insurance required are detailed below:

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$2 million General Aggregate that applies on an as project basis
- \$2 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000 per accident.

Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. AlexRenew will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

All insurances required above shall be written with companies authorized to conduct business within the Commonwealth of Virginia, with an A.M. Best Rating of at least A-, VII or better.

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

AlexRenew, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and A copy of

the Additional Insured endorsement, or an "Accord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to AlexRenew prior to the execution of the Agreement and any extension. Failure to provide such documentation shall result in cancellation of the award or of the Agreement.

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

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

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

Certificate Holder - The Certificate Holder must be identified as:

**Alexandria Renew Enterprises
c/o Purchasing Agent
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, 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 another mechanism the amount of the deductible to ensure additional protection for AlexRenew.

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

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

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

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

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

SECTION D. SCOPE OF SERVICES/SPECIFICATIONS

Bidder's Minimum Qualifications

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

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

- Bidders shall demonstrate they have been in business providing similar grounds maintenance services for at least the last five (5) years.
- Bidders shall provide, at a minimum, three (3) comparable references of which similar work has been performed. These references shall be for work performed for other governmental agencies or other large commercial properties. These shall have a minimum billing of at least \$80,000 per year.
- Bidders shall provide evidence of possession of Certified Irrigation Contract (CIC), and or Certified Irrigation Auditor (CIA) with their bids.
- Bidders shall have at least a Class C license to perform landscape irrigation system planning and maintenance services, the contractor's license number shall be provided with bids.

Site Inspection

The addresses for all sites covered under this solicitation are included in the Bid Form. Potential bidders shall acquaint themselves thoroughly as to the character and nature of the work to be performed. Each bidder shall make a careful examination of the sites of work and inform themselves fully of the difficulties encountered in the performance of the work. No plea of ignorance of conditions that exist on the site of the work or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the Contract Documents and to complete the work, or as a basis for any claim. In-depth communications with the authorized AlexRenew representative placing the order is highly encouraged. The Contractor shall employ such methods or means to ensure its operation does not cause any interruption or interference with the work of other contractors or AlexRenew personnel at the site.

Attached with this solicitation are the maps that depict the mowing areas covered under this solicitation.

General Requirements

A. General:

- 1) The Contractor shall furnish adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the projected work. The ultimate responsibility of the Contractor is to provide landscaping and related services for facilities, which will reflect favorably upon AlexRenew and the Contractor. AlexRenew reserves the right to add similar items/services or delete items/services specified in the Contract as requirements change during the course of the Contract. Prices for items/services to be added to/deleted from the Contract will be mutually agreed upon

by AlexRenew and the Contractor. A Contract Amendment will be issued for each addition/deletion.

- 2) All materials and equipment used by Contractor in the performance of the work shall be properly operated and maintained in full accordance with manufacturers' instructions and industry safe practices. Contractor shall be responsible for the proper installation use and maintenance of safety shields and skirts on all mowing and trimming equipment.
- 3) Contractor will be responsible for obtaining any and all applicable business licenses required to fulfill this Contract and will comply with all laws, ordinances, rules and regulations of the jurisdiction in which the work may be performed.
- 4) All work performed by Contractor will be subject to the direction, supervision, and inspection of the AlexRenew Contract Manager. Notwithstanding such inspections, the Contractor shall be held fully responsible for the acceptability of the work.
- 5) Contractor may only park or leave its vehicles and equipment in designated areas and only for as long as necessary to perform the specified work.

B. Safety Requirements:

- 1) The Contractors' employees shall wear ANSI-approved hard hats, safety shoes, traffic vests, etc.
- 2) All Equipment used in the performance of this Contract shall be equipped with factory safeguards or safety modifications meeting OSHA requirements.
- 3) Front-end loaders shall be equipped with Roll-over Protection System (ROPS) cab. Safety practices shall be in conformance with applicable local, state, and federal regulations.
- 4) All Contractor employees shall wear Virginia OSHA-approved orange safety vests to alert traffic of their presence.
- 5) The Contractor shall solely be responsible for jobsite conditions, including safety of all persons (including its employees) and property during performance of the work. This requirement shall apply continuously, whenever work is performed, and is not limited to normal working hours. Safety provisions will conform to U.S. department of labor (OSHA), and all other applicable federal, state and local laws, ordinances, codes and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Contractors' failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve him/her from compliance with the obligations and penalties set forth therein.
- 6) Dangerous and unusual situations in mowing and/or landscaping areas shall be reported to the Contract Manager as soon as practicable by telephone that day or at the latest, the next business days following discovery of such conditions and or situations.
- 7) The Contractor shall comply with all safety recommendations provided by chemical manufacturers (including fertilizer and lime).
- 8) All accidents shall be reported immediately by phone or in person. The verbal report

shall be followed up with a written summary of the incident which include but is not limited to such detail as the nature of accident, individuals involved in the accident, police report (if applicable), and how the incident was resolved or will be resolved.

- 9) Blocking of streets, parking lots, driveways and other means of access and egress is prohibited.
- 10) The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and ground personnel required to ensure the safety, protection, and warning of persons and vehicular traffic within the area.
- 11) The Contractor shall adhere to all signs and posted notices in and around AlexRenew properties.

C. Permitted Hours of Performance:

- 1) Services under this Contract shall be performed on Mondays through Fridays between 7:00 a.m. and 4:00 p.m., unless requested by AlexRenew, specifically, no work shall be performed outside of the identified hours and days.
- 2) If it becomes necessary to perform certain tasks outside of permitted working hours, or on weekends or holidays, Contractor shall notify AlexRenew at least forty-eight (48) hours in advance.

Routine: Shall be defined as work relating to, or being in accordance with established procedures. All routine work schedules will be discussed at the Contract Kickoff Meeting. The Contractor shall be prepared to begin to commence work upon arrival.

D. Protection of Work, Property, and Persons:

- 1) The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- 2) The Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the site, AlexRenew employees working within the facility and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether it is storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of project area.
- 3) The Contractor shall document existing conditions in the vicinity of the work and call the attention of AlexRenew Contract Manager to previously damaged areas or questionable conditions. Normal use and operation of the facility shall be maintained continuously throughout the project.
- 4) The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction.
- 5) The Contractor shall erect and maintain as required by, the conditions and progress of the work, all necessary safeguards for safety and protection.

- 6) The Contractor shall notify the owners of adjacent utilities when the progress of the work may affect them.
- 7) The Contractor shall remedy, all damages, injuries 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.
- 8) 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.
- 9) 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.

E. Supervision by Contractor:

- 1) The Contractor shall supervise and direct the work, and will be solely responsible for the means, methods, techniques, sequences, and procedures of Work.
- 2) The Contractor shall employ and maintain to the work a qualified supervisor or superintendent who will be 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.

F. Inspection of Worksite:

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

G. Damages by Contractor

- 1) The Contractor shall be responsible for taking all reasonable precautions to avoid damage to existing plants, shrubs, turf, paved areas, utilities and structures. Any damaged areas will be restored to their original condition at no additional cost to AlexRenew.
- 2) Damages to turf areas or AlexRenew facilities (e.g.: flower beds, hedges, demonstration areas, shrubs, or specialized landscaping as a result of mowing operations shall be reported to the Contract Manager or Purchasing Agent (email, telephone, voice-mail) within twenty four (24) hours and repaired or replaced within two (2) weeks of date of damage (one week if damage presents a safety hazard to facility users) by the Contractor at no cost to AlexRenew. Failure to repair the damaged areas will result in withholding the amount of the cost of repair by AlexRenew forces from a subsequent monthly payment due to the Contractor.

H. Guarantees:

- 1) All shrubs and trees furnished and installed under this contract shall be guaranteed for a period of one (1) year from the date of acceptance of the work by AlexRenew. Survival verification shall be at the sole discretion of the AlexRenew Contract Manager, or the designated authorized representative.

- 2) The Contractor shall provide maintenance of plantings – weeding and watering – as needed to achieve survival. At a minimum, maintenance shall consist of manual suppression of vines and other invasive plants. Herbicide, fungicide, and fertilizer, applications may be allowed with prior approval from the AlexRenew Contract Manager, or the designated authorized representative. Once planting is completed, a program of watering shall be instituted that is sufficient to support proper plant growth and insure survivability. The frequency and duration of watering shall be dictated by the nature of the on-site soils and the amount of rainfall.
- 3) New turf plantings (sod/seed) shall be guaranteed only until the time of Final Acceptance. The Contractor shall maintain and mow all new turf plantings until Final Acceptance. Final Acceptance of turf establishment shall be as follows. For sod: complete lush cover with no brown sections or cracks showing. Rooting between the sod and soil shall have been established. For seeding (hydro-seeding or seeding and mulching): 95% coverage of grass in excess of one-inch height. No bare spots greater than one square foot will be accepted.

I. Material, Workmanship, Inspection, and Acceptance:

- 1) With regard to this contract, AlexRenew’s Contract Manager will determine the acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to AlexRenew. Upon notification by the Contract Manager, or designee, the Contractor shall affect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon. The Contractor shall provide a complete, workmanlike, well-executed job in accordance with these specifications and all applicable Federal, State, and local codes. It is conditioned that the Contractor shall comply in all respects with the terms, conditions, and obligations of the agreement and their obligations thereunder including the specifications. In cases where delays are clearly not the Contractor’s responsibility, the Contractor shall notify the Contract Manager, or designee, for an explanation of procedures. The Contractor must investigate and report on any complaints that might arise in connection with the use of their materials and supplies.
- 2) Neither the payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials and workmanship. Unless otherwise specified, the Contractor shall remedy any defects and pay for any damage to other work resulting therefrom. AlexRenew will give notice of observed defects with reasonable promptness.

Scope of Services

A. Grounds Maintenance Services

- 1) **Lawn Mowing Services:**
 - a) The Contractor shall provide enough equipment and personnel to complete all mowing every other week. Generally, sites shall be mowed on weekdays between the hours of 8:00 a.m. and 3:00 p.m.
 - b) Mowing season shall begin approximately the first week of April and end the first week of November, depending on contract award and weather. The number of mowing weeks is an estimate and AlexRenew reserves the right to make the final

determination of when mowing shall and shall not be done depending on site conditions and weather.

- c) Air Quality Action Days: When air quality conditions for the day are forecasted to be “Code Red” or “Code Purple”, mowing operations for that day are to be suspended. Mowing may resume when the forecast is changed to “Codes Orange, Yellow or Green”.
- d) The Contractor shall be available for periodic inspections of the sites at the request of AlexRenew at a time mutually agreed upon by both parties.
- e) The Contractor will be allowed three (3) weeks to adjust the mowing schedule. Following the adjustment period, the Contractor shall provide the Contract Manager with a schedule for subsequent mowing. Every effort shall be made to conduct mowing and landscaping services on a chosen day of the week.
- f) The Contractor shall provide mowing services according to the following schedule:
 - Every other week beginning the first week of April through the last week of August; and
 - Once a month during the months of September and October.
- g) The grass shall be cut at the height of two and a half inches (2.5”) inches. Grass heights may be elevated to three and a half inches (3.5”) during dry spells. Such exceptions will not affect the contract price. Mowers and string trimmers shall not hit trees at any time during mowing operations.
- h) Notwithstanding the foregoing, the Contractor shall remove any excess grass clippings resulting from the Contractor’s failure or delay in performing the mowing services on the scheduled date, at no additional cost to AlexRenew if requested by the Contract Manager.
- i) Contractor will ensure that trees, shrubs, and other plants are not “barked” by running into them with mowing equipment. The Contractor will be required to repair or replace damaged property including, but not limited to, trees, shrubs, curbing, signage and structures. The decision to repair or replace will be at the sole discretion of Alex Renew.
- j) The Contractor shall keep all of its mowing equipment sharp and free from leaking lubricants and fuel. Lubricants and fuel will not be added while equipment is on any AlexRenew turf.
- k) Trash, branches, rocks or other debris shall be removed from turf before each mowing. Debris collected shall be removed from the site and disposed of legally.
- l) After mowing, all clippings and mowing/edging debris shall be promptly removed from pavements, mulched areas, buildings, vehicles and fences. The use of mulching mowers is preferred and encouraged. Excessive grass clippings may be required to be removed by the Contract Manager if such clippings affect the health or aesthetics of the turf or property.
- m) Mulched areas shall remain free of ruts, compaction, and tire tracks caused by mowing equipment. Mowing shall be done in a manner that minimizes scalping, tire marking and missed areas on lawns.

- n) Mower blades shall be sharp enough to cleanly cut each grass blade. Tearing of the leaf is not acceptable.
- o) The Contractor shall be responsible for all damages caused by their employees. Such damage shall be repaired promptly to the satisfaction of and at no expense to AlexRenew.
- p) All equipment guards, chutes, and other safety devices are to remain in place and engaged during mowing. Cutting shall be done so that clippings are not ejected onto vehicles, permeable pavement, mulched areas, flower beds, walls, windows, drains, gutters, or tanks etc. Special care is to be taken not to cause damage or injury when working around vehicles or pedestrians.
- q) Care should be taken so that no fuel is spilled when refilling equipment or containers. Filling shall be done away from storm drains, permeable pavement and plants. Fuel spills shall be contained and cleaned up immediately per local and federal regulations.
- r) Workers shall be supervised by a qualified, responsible crew leader. Equipment operators shall be properly trained to safely operate any machinery used. A crew member able to speak conversational English shall be on site during work operations. All personnel shall wear uniforms prominently displaying company name. All personnel shall also carry proper identification at all times. All vehicles shall be identified with company name.
- s) Contractor's mowing services shall be in accordance with the City of Alexandria Nuisance Ordinance.

2) Trimming and Edging:

- a) Trimming shall be performed without exposing the dirt, around all trees, fences, signs, posts, poles, sidewalks, fencing, driveways, walkways, and buildings, and any and all other appropriate locations either by hand or with a string trimmer when each mowing is performed. Visible debris from trimming must be removed from the site and properly disposed. Turf trimmings must not be blown into exposed tanks.
- b) The Contractor shall perform edging to maintain a crisp edge between the hard surface and turf areas. All debris generated by mechanical edging shall be removed from the site and disposed of in a legal manner at the contractor's expense.

3) Leaf and Debris Removal (On As Needed Basis):

- a) The Contractor shall provide leaf removal service for the listed sites on an as needed basis as determined by AlexRenew. (All bidders shall provide a flat fixed rate per removal per location.) The Contractor shall make its own arrangements for the disposal of leaves and incorporate any associated fees as overhead.
- b) Leaves shall be removed from all identified areas including turf, beds, mulched areas, parking lots, walkways, curbs, stair/window wells, and pavement. All collected leaves and debris shall be removed from the sites and disposed of legally. Care shall be taken to keep dust and debris generated during collection from being deposited on vehicles or structures.

- c) Under no circumstance are leaves to be raked, blown, dumped, or otherwise placed into landscape beds or natural areas.

4) Mulching:

- a) The Contractor shall mulch around all trees and shrubs before the first cutting and not later than April 1. Mulch shall be natural colored, double-shredded hardwood, applied evenly and at a uniform minimum depth of three inches. Old mulch must be removed at no additional cost to AlexRenew as deemed aesthetically necessary by Alex Renew. Additional mulching as requested by AlexRenew will be billed at the applicable contracted rate.
- b) New mulch shall not cover weeds or debris. The mulching area shall be thoroughly cleaned and compacted prior to mulch application.

B. Irrigation Maintenance and Planning:

1. The Contractor shall report for AlexRenew's service requests within twenty-four (24) hours of receipt of call from AlexRenew. However, there may be circumstances that will preclude this prior notification. AlexRenew will expect the Contractor to honor this bid with prompt and reliable service regardless of length of the notification period.
2. Routine services are those scheduled services that are not considered an emergency. Such services would be called a routine or with a required time frame for completion. Upon arrival and when departing the job site, the Contractor shall be required to contact AlexRenew Contract Manager.
3. All routine/non-emergency irrigation installations or repairs must be approved and scheduled in advance with AlexRenew's Contract Manager, or designee.
4. The successful bidder must own or have the ability to lease equipment necessary to complete routine irrigation repairs. The minimum required equipment should include a large backhoe, trencher and digging implements used to make repairs associated with the irrigation industry. Any additional equipment, which may be used by the contractor that is not listed herein, shall be provided by the Contractor.
5. After an irrigation repair has been successfully completed, the Contractor shall be responsible for the restoration and cleanup of the project area. This may require the addition of specified topsoil and grass to create a safe and acceptable appearance to AlexRenew's satisfaction.
6. The Contractor shall report for routine service requests onsite, fully equipped with all necessary, parts, supplies, manpower, supervision and all things necessary to complete irrigation repairs and installations.

C. Fertilization and Herbicide Application:

1. The Contractor shall apply all herbicides and pesticides according to Federal, State, and Local laws, regulations and label directions. A complete list of all herbicides and pesticides used shall be made available to AlexRenew whenever requested by the Contract Manager within twenty (24) hours. The SDS data sheets shall be provided to the Contract Manager prior to the use of the chemical whenever requested.
2. The Contractor shall fertilize all turf in March or April before the first mowing and again

in September or October.

3. The Contractor shall fertilize turf areas with professional quality, granular fertilizer containing at least fifty percent (50%) slow-release Nitrogen, Water Insoluble Nitrogen (WIN) with an NPK proportion of 4-1-2. All applications will have a minimum Nitrogen content of 20% by weight e.g., 24-6-12. A total of three (3) pounds of actual nitrogen/1000 sq. feet/year shall be applied in split applications.
4. No fertilizer shall be applied during periods of extended drought as determined by the Contract Manager. The scheduling and application of herbicides and fertilizers shall always be coordinated with the Contract Manager or designee.
5. Herbicides may be applied, only upon request of AlexRenew. Herbicide applications will be applied to all vegetation growing in and around cracks, joints, buildings, posts and all other applicable areas and will show results within 24-48 hours. Herbicide applications will be at the manufacturers recommended application rates and billed at the applicable contracted rate.
6. If insect and disease problems occur, notify the AlexRenew's Contract Manager, before applying appropriate chemicals to evergreen trees, deciduous trees and shrubs in leaf, and groundcovers/ perennials.
7. All chemicals used for control purposes shall be applied by, or under the direct supervision of, a Virginia Certified Pesticide Applicator.

D. Tree Pruning, Trimming and Stump Removal

1) Tree and Stump Removal:

- a) Stumps (including root flares) and surface roots within three (3) feet of root flares shall be ground to a depth of twenty-four inches (24"). Access to stumps maybe limited at some locations; in the event of said limitations, the Contractor shall still be required to complete the work. Completeness of work shall be determined by the Contract Manager on a case-by-case basis.
- b) Chips and residue may be returned to the hole to level the grade. Any excess grinding shall be removed by the Contractor and legally disposed of at an authorized facility.
- c) A layer of screened topsoil at least four inches (4") thick shall be placed over the stump area. The area shall be crowned at least two inches (2") above the surrounding grade to allow for settling and shall be raked smooth. In no case shall the final grade be any higher than six inches (6") the above surrounding grade. The Contractor shall reseed the area with certified seed approved by AlexRenew Contract Manager or designee if applicable.
- d) Tree removal shall be in accordance with applicable industry standards and based on the following minimum requirements:
- e) Extreme care shall be taken to prevent limbs branches, and trunks from falling and causing personal or property damage.
- f) Limbs and branches larger than four inches (4") in diameter shall be lowered to the ground by the use of ropes or other mechanical devices.
- g) Stumps shall not be left higher than three inches (3") above ground level.

- h) The Contractor shall restore any turf areas and grades damaged by vehicle or mechanical operations to their original condition.

2) Tree and Shrub Pruning and Trimming Services:

- a) Prune as authorized and specified by AlexRenew Contract Manager. Pruning shall be limited to that which can be reached using a pole-pruner. All pruning cuts shall be made with appropriate pruning saws or loppers (not chainsaws) and located just above a bud, branch, or limb, leaving the branch collar for optimal healing.
- b) Deciduous trees shall be pruned, when dormant to promote open framework in the crown and to remove basal suckers. Prune to maintain pedestrian and vehicular clearances, as well as to remove damaged, dead, or crossing branches. Pruning to be done using recognized best industry practices, similar to those detailed in Virginia Cooperative Extension publication 430-456, Pruning Deciduous Trees found on the web at https://www.pubs.ext.vt.edu/content/dam/pubs_ext_vt_edu/430/430-456/430-456_pdf.pdf
- c) The Contractor shall prune the evergreen trees using recognized best industry practices, similar to those detailed in Virginia Cooperative Extension publication 430-457, Pruning Evergreen Trees found on the web at <http://pubs.ext.vt.edu/430/430-457/430-457.html>. Prune to maintain pedestrian and vehicular clearances, as well as to remove damaged, dead, or crossing branches.
- d) Remove all dead, diseased, or damaged branches back to point of branching. If fifty percent (50%) or more of the plant parts are dead or unhealthy, notify AlexRenew's Contract Manager, as soon as possible so that they can be replaced under the warranty provision. If the plant warranty has expired, and upon written notification from the AlexRenew, the Contractor shall remove the affected plant(s) entirely and add topsoil as necessary to fill the vacated planting pit(s) up to grade level. Remove and grade out any remnants of the former planting pit and sow species-appropriate grass seed. The removal shall be limited to trees sized as follows:
- e) Deciduous, single-stemmed trees: less than or equal to four inches (4") in the caliper.
- f) Evergreen or multi-stemmed trees: less than or equal to fourteen feet (14') in height.
- g) Pruning shall be performed in the appropriate season as not to remove fruit or bloom. Every effort shall be employed to maintain a natural growth form for each plant species.
- h) Groundcovers, perennials, and annuals shall be pruned as directed for both activity schedule and pruning method. Remove dead flowering structures after blooming and berrying.
- i) When asked by AlexRenew Contract Manger, cut dead shrubs within the project limits flush to the ground (so as to avoid a tripping hazard) and remove dead material from the site.

E. General landscape Maintenance Services

- 1. Contractor's landscape and turf maintenance services shall be in accordance with the industry best practices for maintenance for turf, litter control, mulched bedded areas and included plant materials, individually planted trees and shrubs, annual beds, and

hardscape areas lying within the limits of identified areas.

2. At the request of AlexRenew, the Contractor shall install herbaceous annual/biennial plants Identified areas in seasonal color. Seasonal colors and plant type will be determined by AlexRenew, in accordance with EC Planting Plan. The Contractor shall verify proposed seasonal color cultivars with AlexRenew Contract Manager prior to installation.
3. The Contractor shall install only native plants for Northern Virginia. For a guide to native plants for Northern Virginia please refer to <https://media.alexandriava.gov/docs-archives/alexandriavagov/live/cityofalexandriaplantlistscurrent.pdf>.
4. Provide weed control programs for weed-free mulched bed areas and tree collars. Weed-free conditions shall be provided continuously throughout the year (including the winter months).
5. Prune plant material to promote natural growth forms for each species.
6. Sufficient vertical clearances shall be maintained above walkways to provide clearance for pedestrians dictated by the locations.
7. Sufficient horizontal clearances shall be maintained to clear curbing, walkways, buildings, or other adjacent hardscaping.
8. Provide best management practices for insect and disease control.
9. The Contractor shall provide fertilizer and mulching programs. Mulch shall NOT be the color-enhanced, shredded hardwood mulch (not mulch made from pallets). Preferred fertilizer for trees and shrubs will be Osmocote Pro 19-5-9, or equivalent with IBDU and minors (10-12 month longevity). Edge bed areas to sufficiently retain mulch.
10. The Contractor shall remove dead/dying plant materials and addition and grading of topsoil to establish a positive grade.
11. The Contractor shall provide correction for leaning plants and/or removal of tree staking materials. Generally, staking materials shall be removed after plant installation, and after proper rooting (generally no more than 1 year) unless needed for the storm, vehicle, or other damage.
12. The Contractor shall pick up all litter and debris from the green areas (turf and mulched beds) and paved areas (walkways, parking lot, curbing, and drainage drop inlets). Litter control shall include debris resulting from natural vegetation (fallen leaves, branches, grass clippings, etc.) as well inorganic materials (plastic, glass, metal, paper, rocks, etc.)
13. The Contractor shall provide weed control for all walkways, drive aisles, parking lots, drainage outfalls, etc.
14. The Contractor shall provide the labor and material to install Spring and Fall seasonal colors in flowerbeds. The Contractor shall provide six-inches (6") potted plants, twice annually. Cultivars/species of each seasonal color shall be approved by AlexRenew Contract Manager, prior to installation. The Contractor shall make arrangements for

delivery, unload plant materials, and transport the plants to the Jobsite using its own equipment and labor.

15. The Contractor shall broadcast Osmocote or equivalent fertilizer in the planting bed. The Contractor shall add additional mulch to the seasonal color area to yield a uniform, manicured appearance.
16. The Contractor shall water each plant thoroughly upon installation, after mulching. If available, outside hosecocks may be used for watering purposes. The Contractor shall water annuals as necessary in order to establish and maintain healthy plants.
17. All beds, tree collars, and hardscapes shall be maintained in weed-free condition through the use of herbicides (pre and post-emergent) and hand labor. A weed shall be considered any vegetation found growing that was not originally planted or intended for the landscape and/or any vegetation that is deemed undesirable/troublesome. Weeds shall include but are not limited to, all annual, perennial, and sedge grasses, broadleaf herbaceous plants (dandelion, chickweed, henbit, spurge, sweetbrier, poison ivy, muscadine grape, etc.), tree/shrub seedlings, wild rose, unruly vines, etc.

F. Additional Services and Assignments

AlexRenew may require the Contractor to provide additional services related to grounds maintenance services. The cost of such services shall be billed at the hourly rates bid for this purpose. The Contractor shall only invoice for actual work performed, no portal-to-portal charges will be paid.

SECTION E. BID FORM



INVITATION TO BID NUMBER 22-012

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: (Legal Name Of Entity)	
FORMER NAMES: (Insert all other names that this entity has been known by in the past twenty (20) years)	
AGE OF THE ENTITY: How many years this entity has been in business under the current name?	
PRINCIPAL PLACE OF BUSINESS:	
TELEPHONE NO.:	FAX NO.:
CORPORATE WEBSITE:	
DUNS NUMBER:	
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) _____	
IDENTIFICATION NO. ISSUED TO THE FIRM BY SCC: If Bidder is exempt from the SCC authorization requirement, the bidder shall include a statement on the entity's letterhead with its application certifying their exemption from this requirement. _____	
DEBARMENT, DISQUALIFICATION AND OR SUSPENSION: Is the entity or any of its principals currently debarred, suspended or disqualified from submitting _____ YES; _____ NO	

<p>responses to the City, or any other state, local or federal entities?</p>	
<p>BIDDER'S STATUS PLEASE MARK ONE: _____ MINORITY OWNED; _____ WOMAN OWNED; _____ NEITHER</p>	
<p>NOTE: If the answers to any questions below are yes, use additional pages to provide detailed description of the situation and or provide full documentation</p>	
<p>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</p>	
	<p>_____ YES; _____ NO</p>
<p>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?</p>	
	<p>_____ YES; _____ NO</p>
<p>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 RFP process for any contract? If yes, please explain the circumstances:</p>	
	<p>_____ YES; _____ NO</p>
<p>RELEASE FROM CONTRACT APPLICATION, OR AWARD: Has the Bidder filed a request to be released from an application, selection or award of any contract within the last five (5) years? If yes, please explain the circumstances.</p>	
	<p>_____ YES; _____ NO</p>
<p>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:</p>	
	<p>_____ YES; _____ NO</p>
<p>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</p>	
	<p>_____ YES; _____ NO</p>

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to the Sample Agreement for further details):

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by 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 Bid I have submitted **does** contain trade secrets and/or proprietary information.

() **No**, the Bid 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 Bid 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 Bid 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 BID (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 bid.

NAME OF AND TITLE BIDDER'S REPRESENTATIVE

SIGNATURE OF BIDDER'S REPRESENTATIVE

DATE

Bidders shall complete tables below and submit them with their bids

#	Item Specification/Description	UMO	Est. QTY	Unit Price	Extended Price
1500 Eisenhower Avenue, Alexandria, VA 22314 (Main Campus) – Turf Area approximately 99,600 SF					
1	MOWING	EA	14	\$	\$
2	TRIMMING AND EDGING	EA	14	\$	\$
3	WEEDING	EA	14	\$	\$
4	LAWN FERTILIZATION AND CHEMICAL APPLICATION	SF	99,600	\$	\$
5	MULCHING	C.Y.	110	\$	\$
6	FENCE CLEANING	LF	2100	\$	\$
TOTAL (SUM OF ITEMS 1 THRU 6)				\$	
1800 Limerick Street, Alexandria, VA 22314 (Auxiliary Facility-Environmental Center and adjacent NMF building) – Turf Area approximately 68,130 SF					
1	MOWING	EA	14	\$	\$
2	TRIMMING AND EDGING	EA	14	\$	\$
3	WEEDING	EA	14	\$	\$
4	LAWN FERTILIZATION AND CHEMICAL APPLICATION	SF	68,130	\$	\$
5	MULCHING	C.Y.	90	\$	\$
6	FENCE CLEANING	LF	900	\$	\$
TOTAL (SUM OF ITEMS 1 THRU 5)				\$	
1901 Potomac Avenue, Alexandria, VA 22314 (Potomac Yard Pump Station) - Turf area approx. 1373 sq. f.t.					
1	MOWING	EA	14	\$	\$
2	TRIMMING AND EDGING	EA	14	\$	\$
3	WEEDING	EA	14	\$	\$
4	LAWN FERTILIZATION AND CHEMICAL APPLICATION	SF	1,373	\$	\$
5	MULCHING	C.Y.	8	\$	\$
6	FENCE CLEANING	LF	200	\$	\$
TOTAL (SUM OF EXTENDED COST FOR ITEMS 1 THRU 5)				\$	
1701 Potomac Greens Drive, Alexandria, VA 22314 (Slaters Lane Yard Pump Station)-Turf area approx. 1775 sq. ft.					
1	MOWING	EA	14	\$	\$
2	TRIMMING AND EDGING	EA	14	\$	\$
3	WEEDING	EA	14	\$	\$
4	LAWN FERTILIZATION AND CHEMICAL APPLICATION	SF	1,775	\$	\$
5	MULCHING	C.Y.	10	\$	\$

#	Item Specification/Description	UMO	Est. QTY	Unit Price	Extended Price
6	FENCE CLEANING	LF	200	\$	\$
TOTAL (SUM OF EXTENDED COST FOR ITEMS 1 THRU 5)				\$	
3650 Commonwealth Avenue, Alexandria, VA 22314 (Four Mile Run Pump Station) - Turf area approx. 2173 sq. ft.					
1	MOWING	EA	14	\$	\$
2	TRIMMING AND EDGING	EA	14	\$	\$
3	WEEDING	EA	14	\$	\$
4	LAWN FERTILIZATION AND CHEMICAL APPLICATION	SF	2,173	\$	\$
5	MULCHING	C.Y.	15	\$	\$
6	FENCE CLEANING	LF	1000	\$	\$
TOTAL (SUM OF EXTENDED COST FOR ITEMS 1 THRU 5)				\$	
Tree Services					
1	STUMP REMOVAL – UP TO 6” DBH	EA	1	\$	\$
2	STUMP REMOVAL – OVER 6” TO 12” DBH	EA	1	\$	\$
3	STUMP REMOVAL – OVER 12” TO 18” DBH	EA	1	\$	\$
4	STUMP REMOVAL - OVER 18” TO 24” DBH	EA	1	\$	\$
5	STUMP REMOVAL - OVER 24” TO 30” DBH	EA	1	\$	\$
6	STUMP REMOVAL - OVER 30” TO 36” DBH	EA	1	\$	\$
7	STUMP AND REMOVAL - OVER 36” TO 42” DBH	EA	1	\$	\$
8	REMOVAL - OVER 42”	EA	1	\$	\$
9	WORKING FOREMAN (ROUTINE)	HR	10	\$	\$
10	CLIMBER\TRIMMER(ROUTINE)	HR	10	\$	\$
11	GROUNDSPERSON (ROUTINE)	HR	10	\$	\$
12	WORKING FOREMAN (EMERGENCY)	HR	10	\$	\$
13	CLIMBER\TRIMMER (EMERGENCY)	HR	10	\$	\$
14	GROUNDSPERSON (EMERGENCY)	HR	10	\$	\$
TOTAL (SUM OF EXTENDED COST FOR ITEMS 1 THRU 14)				\$	
Irrigation System planning, installation and Maintenance Services					
1	WORKING FOREMAN	HR	10	\$	\$
2	INSTALLER/TECHNICIAN	HR	10	\$	\$
3	TECHNICIAN HELPER	HR	10	\$	\$
TOTAL (SUM OF EXTENDED COST FOR ITEMS 1 THRU 3)				\$	
Total Bid Amount (sum of all totals above)				\$	
Written in Words					

Attachment A-Pricing Sheet

Bidders shall complete tables below and submit with their bids.

INDICATE DISCOUNT RATE OFF OF LISTED PRICE FOR LANDSCAPE AND NURSERY MATERIALS (ATTACH A LIST OF PRODUCT)				%
INDICATE DISCOUNT RATE OFF OF LISTED PRICE FOR PLANTING MATERIAL (ANNUALS, PERENNIALS, SHRUBS, TREES, ETC.) (ATTACH A LIST OF PLANTING)				%
INDICATE DISCOUNT RATE OFF OF LISTED PRICE FOR IRRIGATION SYSTEM PARTS AND EQUIPMENT (ATTACH A LIST OF PARTS AND EQUIPMENT)				%
DELIVERY TIME FOR STOCKED ITEMS	AFTER RECEIPT OF ORDER			
DELIVERY TIME FOR NON-STOCKED ITEMS	AFTER RECEIPT OF ORDER			
CONTACT PERSON FOR SCHEDULING OF WORK :	NAME	TELEPHONE	EMAIL ADDRESS	
EMERGENCY CONTACT: (THE PHONE MUST BE ANSWERED BY A LIVE PERSON 24 HOURS/7 DAYS A WEEK)				
DOES YOUR FIRM HAVE AT LEAST FIVE (5) YEARS OF EXPERIENCE PERFORMING LANDSCAPING AND GROUND MAINTENANCE SERVICES?	YES		NO	
DOES YOUR FIRM HAVE CLASS C CONTRACTOR'S LICENSE? FOR INSTALLATION AND MAINTENANCE OF IRRIGATION SYSTEMS	YES		NO	
WILL YOUR FIRM BE ABLE TO RESPOND ONSITE WITHIN TWO (2) HOURS OF NOTIFICATION FOR EMERGENCY WORK? IF THE ANSWER IS NO, PROVIDE ALTERNATE TIMEFRAME THAT IS REASONABLE.	YES		NO	
ATTACH A COPY OF YOUR FIRM'S SAFETY POLICIES				
ATTACH A COPY OF YOUR FIRM'S QUALITY CONTROL/QUALITY ASSURANCE PROCEDURES				

The undersigned swears or affirms under the penalty of perjury and upon personal knowledge that the contents of Bid entered and received are true and correct and Bidder has exercised all the necessary due diligence to submit a balanced bid.

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

-INTENTIONALLY LEFT BLANK-

Attachment B-References Form

Provide references from two (2) organizations where the bidder has performed similar services, one (1) organization who whom the bidder has at least 5 years of experience and one (1) organization reference for Feed Tubs.

Name and address of Awarding Entity:	
Contact Person:	Name: Email: Phone:
Start/End Month/Year of Service Provided:	
Name and address of Awarding Entity:	
Contact Person:	Name: Email: Phone:
Start/End Month/Year of Service Provided:	
Name and address of Awarding Entity:	
Contact Person:	Name: Email: Phone:
Name and address of Awarding Entity:	
Contact Person:	Name: Email: Phone:



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>

Attachment D- 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, \$2,000,000 ANNUAL AGGREGATE
X	4	PREMISES/OPERATIONS \$500,000 CSL BI/PD EACH OCCURRENCE MILLION ANNUAL AGGREGATE
X	5	AUTOMOBILE LIABILITY \$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
X	6	OWNED/HIRED/NON-OWNED VEHICLES \$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
X	7	INDEPENDENT CONTRACTORS \$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
	8	PRODUCTS LIABILITY \$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	9	COMPLETED OPERATIONS \$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	10	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE) \$500,000 CSL BI/PD EACH OCCURRENCE
	11	PERSONAL AND ADVERTISING INJURY LIABILITY \$1 MILLION EA. OFFENSE, \$1 MILLION ANNUAL AGGREGATE
X	12	UMBRELLA LIABILITY \$ 2 MILLION BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY
X	13	PER PROJECT AGGREGATE \$1 MILLION PER OCCURRENCE/CLAIM
	14	PROFESSIONAL LIABILITY
	A	ARCHITECTS AND ENGINEERS \$1 MILLION PER OCCURRENCE/CLAIM
	B	ASBESTOS REMOVAL LIABILITY \$2 MILLION PER OCCURRENCE/CLAIM
	C	MEDICAL MALPRACTICE \$1 MILLION PER OCCURRENCE/CLAIM
	D	MEDICAL PROFESSIONAL LIABILITY \$1 MILLION PER OCCURRENCE/CLAIM
	15	MISCELLANEOUS E&O \$1 MILLION PER OCCURRENCE/CLAIM
	16	MOTOR CARRIER ACT END. (MCS-90) \$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
	17	MOTOR CARGO INSURANCE
	18	GARAGE LIABILITY \$1 MILLION BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
	19	GARAGE KEEPERS LIABILITY \$500,000 COMPREHENSIVE, \$500,000 COLLISION
	20	INLAND MARINE-BAILLIE'S INSURANCE \$
	21	MOVING AND RIGGING FLOATER ENDORSEMENT TO CGL
	22	DISHONESTY BOND \$
	23	BUILDER'S RISK PROVIDE COVERAGE IN THE FULL AMOUNT OF CONTRACT
	24	XCU COVERAGE ENDORSEMENT TO CGL
	25	USL&H FEDERAL STATUTORY LIMITS
X	26	CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT
X	27	NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE IN COVERAGE SHALL BE PROVIDED TO 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: _____



LET US KNOW WHAT YOU THINK

Note: Please attach the completed survey with your bid

Bidder's Name				
Contact's Information	Contact Name			
	Phone			
	Email			
How did you find out about this solicitation?	<input type="checkbox"/> AlexRenew Website	<input type="checkbox"/> eVA	<input type="checkbox"/> LinkedIn	<input type="checkbox"/> Other (specify)
Have you ever been awarded a contract with AlexRenew?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No Answer	
	Comments:			
What did you like best about this solicitation process?				
What did you like least about this solicitation process?				
Was the solicitation easy to follow and understand?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
	Comments:			
Were you given enough time to prepare; if not how much time was needed and how much additional time would have helped you?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
	Comments:			

Were the goods required in the solicitation obsolete or outdated? If yes, describe current goods and their features and or submit brochures and catalogs.	<input type="checkbox"/> Yes		<input type="checkbox"/> No
	Comments:		
How could we improve our future solicitation process?			
How would you rate our procurement page, did you find the information on this page helpful?	<input type="checkbox"/> High	<input type="checkbox"/> Average	<input type="checkbox"/> Needs Improvement
	Comments:		
How do you rate the professionalism and knowledge of the procurement professionals in AlexRenew?	<input type="checkbox"/> High	<input type="checkbox"/> Average	<input type="checkbox"/> Needs Improvement
	Comments:		

ITB Checklist

This checklist is provided for the convenience of vendors on the items that need to be submitted as part of the bid submission; each bidder is responsible for the accuracy and completeness of their bids. Place a checkmark next to each item included in your submission

<input type="checkbox"/>	Completed and signed in ink Bid Form
<input type="checkbox"/>	Attachment A (Pricing Sheet)
<input type="checkbox"/>	Addenda were acknowledged and enclosed (if applicable)
<input type="checkbox"/>	Attachment B (References form)
<input type="checkbox"/>	Did you submit a copy of your firm's CIC or CIA with your bid?
<input type="checkbox"/>	Did you provide your contractor license number?
<input type="checkbox"/>	Attachment C (MAPT Rider)
<input type="checkbox"/>	Attachment D (Insurance Checklist)
<input type="checkbox"/>	Attachment E (Purchasing Survey)
<input type="checkbox"/>	Your firm's Safety Policies and Procedures
<input type="checkbox"/>	Your firm's Quality Control/Quality Assurance Procedure
<input type="checkbox"/>	An electronic copy of the original bids on a Compact Disc (CD) or Universal Serial Bus (USB) flash drive is included
<input type="checkbox"/>	The envelope containing the bid is properly identified with the ITB #, ITB title, and vendor's name
<input type="checkbox"/>	The envelope containing the bid is properly sealed
<input type="checkbox"/>	Attachment E (ITB Checklist)

SECTION F. ALEXRENEW STANDARD AGREEMENT

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



STANDARD AGREEMENT FOR SERVICES

AGREEMENT NO. 22-012

BY AND BETWEEN

ALEXANDRIA SANITATION AUTHORITY DBA ALEXANDRIA RENEW ENTERPRISES
("ALEXRENEW")

1800 LIMERICK STREET

ALEXANDRIA, VA 22314

AND

[EFFECTIVE DATE - __]

THE PARTIES TO THIS STANDARD GOODS AGREEMENT (“Agreement”), Alexandria Renew Enterprises (“AlexRenew”), and _____, a state of _____, authorized to conduct business in the Commonwealth of Virginia with a principal place of business located at _____ (“Contractor”), for the consideration specified hereinafter specified, agree as follows:

WITNESSETH:

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

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

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

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

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

ARTICLE 1. INTERPRETATION of AGREEMENT

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

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

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

AlexRenew and the Contractor each acknowledge that it has had the opportunity to review this Agreement and to obtain appropriate legal review if it so chose.

ARTICLE 2. CONTRACTING ARRANGEMENT, SCOPE OF SERVICES, AND RELATED MATTERS

A. Fees, Ordering, and Payment Procedures.

1. Ordering

- a.** AlexRenew will issue Purchase Orders to encumber funds and authorize the purchase of Goods. The cost for the purchase of goods will be based on the discount rate off of the manufacturer’s published rates.

- b. The Agreement does not obligate AlexRenew to purchase a specific quantity of items or services during the Agreement term. Any quantities that are included in the Agreement are the present expectations of AlexRenew for the contract period, and AlexRenew is not under any obligation to buy that or any amount as a result of having provided this estimate or having had any normal or otherwise measurable requirements in the past. AlexRenew may require more goods and services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and or rates in the Agreement.
- c. AlexRenew does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting Agreement. The items or services covered by the Agreement may become available under other AlexRenew contracts, and AlexRenew may determine that it is in its best interest to procure the Goods through those contract(s).

2. Fees and Charges

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

3. Adjustment in Fees and Charges

The labor rates shall be applicable during the first 12 months of the Agreement Term.

Fees and charges may be adjusted for the Subsequent Agreement Term; however, the Contractor agrees that it shall not increase the rates more than once during any twelve (12) month period during the Agreement Term. No such increase shall exceed the percentage of change in the U.S. Department of Labor Quarterly Employment Cost Index for the 3-month period ending in December of each year of the Agreement or three percent (3%), whichever is lesser. Any adjustment in fee(s) and price(s) that result from this provision will become on the anniversary of the Effective Date of Agreement and will be binding for the next twelve (12) months on the parties.

If the Contractor and AlexRenew have not agreed on a requested adjustment by sixty (60) days before the anniversary of the Effective Date of Agreement, AlexRenew may terminate the Agreement, whether or not AlexRenew has previously elected to extend the Agreement's term.

4. Invoice Procedures

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

- i. Dates/periods that invoice covers, including any service or deliverable, as applicable.
- ii. Line item description of the deliverable(s), product(s), services, as applicable to this Agreement, including components thereof or service type, and, if applicable.
- iii. Quantity, unit, and extended pricing for each line item
- iv. Applicable Purchase Order.
- v. This Agreement number.
- vi. Include all necessary backup documentation as requested by AlexRenew.

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

5. Payment Terms

The Contractor is responsible for the accuracy of its billing information. The Contractor is responsible for preparing complete and timely invoices in accordance with the requirements of this Agreement and any applicable Task Order. AlexRenew will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct and complete invoice as approved by the Contract Manager, which includes, at minimum all applicable information described in Section 2.A.4.

Payments will only be made for goods and services furnished, delivered, inspected, and accepted by AlexRenew. AlexRenew will notify the Contractor of objections to any invoice within fourteen (14) days after receipt of such invoice and will make payment within thirty (30) days after receipt of the Contractor's corrected invoice, provided that, if the Contractor demonstrates to the satisfaction of AlexRenew that its original invoice is correct, AlexRenew will make payment within fifteen (15) days after confirmation the invoice was correct. AlexRenew shall promptly pay for undisputed invoice charges while the parties are working to resolve issues related to disputed charges.

All payment terms are net thirty (30) days after receipt of a correct (as determined by the Contract Manager) invoice by AlexRenew.

6. Taxes-Federal, State, and Local

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

7. Miscellaneous Payment Requirements

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

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

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

At any time prior to final payment under this Agreement and within three (3) years thereafter, AlexRenew shall have the right to audit direct charges, to the extent AlexRenew may deem necessary, for the purpose of verifying charges claimed under invoices. The Contractor agrees to maintain and make available records and books of accounts detailing fees, costs, and expenses charged against this Agreement or invoiced hereunder.

8. Compensation Warranty

The Contractor warrants the compensation set forth in Exhibit C is comparable to that currently extended to other municipal utility customers for the same or similar Services.

If in order to comply with the warranty, set forth in this Article, the Contractor reduces its fee, cost, or expense schedule during the term of this Agreement, it shall notify AlexRenew, in writing, within five (5) business days of such event. Upon notification, Exhibit B will be immediately updated and will apply for all goods and services furnished by the Contractor from the date of the notice required herein.

9. Contract Manager

The performance of the Contractor is subject to general review and approval of AlexRenew's Contract Manager, who will be appointed by AlexRenew's Chief Executive Officer.

B. Scope of Services.

1. Scope of Work

The contractor shall provide all personnel, supplies, supervision, tools, materials, equipment, transportation, and other items and services necessary to provide grounds maintenance services. Services performed are intended to improve and maintain the overall visual impression of AlexRenew facilities.

2. Contractor's Performance

The Contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor shall schedule its operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide well-groomed grass, hedges, shrubs, and trees, as well as well-maintained flower beds by planting seasonal annual plants, weeding, and mulching. The Contractor will also clean the exterior concrete surfaces to remove dirt, gum, and other foreign matter that detracts from the visual appeal of covered facilities. The Contractor shall at all times provide adequate supervision of Contractor's employees to ensure complete and satisfactory performance of all work in accordance with the terms of this Agreement.

The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with the requirement of this Agreement. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the agreement. The Quality Control Program (QCP) will be delivered to AlexRenew within fourteen (14) calendar days of the contract award.

3. Unsatisfactory Performance

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

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

4. AlexRenew's Acceptance

AlexRenew will accept or reject the services in accordance with the acceptance criteria

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

5. Conservation of Utilities

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

6. Protection and Restoration

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

ARTICLE 3. TERM AND TERMINATION

A. Agreement Term

This Agreement is effective and legally binding as of the Effective Date and, unless terminated as provided for in this Article, shall continue to be effective and legally binding for a period of five (5) years ("Agreement Term"), subject to any modifications as provided in the Agreement. In addition, the performance of Purchase Order issued during the term of this Agreement may survive the expiration of the term of this Agreement, in which case all contractual terms and conditions required for the operation of such Purchase Order shall remain in full force and effect until all of the Contractor's obligations pursuant to such Purchase Order have met AlexRenew's acceptance criteria.

1. Transition of Services

Prior to or upon expiration or termination of this Agreement and at the request of AlexRenew, the Contractor shall provide all assistance as AlexRenew may reasonably require to transition the Contractor's contractual obligations, or any portion thereof, as requested by AlexRenew. This obligation may extend beyond expiration or termination of the Agreement for a period of time (i.e., three (3) months, six (6) months, twelve (12) months or as required and mutually agreed-upon by AlexRenew and the Contractor (herein referred to as "Transition Period"). The Contractor shall provide all reasonable transition assistance requested by AlexRenew to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to AlexRenew. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Agreement, except for those terms or conditions that do not reasonably apply to such transition assistance.

2. Contract Kick-Off Meeting

Within seven (7) days of Effective Date of the Agreement, the Contractor may be required to attend a contract orientation meeting, along with AlexRenew Contract Manager and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the

Contract. The time and location of this meeting will be coordinated with the Contractor and other meeting participants by the AlexRenew.

3. Contract Closeout

Prior to or upon expiration or termination of this Agreement, the Contractor shall provide such close out documentation as may be requested by AlexRenew. The Contractor shall submit such closeout documentation within thirty (30) days of receipt of such request from AlexRenew.

B. Termination

1. Termination for Convenience

AlexRenew may terminate the Agreement in whole or in part, or any task order issued hereunder, in whole or in part upon not less than thirty (30) days prior written notice at any time for any reason.

2. Termination for Breach or Default

AlexRenew shall have the right to terminate this Agreement, in whole or in part, or any task orders issued hereunder, in whole or in part for breach and/or default of the Contractor. The Contractor shall be deemed in breach and/or default in the event that Contractor fails to meet any material obligation set forth in this Agreement or in any task order issued hereunder.

If AlexRenew deems the Contractor to be in breach and/or default, AlexRenew shall provide the Contractor with notice of breach and/or default and allow the Contractor fifteen (15) days to cure the breach and/or default. If the Contractor fails to cure the breach as noted, AlexRenew may immediately terminate this Contract or any order or task order issued hereunder, in whole or in part.

Any such termination shall be deemed a Termination for Breach or Termination for Default.

3. Termination for Non-Appropriation of Funds

All payment obligations from AlexRenew under this Agreement are subject to the availability of appropriations by AlexRenew Board of Directors, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Agreement, AlexRenew may terminate this Agreement, in whole or in part, or any task order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after such action is completed.

4. Effect of Termination

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

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

ARTICLE 4. INDEMNIFICATION, INTELLECTUAL PROPERTY, SECURITY AND LIABILITY

A. Indemnification

The Contractor agrees to indemnify, defend and hold harmless AlexRenew, employees, officers, directors, and agents (collectively, "AlexRenew's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of AlexRenew's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of the Contractor, (ii) any act or omission of any employee, agent, or subcontractor of the Contractor, (iii) breach of any representation, warranty or covenant of the Contractor contained herein, (iv) any defect in the Contractor-provided products or services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Contractor-provided products or services. Approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations.

In the event that a Claim is commenced against any of AlexRenew's Indemnified Parties alleging that use of the Contractor-provided products or services, including any components thereof, or that the Contractor's performance or delivery of any product or service under this Agreement infringes any third party's intellectual property rights and the Contractor is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, the Contractor shall immediately notify AlexRenew in writing, via certified mail, specifying to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of AlexRenew's Indemnified Parties and secure a continuance to permit AlexRenew to appear and defend their interests in cooperation with the Contractor as is appropriate.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Contractor-provided deliverables, products, and services, as applicable, or the Contractor's performance, and in addition to all other obligations of the Contractor in this Section, the Contractor shall at its expense, either (a) procure the right to continue use of such infringing deliverables, products, and services, as applicable, or any component thereof; or (b) replace or modify such infringing deliverables, products, and services, as applicable, or any component thereof, with non-fringing deliverables, products, or services, as applicable, satisfactory to AlexRenew; and in addition, the Contractor shall provide any a comparable temporary replacement products and/or services or reimburse AlexRenew for the reasonable costs incurred by AlexRenew in obtaining an alternative product or service, in the event such affected deliverable, product, and services, cannot be used by AlexRenew. If the Contractor cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then the Contractor shall accept the return of the infringing deliverables, products, and services, as applicable, or any component thereof, along with any other components rendered unusable by AlexRenew as a result of the infringing component, and refund the price paid to the Contractor for such components

The Contractor's duties under this provision will include the duty to obtain the approval of AlexRenew as to legal counsel selected to defend AlexRenew and to confer with AlexRenew concerning any defense.

The provisions of this Article 4.A. shall survive the completion of the services hereunder and the expiration, cancellation, or termination of this Agreement.

B. Ownership of Intellectual Property

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

C. Consequential Damages

The Contractor waives claims against AlexRenew for consequential damages arising out of or relating to this Agreement, including but not limited to damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit. This waiver is applicable, without limitation, to all consequential damages of the Contractor due to termination in accordance with the provisions of this Agreement.

D. Security Compliance

The Contractor agrees to comply with all provisions of the then-current AlexRenew's cybersecurity and information technology policies and procedures, as are pertinent to the Contractor's operation. The Contractor shall also comply with all applicable federal, state and local laws and regulations. The Contractor may, at any time, be required to execute and complete, for each individual Contractor's employee or agents, additional forms which may include non-disclosure agreements to be signed by the Contractor's employees or agents acknowledging that all AlexRenew confidential information with which such employees and agents come into contact while at AlexRenew site.

Any unauthorized release of proprietary or personal information by the Contractor or an employee or agent of the Contractor shall constitute a breach of its obligations under this Section and the Agreement.

The Contractor shall immediately notify AlexRenew, if applicable, of any "breach of security of the system" as that term is defined in Virginia Code 18.2-186.6, and other personal identifying information, such as personnel data or date of birth, provided by AlexRenew to the Contractor.

The Contractor shall provide AlexRenew the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law. The Contractor shall indemnify, defend, and hold AlexRenew's Indemnified Parties harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from AlexRenew's Indemnified Parties, on account of the failure of the Contractor to perform its obligations pursuant this Section 4.D.

ARTICLE 5. GOVERNING LAW, CONTRACTUAL DISPUTES, AND COMPLIANCE

A. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of City of Alexandria, Virginia. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. Uniform Computer Information Transactions Act (UCITA) shall apply to this Contract only to the extent required by §59.1-501.15. of the Code of Virginia.

B. Licenses and Permits

The Contractor agrees to obtain and maintain, at its own expense, permits, licenses and other forms of documentation required for the Contractor to comply with existing laws, ordinances, and regulations of any state, county, township, or municipal subdivision thereof, or other governmental agency, which may be applicable to the Contractor's performance of the Services, throughout the term of this Agreement.

If the Contractor becomes aware of non-compliance with a regulatory, permit or licensing matter, the Contractor must notify AlexRenew, in writing, within five (5) business days of the Contractor's awareness of such non-compliance.

C. Ethics in Public Procurement

The ethics in public contracting provisions of Sections 2.2-4367 through 2.2-4377 of the Code of Virginia are applicable to all contracts entered into by AlexRenew, including this Agreement. The Contractor represents and warrants, with regard to this Agreement and the Program, that neither the Contractor (including any of its officers, partners, employees or agents) nor any subcontractor or subcontractor employee has (i) provided, attempted to provide, or offered to provide any kickback; (ii) solicited, accepted or attempted to accept any kickback; (iii) included, directly or indirectly, the amount of any kickback in the price applicable to this Agreement or in the subcontract price charged by any subcontractor to a higher tier subcontractor; or (iv) committed any violation of the Ethics in Public Contracting provisions of the Virginia Public Procurement Act, Virginia Code Sections 2.2-4367 et seq.

In addition to any other remedies that AlexRenew may have, the Contractor shall indemnify and hold harmless all AlexRenew Indemnitees from and against loss or damage, including but not limited to, AlexRenew's costs, attorney's fees, or any fines or penalties assessed against the Contractor, resulting from a confirmed violation of the Anti-Kickback Act of 1986 by the Contractor (including any of its directors, officers, partners, employees, or agents).

D. Conflict of Interest

The Contractor, its subcontractors and any others used by the Contractor in the performance of Services shall at all times comply with applicable laws and regulations and shall avoid and refrain from all activities on behalf of AlexRenew which could be interpreted as creating conflicts of interest or the appearance of a conflict for AlexRenew or the Contractor.

The Contractor shall promptly notify AlexRenew, in writing, of an action, change or development, which would make any representation, warranty, covenant or agreement in, under or as a part of this Agreement, untrue, inaccurate or incomplete.

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Contractor's

intention to file such claim must be given to AlexRenew at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. AlexRenew shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not institute legal action prior to receipt of the decision of AlexRenew on the claim, unless AlexRenew fails to render its decision within thirty (30) days. The decision of AlexRenew shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia.

F. Relationship between AlexRenew and the Contractor

Contractor has no authority to contract for AlexRenew in any way to bind, to commit AlexRenew to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of AlexRenew. Under no circumstances shall the Contractor, or any of its employees, hold itself out as or be considered an agent or an employee of AlexRenew, and neither AlexRenew shall have any duty to provide or maintain any insurance or other employee benefits on behalf of the Contractor or its employees. The Contractor represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither AlexRenew is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for the Contractor. Any and all taxes, interest or penalties, (including, but not limited to, any federal, state or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Agreement or services performed pursuant to this Contract shall be paid or withheld by the Contractor or, if assessed against and paid by AlexRenew, shall be reimbursed by the Contractor upon demand by AlexRenew.

G. Compliance with Laws

The Contractor agrees to comply with all federal, state and local administrative regulations respecting the assumption of liability for the aforesaid taxes or contributions. The Contractor represents that the fees incorporated herein include such taxes or contributions and agrees to indemnify and hold harmless all AlexRenew's Indemnified Parties from and against liability for the delay or failure of the Contractor and its subcontractors to pay such taxes or contributions.

The Contractor agrees to execute certificates reasonably required by AlexRenew if such certificate is required pursuant to federal, state, or local laws or regulations.

The Contractor agrees to comply with applicable federal, state, and local laws pertinent to performance of the Services, and further agrees to include the substance of this Article 11 in all subcontracts entered into by the Contractor.

H. Liens

AlexRenew's interest in any site at which the work or services under this Agreement is to be provided, whether in fee simple or easement, cannot be subjected to a mechanic's lien because mechanics liens cannot be placed on publicly-owned property rights in the Commonwealth of Virginia.

I. Import/Export

In addition to compliance by the Contractor with all export laws and regulations, AlexRenew requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

J. Bankruptcy

If the Contractor becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then AlexRenew may immediately terminate this Agreement, on notice to the Contractor unless the Contractor immediately gives AlexRenew adequate assurance of the future performance of this Agreement or the applicable task order. If bankruptcy proceedings are commenced with respect to the Contractor and if this Agreement has not otherwise terminated, then AlexRenew may suspend all further performance of this Contract until the Contractor assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by AlexRenew and the Contractor that this is an executory Agreement. Any such suspension of further performance by AlexRenew pending Contractor's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of AlexRenew to pursue or enforce any of its rights under this Agreement or otherwise.

ARTICLE 6. MANDATORY PROVISIONS

A. Payment to Subcontractors

The Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by AlexRenew for Services performed by subcontractors:

- Pay the subcontractor for the proportionate share of the total payment received from AlexRenew attributable to the Services performed by the subcontractor; or
- Notify AlexRenew and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the sub Contractor's payment with the reason for nonpayment.

The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from AlexRenew for Services performed by the subcontractor, except for amounts withheld as allowed in Subsection c above.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this Agreement shall not be construed to be an obligation of AlexRenew. A contract modification shall not be made for providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

Nothing contained in this Agreement shall create any contractual relationship between any subcontractors and AlexRenew.

B. Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of age, race, color, handicap, religion, sex, national origin or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of

the Contractor, will state that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting this requirement.

The Contractor will include the substance of this provision in every subcontract or purchase order equal to or greater than \$10,000 in value unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor.

C. Nondiscrimination Against Faith-Based Organizations

AlexRenew does not discriminate against faith-based organizations and the Contractor agrees not to discriminate against faith-based organizations.

D. Federal Immigration Law

The Contractor, its subcontractors and any others it may employ do not, and will not during the term of this Agreement, knowingly employ an unauthorized alien as defined in the Federal Immigration and Reform and Control Act of 1986.

E. Drug-Free Workplace

Throughout the term of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order equal to or greater than \$10,000 in value, so that the provisions will be binding upon each subcontractor or vendor.

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

F. Antitrust

By entering into this Agreement, the Contractor conveys, sells, assigns, and transfers to AlexRenew all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired by AlexRenew under this Agreement.

G. Authorization to Conduct Business in the Commonwealth of VA

The Contractor must pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of the Agreement, otherwise, the Contract is voidable at the sole option of and no expense to AlexRenew.

H. Small and Minority-Owned Businesses

It is the policy of AlexRenew to undertake every effort to increase opportunities for small and minority-owned businesses in all aspects of procurement to the maximum extent practicable. In connection with this Agreement, the Contractor agrees to use commercially reasonable efforts to carry out this policy and to ensure that small and minority-owned businesses have the maximum practicable opportunity to compete for subcontract work under this Agreement consistent with the efficient performance of the Services.

As used in this Agreement, the term “small business” means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated and has either fewer than 100 employees or less than \$1,000,000 in annual revenues.

As used in this Agreement, the term “minority business” means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women and veterans regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals including a record of such impairment and who are regarded as having such an impairment.

If Federal grants fund some or all of the Program, it is the policy of AlexRenew, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority businesses.

I. Health and Safety

The Contractor has full responsibility for the safety of its employees, agents and subcontractors, including providing or requiring the use of appropriate safety equipment for field personnel. The Contractor is responsible for developing, maintaining, and implementing its own health and safety program (the “HASP”), policies, procedures and equipment as necessary to protect its workers and others from their activities. The Contractor shall provide AlexRenew with a copy of the HASP for AlexRenew’s review and approval prior to commencing the covered activities.

In development of the HASP and performance of the Services, the Contractor shall (a) comply with all applicable federal, state and local statutes, regulations and ordinances regarding health and safety, including, but not limited to those codified by the Occupational Safety and Health Administration (OSHA) in Title 29 of the Code of Federal Regulations (CFR) Parts 1910 and 1926, particularly 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response; and (b) comply with its HASP as well as any health and safety requirements prepared by AlexRenew, if any, and provided to Contractor for the Services.

The Contractor shall indemnify, defend and hold harmless all AlexRenew’s Indemnified Parties Indemnitees from all claims, damages, suits, losses, fines, penalties and expenses, including attorneys’ fees, in any way arising from noncompliance by the Contractor, its employees, agents and subcontractors with all applicable health and safety requirements required herein.

J. Spills

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

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

ARTICLE 7. CONFIDENTIALITY REQUIREMENTS

A. Treatment and Protection

Each party shall (i) hold in strict confidence all confidential information of the other party, (ii) use the confidential information solely to perform or to exercise its rights under this Agreement, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such confidential information to any third-party. However, parties may disclose the confidential information to such individuals that are bound by non-disclosure contracts. Each party shall take the same measures to protect against the disclosure or use of the confidential information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

1. Exclusions

The term "confidential information" shall not include information that is:

- i. in the public domain through no fault of the receiving party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing party and without breach of this Agreement;
- iii. developed independently by the receiving party without reference to the Confidential Information of the other party; or
- iv. required to be disclosed under the Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

2. Return or Destruction

Upon the termination or expiration of this Agreement or upon the earlier request of AlexRenew, the Contractor shall (i) at its own expense, (a) promptly return to AlexRenew all tangible confidential information (and all copies thereof except the record required by law), or (b) upon written request from AlexRenew, destroy such confidential information and provide AlexRenew with written certification of such destruction, and (ii) cease all further use of AlexRenew's confidential information, whether in tangible or intangible form.

AlexRenew shall retain and dispose of Contractor's confidential information in accordance with the Commonwealth of Virginia's records retention policies.

B. Advertisement, Communication and Use of AlexRenew Proprietary Mark

The Contractor shall not use the name of AlexRenew or refer to AlexRenew, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of AlexRenew. In no event may the Contractor use a proprietary mark of AlexRenew without receiving a prior written consent of AlexRenew.

No communications, in any form or at any time, made on behalf of AlexRenew shall take place with federal, state, or local government officials or news media without a prior written approval of an AlexRenew.

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

ARTICLE 8. CONTRACTOR PERSONNEL

A. Selection and Management of Contractor's Personnel

The Contractor shall take such steps as may be necessary to ensure that all Contractor personnel performing under this Agreement are competent and knowledgeable of the contractual arrangements and the applicable requirements. The Contractor shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with AlexRenew's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. AlexRenew reserves the right to require the immediate removal from AlexRenew's premises of any employee, subcontractor or agent of the Contractor whom AlexRenew believes has failed to comply with the above or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supervision of Contractor's Personnel

The Contractor acknowledges that Contractor or any of its agents, contractors, or subcontractors, is and shall be the employer of Contractor's personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of Contractor personnel. AlexRenew shall not have any such responsibilities for Contractor or subcontractor personnel.

C. Contractor's Key Personnel

All Key Personnel identified in Exhibit B are committed to this Agreement for the duration of the Agreement, for so long as they remain employed by the Contractor. Likewise, if a Key Person is identified in a task order, such individual shall be committed to the task order for the duration of the task order, for so long as they remain employed by the Contractor. For the avoidance of doubt, the Contractor shall retain its support staff as is necessary to fully close out a task order, to include verification that the project records have been uploaded to AlexRenew's contract management system and/or provided as hard copies, as directed by AlexRenew.

If extraordinary circumstances require a proposed change in Key Personnel under either this Agreement or a task order, it must be submitted in writing to AlexRenew. In circumstances where the change is based on a Key Personnel leaving the employ of the Contractor, qualifications information shall be provided on one or more proposed substitutes, and AlexRenew, at its sole discretion, will determine who will become the substitute and remain a Key Personnel going forward. In circumstances where the change concerns a Key Personnel who will remain in the employ of the Contractor, information about the basis for the change request and qualifications information for one or more proposed substitutes will be provided and the AlexRenew, at its sole discretion, will determine whether to authorize the proposed removal and, if approved, who shall become the substitute and remain a Key Personnel going forward.

D. Contract Administration

Contractor agrees that at all times during the term of this Agreement a Project Manager, at Contractor's senior management level, shall be assigned and available to AlexRenew. The Contractor reserves the right to change such Project Manager upon reasonable advance written notice to AlexRenew.

The Project Manager's responsibilities should include (i) day to day management of Task Orders issued by AlexRenew, (ii) resolution of technical support questions and issues which have not been resolved by the Contractor's technical staff; (iii) preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iii)

investigation and resolution of customer service issues and complaints

E. Subcontractors

The Contractor may use the services of subcontractors for Services that, under normal contracting practices, are performed by subcontractors. The Contractor shall obtain AlexRenew's approval of subcontractors prior to entering into an agreement with subcontractors. In no event shall Contractor subcontract to any subcontractor which is debarred by the federal, state, or local jurisdictions or agencies.

The Contractor shall cause appropriate provisions to be inserted in subcontracts relative to any services to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and to give the Contractor the same power as regards terminating any subcontract that AlexRenew may exercise over the Contractor under provisions of this Agreement.

If the Contractor subcontracts the provision of any performance obligation under this Agreement to any other party, the Contractor will (i) act as prime contractor and shall be the sole point of contact with regard to all obligations under this Agreement, and (ii) hereby represents and warrants that any authorized subcontractors shall perform in accordance with the warranties set forth in this Agreement.

ARTICLE 9. INSURANCE REQUIREMENTS

1. The Contractor agrees to secure and carry, throughout the term of this Agreement, the following minimum insurance coverage:
 - a. Commercial General Liability ("CGL") insurance, including premises and operations, completed operations/products liability, personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The types, amounts and limits of CGL insurance required are detailed below:
 - \$1 million Each Occurrence (Bodily Injury and Property Damage)
 - \$2 million General Aggregate that applies on a per project basis
 - \$2 million Products/Completed Operations Aggregate
 - \$1 million Per Person or Organization (Personal and Advertising Injury)
 - b. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000 per accident.
 - c. Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. AlexRenew will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
2. All insurances required above shall be written with companies authorized to conduct business within the Commonwealth of Virginia, with an A.M. Best Rating of at least A-, VII or better.
3. The Contractor shall provide AlexRenew with a certificate of insurance and endorsements confirming that coverage compliant with the above requirements is procured and maintained throughout the period during which the Contractor provides Services to AlexRenew under this Agreement. Upon AlexRenew's written request, the Contractor shall provide AlexRenew with copies of any or all of such policies of insurance, however, the Contractor shall be entitled to redact any premium or proprietary information from such policies.

4. AlexRenew, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and A copy of the Additional Insured endorsement, or an "Accord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the Purchasing Agent prior to the execution of the Agreement and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.
5. If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by the Agreement, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of the Agreement and in such a manner that there is no lapse in coverage, and Purchasing Agent must be immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of the Agreement and grounds for termination. The Contractor shall also obtain an endorsement providing AlexRenew thirty (30) days advance notice of cancellation or nonrenewal (ten (10) days for nonpayment of premium). A copy of that endorsement shall be provided to the Purchasing Agent prior to the execution of the Agreement or any Contract extension thereafter.
6. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of the Agreement, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
7. Contract Identification - All documentation and copies of endorsements required hereunder shall state the Agreement's number and title.
8. Certificate Holder - The Certificate Holder must be identified as:

Alexandria Renew Enterprises
c/o Purchasing Agent
1800 Limerick Street
Alexandria, Virginia 22314
9. The Contractor must disclose the amount of any deductible or self- insurance component applicable to the General Liability, Automobile Liability, or any other policies required herein, if any. AlexRenew reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, AlexRenew may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for AlexRenew.
10. The Contractor shall require all subcontractors to maintain during the term of the Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance, including employer liability coverage in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the Purchasing Agent immediately upon request by AlexRenew and/or prior to a subcontractor performing work related to the Agreement.

11. No acceptance or approval of any insurance by AlexRenew shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.
12. The Contractor shall be responsible for the work performed under the Contract Document(s) and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.
13. The Contractor shall be as fully responsible to AlexRenew for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
14. Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) is/are submitted to and acceptable to the AlexRenew and the terms and additional endorsements required hereunder are met to the satisfaction of the Purchasing Agent. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

ARTICLE 10. MISCELLANEOUS PROVISIONS

1. Remedies

The remedies set forth in this Agreement are intended to be cumulative. In addition to any specified remedy, AlexRenew reserve any and all other remedies that may be available at law or in equity.

2. Captions

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

3. Assignment

Neither this Agreement or any Task Order, or any rights or interests thereunder, nor any part thereof shall be assigned by the Contractor without the prior written consent of an AlexRenew Authorized Representative, which consent may not be unreasonably withheld.

4. Force Majeure:

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by the Agreement if such failure is due to a fire, riot, rebellion, natural disaster, war, acts of terrorism or acts of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

5. Interpretation

Ambiguities, inconsistencies, or conflicts arising out of or related to this Agreement shall not be strictly construed against AlexRenew; rather, they shall be resolved by

applying the most reasonable interpretation under the circumstances, considering the intentions of the parties at the time of contracting.

6. Partial Invalidity

If in any instance, any provision of this Agreement shall be determined to be invalid or unenforceable under any law or regulation, such provision shall not apply in such instance, but the remaining provisions hereof shall be given effect in accordance with their terms.

7. Waiver

Failure by AlexRenew or the Contractor to insist on performance of any or all of the terms, covenants or conditions of this Agreement, or failure to exercise any rights, remedies or privileges hereunder, or AlexRenew's waiver of any breach hereunder, shall not thereafter be construed as a waiver of any such terms, covenants, privileges or breach unless otherwise provided herein.

8. No Waiver of Sovereign Immunity

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

9. Attorneys' Fees

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

10. Arbitration

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

11. Survival

All representations, warranties, and covenants contained in the Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Contract, will survive the termination of the Agreement.

12. Severability

In the event any one or more of the provisions contained in this Agreement is, for any reason, held by a court of competent jurisdiction to be unenforceable in any respect, such holding will not affect any other provisions of the Agreement, and the Agreement will then be construed as if such unenforceable provisions are not a part thereof.

13. Notices

All notices required under this Agreement shall be delivered, in writing, by email, personal delivery, or mail and shall be addressed to the following persons:

TO THE CONTRACTOR:
TBD

TO ALEXRENEW:

David Eads, Contract Manager
Alexandria Renew Enterprises
1800 Limerick Street
Alexandria, VA 22314

AND

Maryam Zahory, Purchasing Agent
Alexandria Renew Enterprises
1800 Limerick Street
Alexandria, VA 22314

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the physical or email addresses for the delivery of such notices have been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or email address shall be effective.

Authority and Validity of Signatures

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

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

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

ALEXANDRIA RENEW ENTERPRISES

CONTRACTOR

By: _____
Karen L. Pallansch, Chief Executive
Officer

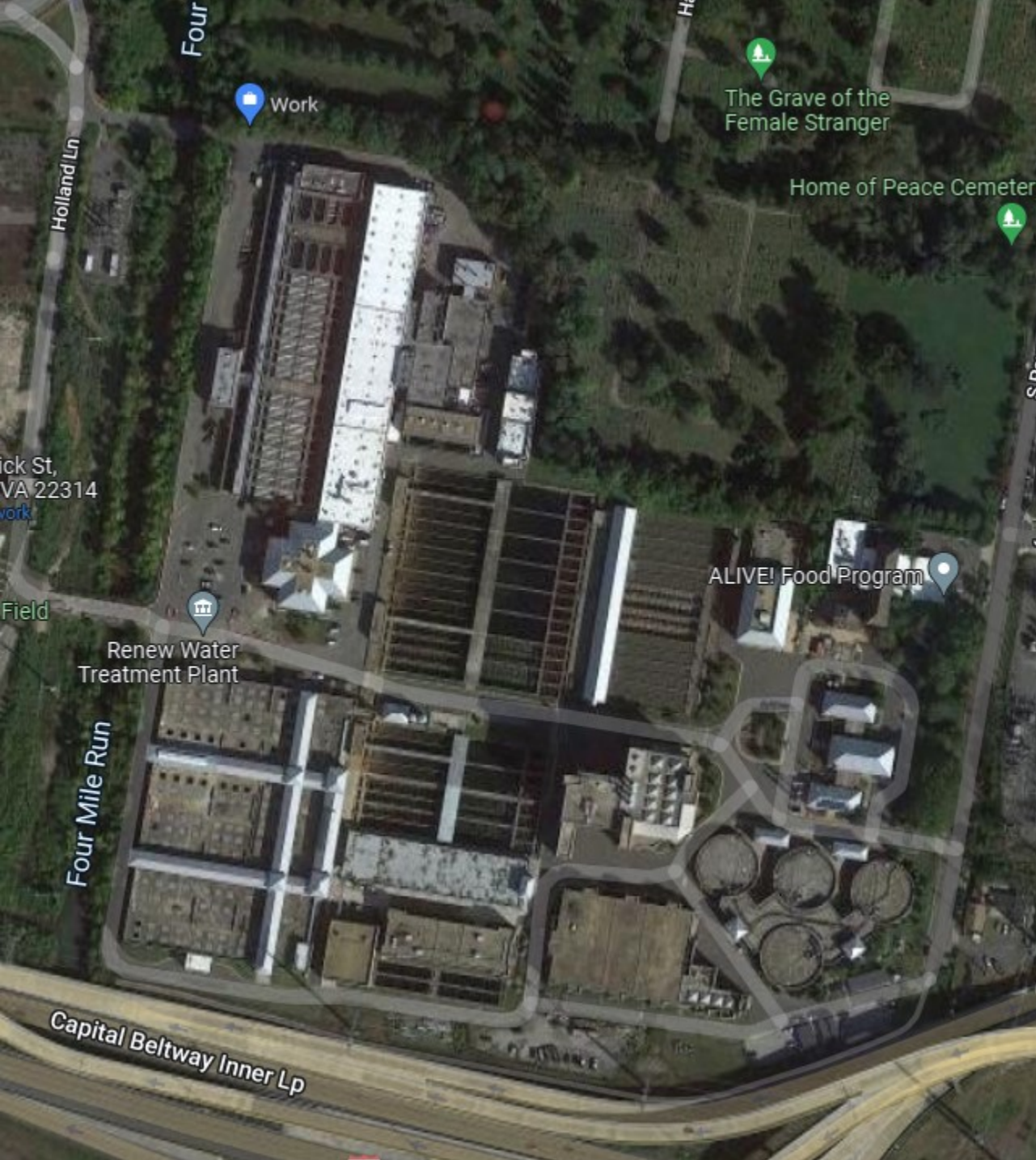
By: _____

Date: _____

[Name, Title]

Date: _____

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Limerick St

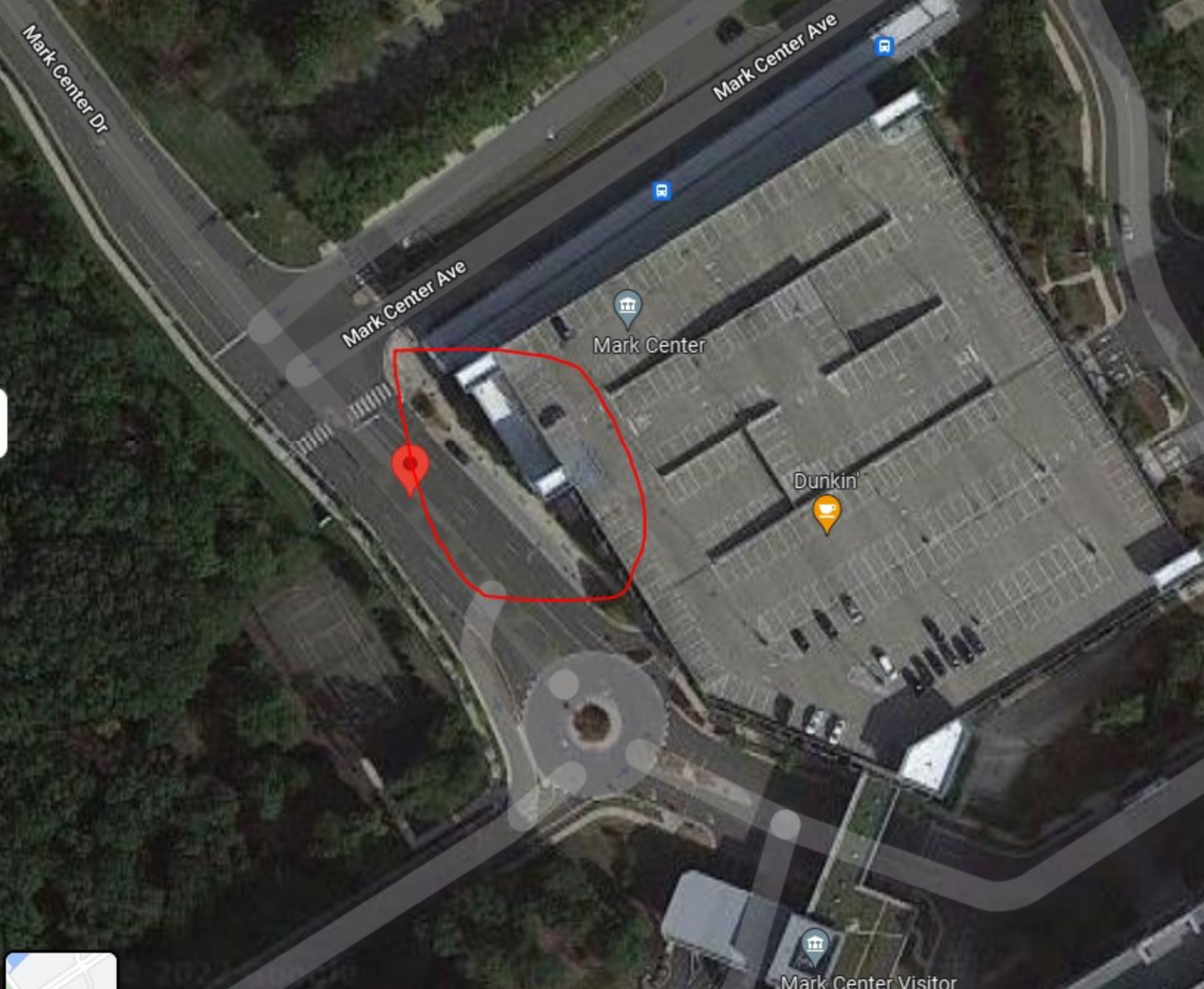
Limerick Field

Alexandria Renew Enterprises

1800 Limerick St,
Alexandria, VA 22314
13 min walk - work

Public Soccer Field





Mark Center Dr

Mark Center Ave

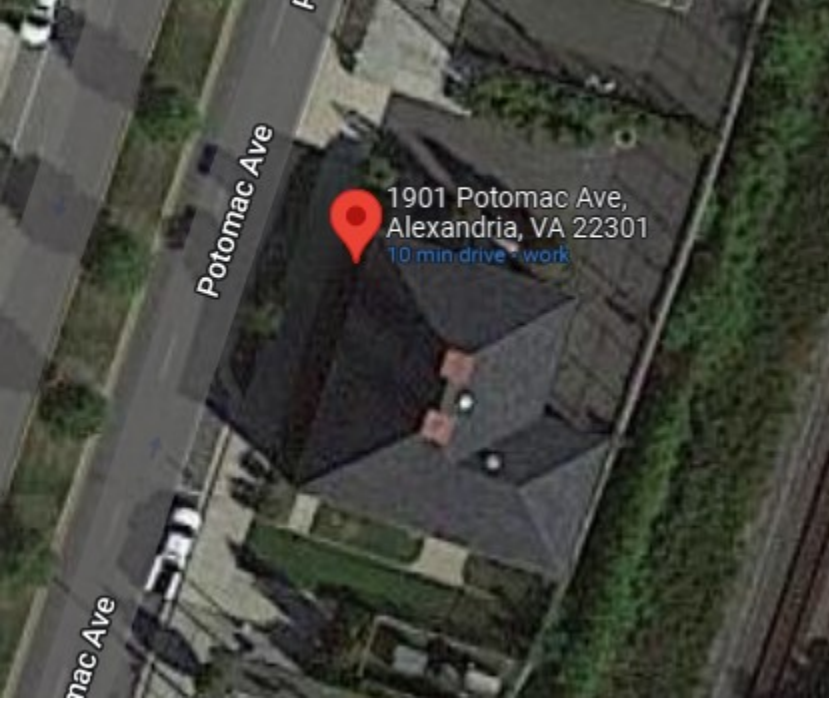
Mark Center Ave

Mark Center

Dunkin'

Mark Center Visitor

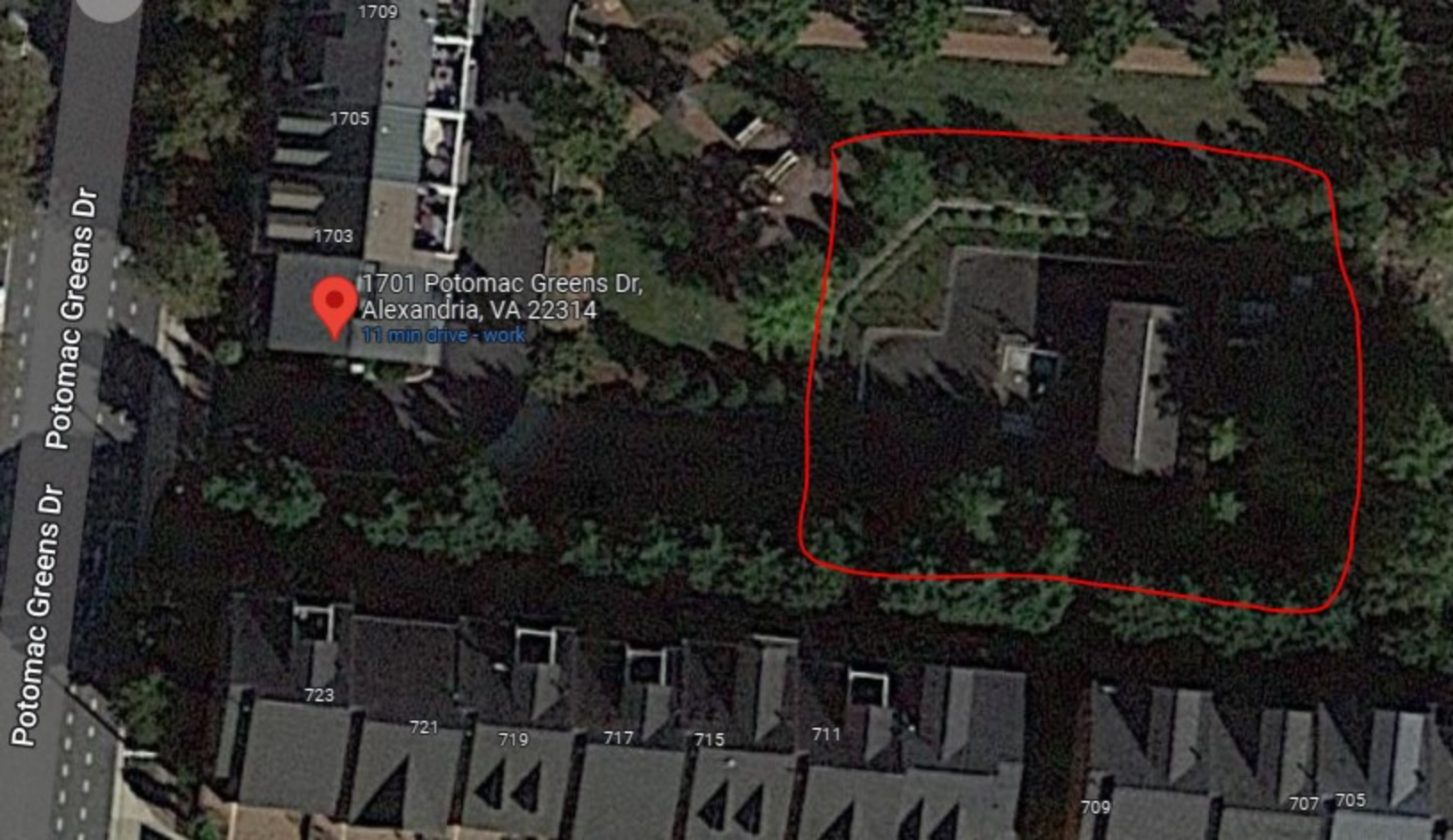




1901 Potomac Ave,
Alexandria, VA 22301
10 min drive - work

Potomac Ave

otomac Ave



1701 Potomac Greens Dr,
Alexandria, VA 22314
11 min drive - work

Potomac Greens Dr Potomac Greens Dr

1703

1705

1709

723

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717

715

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