



703.721.3500 | 1800 Limerick Street | Alexandria, Virginia 22314

AlexRenew.com f @ in

INVITATION TO BID NO. 24-009

ALEXANDRIA RENEW ENTERPRISES (“ALEXRENEW”) WILL BE ACCEPTING SEALED BIDS VIA ELECTRONIC SUBMISSION VIA <https://eva.virginia.gov/> UNTIL **2:00 P.M. EST TUESDAY, NOVEMBER 7, 2023 FOR:**

PROVISION OF NATURAL GAS FOR A PERIOD OF THREE YEARS (2024-2026)

At the time and date stated above bids will be electronically unsealed

IMPORTANT NOTES:

- AlexRenew reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure.
- In accordance with Code of Virginia § 2.2-4343.1, AlexRenew does not discriminate against individuals or organizations in the performance of its procurement activity.
- Any bidder organized as a stock or nonstock corporation, limited liability company, business trust or limited partnership or registered as a limited liability partnership must be authorized to transact business in the Commonwealth of Virginia before contract award.

Igor Scherbakov, CPPB, VCA/O
Procurement Manager

John Hill
BOARD CHAIR

James Beall
BOARD VICE CHAIR

Adriana Caldarelli
BOARD SEC'Y-TREAS

Rebecca Hammer
BOARD MEMBER

Mark Jinks
BOARD MEMBER

Justin Carl, PE
CEO

McGuireWoods, LLP
GENERAL COUNSEL

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PART ONE - INSTRUCTIONS TO BIDDERS

1. 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 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 in Alexandria, VA. AlexRenew is a political subdivision of the Commonwealth of Virginia created under the Virginia Water and Waste Authorities Act, governed by a five-member citizen Board of Directors, with administrative and fiscal independence from the City of Alexandria.

The purpose of this solicitation is to obtain bids from qualified sources to provide "third party" natural gas to AlexRenew via Washington Gas in accordance with the specifications, terms, and conditions listed below.

2. DISTRIBUTION OF SOLICITATION DOCUMENTS AND BIDDER'S RESPONSIBILITIES REGARDING DEFECTIVE SOLICITATION DOCUMENTS

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

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

3. CONTACT INFORMATION

All questions relating to this solicitation shall be submitted via email to purchasing@alexrenew.com. The subject line of the email must state the following: **ITB No. 24-009 Questions**.

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

No questions will be considered if they are submitted after 5:00 PM on October 30, 2023.

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

4. COMPETITION INTENDED

This solicitation was issued using the Competitive Sealed Bidding procurement process as defined and authorized in the Virginia Public Procurement Act (VPPA) § 2.2-4302.1. The Contract(s) resulting from

this solicitation shall be subject to the terms and conditions as set forth herein, or elsewhere in AlexRenew and Commonwealth of Virginia rules and regulations.

It is AlexRenew's intent that this ITB permits competition. It shall be the Bidder's responsibility to advise 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.

5. BID FORM SUBMISSION

The Bid Form must be submitted electronically via www.eVA.Virginia.gov no later than the date and time specified in this solicitation. Timely submission is solely the responsibility of the Bidder.

The required Bid Form provided in the solicitation must be fully completed and digitally signed by a person authorized to make legally binding commitments on behalf of the bidder. Scanned wet ink signatures (simple e-signatures), advanced e-signatures, and qualified e-signatures are accepted. A bidder's failure to submit a bid with a fully completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid.

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

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

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

6. EXCEPTIONS

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

7. BIDDER'S ALTERNATE TERMS AND CONDITIONS

If Bidder requires AlexRenew to accept or sign any additional documents (i.e. Purchase Agreement, Order Confirmation, Supplementary Terms and Conditions, etc.), Bidders shall submit those documents for review prior to the question deadline listed above. If AlexRenew finds proposed additional terms and conditions acceptable, those terms and conditions will be approved via solicitation Addendum. Such documents will be executed by AlexRenew immediately upon contract award. Any bidders who require documents that were not pre-approved shall be considered non-responsive.

8. INFORMALITIES

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

9. 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.

10. 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.

11. ERRORS IN EXTENSION

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

12. 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.

13. DEBARMENT STATUS

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

14. 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.

15. 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.

16. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

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

17. INTEREST IN MORE THAN ONE BID AND COLLUSION

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

18. CONTRACT AWARD IN THE BEST INTEREST OF THE CITY

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

19. METHOD OF AWARD

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

The lowest bidder will be determined by: price per unit as indicated Attachment A - Pricing Sheet of the Bid Form entered by the bidder in response to this solicitation.

Due to the nature of this commodity, AlexRenew will award the contract within 48 hours of bid closing.

20. NOTICE OF DECISION TO AWARD

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

PART TWO – INSURANCE REQUIREMENTS

This section has been deleted

PART THREE – SCOPE OF WORK/SPECIFICATIONS

A. BIDDER’S MINIMUM QUALIFICATIONS

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

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

1. Bidder shall be currently licensed by VA SCC to be a competitive energy provider in Virginia.
2. Bidder shall be an approved member of Washington Gas Customer Choice Program

B. SCOPE OF SERVICES

AlexRenew is seeking bids for a fixed-price, 36-month contract for provision of natural gas starting Jan 1, 2024 through December 31, 2026.

Gas is delivered to AlexRenew by Washington Gas. Table below lists all accounts and annual consumption per account.

Street Address	Washington Gas Account Number	Annual Gas Usage (Therms – FY23 Data)
1600 Eisenhower Avenue, Alexandria, VA 22314	320000465015	37,171
1500 Eisenhower Avenue, Alexandria, VA 22314	320000486961	255,946
1800 Limerick Street, Alexandria, VA 22314	320000340531	5,921
921 Holland Lane, Alexandria, VA 22314	320000464869	0

PART FOUR – BIDS FORM AND ATTACHMENTS

[Continued on the next page]

Fillable Bid Form enclosed in a separate attachment

PART FIVE – FORM OF AGREEMENT



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CONTRACT TERMS AND CONDITIONS

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

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of this Contract and the following Attachments:

- A. Scope of Service and Specifications of the Invitation to Bid;
- B. Bid of the successful Bidder (hereinafter “Contractor”),
- C. Notice of Award executed by AlexRenew,
- D. Bidder’s Purchase Agreement (if provided and approved by Addendum)
- E. Purchase Orders (PO) issued by AlexRenew to encumber funds for expenditures under the Contract, all of which are made a material part of the Contract.

In the event of a conflict between or among this Contract and any documents affixed hereto, the terms and conditions of the Contract shall control. However, in the event of a conflict between or among the Contract and any Amendment made hereto, the terms of the Amendment shall control. The Parties agree that the terms and conditions of the Contract are expressly contained herein and no representative or agent of either Party has made any representation or promise with respect to the Contract.

2. SCOPE OF WORK

The Contractor shall furnish natural gas as outlined in detail in Exhibit A to the Agreement (the “Work”). The Contract Documents set forth minimum Work estimated by AlexRenew and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth to fulfil the purpose of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of its Work.

3. CONTRACT PERIOD

Work shall begin on December 1, 2023 and continue until December 31, 2026 (“Contract Period”).

4. CONTRACT AMOUNT

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

5. PAYMENT

AlexRenew will record payment terms as Net thirty (30) days, and shall pay the Contractor within

thirty (30) days of the date of receipt of an approved invoice or the date of acceptance of the Work described in the invoice, whichever is later.

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

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

Invoice Submission Instructions

All invoices must be complete, accurate and reflect current Contract rates. All invoices must include the following details:

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

Invoices must be sent to invoicing@alexrenew.com.

6. PURCHASE ORDER REQUIREMENT

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

7. CONTRACT TERMINATION

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

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

In the event any termination for cause shall be determined to be improper or invalid by any court of competent jurisdiction, such termination shall be deemed to have been a termination for convenience.

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

a. Termination for Cause; Cure

1) Termination for Unsatisfactory Performance

If AlexRenew determines the Contractor has failed to perform satisfactorily, AlexRenew shall notify the Contractor, in writing, of such failure and of the opportunity to cure such failure, at least fifteen (15) business days before termination of the Contract ("Cure Period"). If the Contractor is unable to cure the failure during the Cure Period specified in the Notice, the Contract shall terminate. Upon termination, the Contractor may request

compensation for services satisfactorily performed by the Contractor, allocable to the Contract and accepted by AlexRenew, prior to such termination unless otherwise barred by the Contract ("Termination Costs"). Such request for Termination Costs, with supporting documentation, must be submitted to AlexRenew within fifteen (15) business days after the expiration of the Cure Period. AlexRenew may accept or reject, in whole or in part, the request for Termination Costs and shall notify the Contractor, in writing, of same within a reasonable time thereafter.

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

2) Termination for Breach or Default

If AlexRenew terminates the Contract for breach or default, termination shall be immediate upon Notice unless AlexRenew, in its sole discretion, provides for an opportunity to cure, and the Contractor shall not be permitted to seek Termination Costs. Upon termination pursuant to this section, Contractor shall be liable to AlexRenew for all costs incurred by AlexRenew after the date of termination including costs required to complete the Work, costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or noncompliant Work. Such costs shall be either subtracted from any amount due Contractor or shall be promptly paid by Contractor upon demand by AlexRenew. Additionally, and notwithstanding any provision in the Contract to the contrary, Contractor is liable to AlexRenew (and AlexRenew shall be entitled to recover) all damages to which AlexRenew is entitled under the Contract or by law, including and without limitation, direct damages, consequential damages, delay damages, replacement costs, refunds of all sums paid by AlexRenew to the contractor under the contract and all attorney fees and costs incurred by AlexRenew to enforce the provision of the Contract. Except as otherwise directed by AlexRenew, the Contractor shall stop Work on the date of receipt of Notice of the termination or other date specified in the Notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

8. **FORCE MAJEURE**

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

9. **UNAVAILABILITY OF FUNDS**

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

AlexRenew's Board of Supervisors. However, AlexRenew's failure to provide such notice will not extend the Contract into a fiscal year in which sufficient funds have not been appropriated.

10. PAYMENT OF SUBCONTRACTORS

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

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

The Contractor is obligated to pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from AlexRenew for Work performed by the subcontractor under the Contract, except for amounts withheld as allowed in sub-paragraph (2), above. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent (1%) per month.

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

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

11. INDEMNIFICATION:

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

12. ETHICS IN PUBLIC CONTRACTING

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

The Contractor certifies that its proposal was made without collusion or fraud, that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor, and that it has not conferred on any public employee having official

responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of Work pursuant to the Contract:

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

14. DRUG FREE WORKPLACE

During performance of the Contract, the Contractor must:

- a. Provide a drug free workplace for its employees;
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substances or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition;
- c. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug free workplace; and
- d. Include a provision of the foregoing clauses in every subcontract or purchase order of more than \$10,000 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

15. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

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

16. ANTITRUST

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

17. **RELATION TO ALEXRENEW**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of AlexRenew. AlexRenew will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. AlexRenew will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or social security tax or for any other benefits. AlexRenew will not provide to Contractor any insurance coverage or other benefits, including workers' compensation.

18. **AUTHORITY TO TRANSACT BUSINESS**

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

19. **CONTRACTUAL DISPUTES**

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

20. **COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS:**

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

21. **ALEXRENEW PURCHASING MANUAL AND POLICIES**

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

22. **APPLICABLE LAW; FORUM, VENUE AND JURISDICTION**

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

23. **ASSIGNMENT**

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

24. **AMENDMENTS**

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

25. **ARBITRATION**

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

26. **NONEXCLUSIVITY OF REMEDIES**

All remedies available to AlexRenew under the Contract are cumulative, and no remedy will be

exclusive of any other at law or in equity.

27. NO WAIVER.

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

28. SEVERABILITY.

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

29. ATTORNEY FEES.

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

30. HEADINGS.

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

31. SURVIVAL OF TERMS.

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

32. AMBIGUITIES.

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

33. NOTICES

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

TO THE CONTRACTOR:

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

TO ALEXRENEW:

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

Telephone numbers are provided are solely for coordinating delivery of notices. Notices shall be provided in writing.

[End of Contract Terms and Conditions]