

AlexRenew
1800 Limerick Street
Alexandria, VA 22314
alexrenew.com

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Invitation to Bid (ITB) for:

Provision of Preventative, Remedial, and
Corrective Maintenance Services for Boilers

ITB 25-013

Issued on October 1, 2024

Bids shall only be submitted electronically on www.eVA.Virginia.gov in accordance with Instructions to Bidders on or before 2:00 PM ET, October 29, 2024. Paper copies will not be accepted. AlexRenew will conduct an optional Pre-Bid Information Session and Site Tour for this solicitation on October 8, 2024 from 10:00am to 12:00 noon ET at AlexRenew's Environmental Center, Conference Room 300. BRING YOUR OWN PERSONAL PROTECTIVE EQUIPMENT INCLUDING A HARD HAT, SAFETY VEST, AND CLOSED SHOES FOR THE SITE TOUR.

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1 INSTRUCTIONS TO BIDDERS

1.1 Background

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

The purpose of this solicitation is to obtain bids from qualified sources to provide good or services listed in the title of this solicitation in accordance with the specifications, terms, and conditions listed below.

1.2 Procurement Schedule

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

Date	Activity
October 1, 2024	Issue ITB
October 8, 2024	Pre-proposal Meeting and Site Tour 10:00 AM to 12:00PM ET
October 21, 2024	Last Date to Submit Questions Regarding RFP; 2:00 PM ET
October 23, 2024	Last Day for AlexRenew to Issue Addenda
October 29, 2024	Bids Due by 2:00 PM ET

1.3 Distribution of Solicitation Documents and Bidder's Responsibilities

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

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

1.4 Contact Information

AlexRenew's sole point of contact (POC) for matters related to Procurement shall be **Lachelle Elliott, Procurement Specialist**. All questions relating to this solicitation shall be submitted to via email to purchasing@alexrenew.com. The subject line of the email must state the following: **ITB No. 25-013 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 AlexRenew POC identified above.

No questions will be considered if they are submitted after October 21, 2024 AT 2:00 PM.

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

1.5 Competition Intended

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

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

1.6 Bidder's Minimum Qualifications

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material, or goods specified herein in a satisfactory manner. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection by AlexRenew.

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

- Bidders shall have at least five (5) years of experience performing industrial-grade preventive maintenance, corrective maintenance and repairs, and installation on boilers. At the minimum, bidders shall:
 - Have held at least one (1) term Federal, State and local government contract;
 - Possess a valid contractor's license issued by the Commonwealth of Virginia;
 - Employ at least one (1) certified welder;
 - Have at least one (1) business location within 20 miles from AlexRenew (1800 Limerick St, Alexandria VA 22209); and
 - Bidders shall have the ability to writing clear service report and have documented service procedures.

1.7 Bid Form Submission

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

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, AlexRenew reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, AlexRenew may, in its

sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

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

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

1.8 Exceptions

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

1.9 Nonconforming Terms and Conditions

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

1.10 Alternate Bid

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

1.11 Informalities

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

1.12 Errors in Extension

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

1.13 Expenses Incurred in Preparing Bid

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

1.14 Site Investigation and Conditions Affecting the Work

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

1.15 New Material

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

1.16 City of Alexandria Business License

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

1.17 Authority to Transact Business

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

1.18 Withdrawal of Bids Prior to Bid Opening

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

1.19 Withdrawal of Bid from Consideration after Bid Opening

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

1.20 Interest in More than One Bid and Collusion

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

1.21 Method of Award

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

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

1.22 Notice of Decision to Award

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

1.23 Condition of the Rider Clause

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

2 SCOPE OF WORK/SPECIFICATIONS

Contractor shall provide all labor, material, and supplies to perform preventative maintenance and corrective repair of AlexRenew low-pressure steam boilers in accordance with applicable laws, regulations, and manufacturer's requirements.

2.1 List of Boilers in Service

Vessel Name/Location	Make	Model Numbers	Serial Number	Specs.
Bldg. A Boiler 1	Cleaver Brooks	M/N CB200LE	OL102751	200 BHP, 6900 lb stm/hr. Dual Gas Methane/Natural Gas
Bldg. A Boiler 2	Cleaver Brooks	M/N CB200LE	OL102750	200 BHP Dual Gas Methane/Natural Gas
Bldg. G Boiler 1	Cleaver Brooks	CB-LE 4WI-700-400-015	OL107155	400 BHP, 13,800 lb. stm/hr. Natural Gas
Bldg. G Boiler 2	Cleaver Brooks	CB-LE 4WI-700-400-015	OL107157	400 BHP, 13,800 lb. stm/hr. Natural Gas
Bldg. G Boiler 3	Cleaver Brooks	CB-LE 4WI-700-400-015	OL107156	400 BHP, 13,800 lb. stm/hr. Natural Gas

2.2 Location and Time of Performance

- A. AlexRenew Water Resource Recovery Facility is located at 1500 Eisenhower Ave, Alexandria, VA 22314
- B. Non-emergency work shall be scheduled between the hours of 6:00 A.M. and 2:00 P.M, Monday through Friday.
- C. All non-emergency work shall be scheduled and started no later than five (5) business days from notification to proceed with work, unless another time frame is agreed upon in writing.
- D. Service response time for emergency calls shall be within four (4) hours after receipt of a call from AlexRenew. At solely AlexRenew's option, the response time may be increased for selected emergencies.
- E. Estimates, when requested, shall be returned no later than three (3) business days, unless a different time of return is mutually agreed to between AlexRenew and the Contractor.

2.3 General and Administrative Requirements

- A. Kick-off Meeting
 1. The Contractor's key personnel assigned under this contract, shall participate in a kick-off meeting to discuss the nuances of working with AlexRenew, safety and security requirements, coordination issues, communication protocols, work schedule, etc.
 2. At least one week prior to the meeting, the Contractor shall submit:
 - a. Site specific safety plan
 - b. Schedule for all preventative maintenance schedule in critical path method form. This schedule shall clearly identify times when equipment will be unavailable.
 - c. Emergency contact listing
 - d. Company's QA/QC program
 - e. Site specific lock out/tag out program
 3. At AlexRenew's discretion, this meeting may be repeated on an annual basis for each renewal.

- B. Progress meetings: At AlexRenew's discretion progress meeting for ongoing tasks may be held. These meetings will review schedules, upcoming coordination issues, payment applications, etc.
- C. If work is expected to or do deviate from the approved schedule, the Contractor shall inform AlexRenew and provide a revised schedule for approval. Reasons for deviations from the approved schedule must be reviewed and approved by AlexRenew.
- D. The Contractor shall update the AlexRenew Project Manager daily on the status of completed and outstanding work.
- E. The Contractor shall be responsible for Quality Assurance and Quality Control (QA/QC) work performed under this Contract, including work performed by subcontractors.
- F. Contractor shall report faulty or unsafe equipment AlexRenew staff immediately. AlexRenew will then make the decision on how to proceed with the repairs.
- G. Contractors shall follow AlexRenew lock out/tag out program.
- H. Boiler repairs shall be made by certified welder/mechanics in accordance with the National Board of Boiler and Pressure Vessel Inspectors.
- I. Contractor shall follow all of AlexRenew safety policies and procedures including:
 - 1. The Contractors' employees shall wear ANSI approved hard hats, safety shoes, vests, etc. Hard hats and safety vests must have the contractor's logo prominently displayed. All employees must carry photo identification issued by the Contractor which includes full name and contractor's name.
 - 2. All equipment used in performance of this Contract shall be equipped with factory safeguards or safety modifications meeting OSHA requirements.
 - 3. Protective gear such as hard hats, gloves, safety glasses and safety shoes shall be worn at all times. 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. The Contractor shall check in daily for work and shall be escorted to the jobsite by AlexRenew staff.

2.4 Preventative Maintenance Services

- A. This contract is designed to provide for augmentation of AlexRenew maintenance forces in providing boiler repairs. Jobs under this contract will occasionally require detailed specifications as determined by the project manager.
- B. AlexRenew may request estimates for doing certain work in order to ascertain budgetary requirements. Estimates, when requested, shall be returned no later than three (3) business days, unless a different time of return is mutually agreed to between AlexRenew and the Contractor. These estimates shall be furnished by the Contractor at no charge and are considered an overhead cost to be included in the bid amounts.
- C. The Contractor shall not commence any work which will require the use of a subcontractor without obtaining prior approval of the Purchasing Agent and agreement has been reached for the payment terms for the sub-contractor's services.
- D. Labor hours paid under this contract will be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of contractor owned or rental equipment is not chargeable directly, but is overhead and the cost of such must be included in the hourly rates bid.
- E. Labor hours under this contract shall include, but not be limited to, use of all usual hand and power tools, vehicles, etc., for the trade being performed. All tools and equipment shall be in good state of repair and meet all OSHA requirements to include GFCI safeties. For trades such as welder, equipment shall include the following:
 - Welding machine with leads (truck or trailer mounted)
 - Vehicle
 - Cutting and soldering torches with hoses

- Grinder and band saw
 - Helmet, gloves, chipping hammer, appropriate eye protection
 - Die grinder
 - Level, tape measure, welding clamps
- F. Permits are to be reimbursed at cost.
- G. All welding and non-destructive testing shall be in conformance with applicable sections of the Boiler and Pressure Vessel rules and regulations, Commonwealth of Virginia, the ASME Boiler and Pressure Vessel Code and the National Board Inspection Code. Pressure boundary welding shall be inspected by an authorized inspector at the time of preparation and fit-up, first pass and final pass. Final acceptance of a welded repair is subject to a successful hydrostatic test.
- H. Contractor shall perform 11 monthly PM inspections for each boiler with the boiler remaining in service, and 1 annual PM service visit with the boiler taken out of service.
- I. At a minimum, during the annual preventative maintenance visit, Contractor shall:
- a. Inspect physical, electrical and mechanical condition as suggested by the manufacturer
 - b. Perform combustion efficiency tests on all boilers after each maintenance inspection has been completed.
 - c. Test reports are to be included and shall also include; fuel pressures (all), stack temperatures, efficiency percentages.
 - d. Replace or renew all refractory, seals and or gaskets required to perform maintenance inspections.
 - e. Check/ calibrate all temperature and system operating controls to verify proper operations.
 - f. Check/ calibrate all pneumatic control valves and system operating controllers for proper operation.
 - g. Inspect, clean and repair all, associated piping, valves, tanks, controllers for leaks (within 100 feet of boiler) e.g. floats, sight glasses and low water cut out piping
 - h. Inspect and test all safety controls and or controllers, including external operating limits and controls for proper operations e.g. for low water cut off and high pressure steam and modulating switches
 - i. Oil / Grease all associated circulating pumps and inspect for proper operations.
 - j. Provide a comprehensive boiler PM report detailing the results of the PM Service within three (3) weeks of completion of the services. The report shall include pictures, results of all testing and a comprehensive listing and description of all recommended corrective actions. Pricing including materials and labor for the corrective actions shall be included. The report shall be submitted in a .pdf version directly to the AlexRenew Project Manager.
- J. As a part of the annual preventative maintenance service, the Contractor may find minor items that require correction. An allowance of \$5,000 has been established to address these issues. If minor items are found during the preventative maintenance inspections, the Contractor is to provide in written form to the AlexRenew Project Manager the costs (labor and material) of the correction. Once the AlexRenew Project Manager provides written approval of the costs, the work can proceed and be billed against the allowance line item. The invoice shall include the Contract Manager's written approval and cost estimate.

2.5 Emergency and On-Call Repair Services

- A. For all work classified by AlexRenew as non-emergency:

- a. The Contractor shall provide a written estimate of the cost (including all parts and labor) and critical path method schedule for completion of the repairs.
- b. The Contractor shall respond onsite within five (5) business days of receipt of Notice to Proceed.
- c. Payment will not be made for any work that has not been properly authorized through issuance of Notice to Proceed.
- B. For all work classified by AlexRenew as emergency:
 - a. The Contractor shall provide a written estimate of the cost (including all parts and labor) and time to complete the repairs.
 - b. The Contractor shall respond onsite within four (4) hours of receipt of calls for repairs classified by AlexRenew as emergency. At solely AlexRenew's option, the response time may be increased for selected emergencies.
 - 3. AlexRenew will not pay for the cost of repair of those equipment that are damaged due to negligence of the Contractor or his/her failure to perform timely preventative maintenance services.
- C. The Contractor shall provide written estimate for any corrective maintenance detected for which the total estimate would exceed \$5,000. Once approved in writing by the Contract Manager, the Contractor shall proceed with the work.
- D. Repair services shall be provided on a time and material basis, in accordance with the Contract Rates. AlexRenew will reimburse the Contractor, on completion and acceptance of each equipment. The Contractor shall only invoice AlexRenew for those parts that were replaced. At the request of AlexRenew, the Contractor shall furnish the parts removed from AlexRenew's equipment.
- E. Parts used for repairs shall be invoiced at the Contract's cost. The Contractor shall provide originals or certified copies of invoices issued by its supplier(s) detailing the materials used on the assigned job.
- F. The Contractor shall provide Original Equipment Manufacturer (OEM) parts and services.
- G. The percentage discount bid must be a single percentage discount applicable to all parts and components. The percentage discount shall remain firm for the duration of the Contract. Bidders shall provide a copy of the Manufacturer's price list with their bid. Further, the Contractor shall provide a copy of updated Manufacturer's price list each time a new price list is published.
- H. Parts are purchased free on board (F.O.B.) Destination, freight prepaid to AlexRenew, located at 1500 Eisenhower Ave, Alexandria, VA 22314. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. The Contractor shall include shipping and handling charges for the OEM parts and components in their written estimates.
- I. Contractor shall supply OEM parts and components no later than fourteen (14) calendar days following placement of order. Bidder having different timeframe, shall disclose it in the space provided in the Bid Form.

2.6 AlexRenew Construction Safety Resolution

- A. It shall be required that each bid submitted to AlexRenew include a list of all the following actions which have become final in the three years prior to the bid submission:
 - a. Willful violations, violations for failure to abate, or repeated violations, for which the bidder was cited by:
 - 1. The United States Occupational Safety and Health Administration;
 - 2. The Virginia Occupational Safety and Health Administration; or
 - 3. The occupational safety and health plan for any other public jurisdiction;
 - b. Three (3) or more serious construction safety violations for which the bidder was cited by:
 - 1. The United States Occupational Safety and Health Administration;

- 2. The Virginia Occupational Safety and Health Administration; or
- 3. The occupational safety and health plan for any other public jurisdiction;
- c. Termination of a contract between the Contractor and any public entity by their purchasing agent or his/her designee for safety violations.
- B. If the bidder has not received or been the subject of any such violations referenced above in the three (3) years prior to the bid submission, then the bidder shall so indicate by certification on the bid form entitled Certification of Safety Violations. The bidder will also indicate on this form each state in which work was performed in the three (3) years prior to the bid submission.
- C. No bidder or Contractor may bid on a construction contract who has been the subject of any citations for the type and number of violations listed in aforementioned paragraphs, which have become final within the three (3) years prior to the bid submission.
- D. No Contractor or subcontractor contracting for any part of the contract work shall require any laborer, mechanic, or other person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to his safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.
- E. The Contractor shall also certify in writing that all safety related information provided in accordance with the contract requirements are complete, accurate and truthful.
- F. The failure to provide information requested pursuant to this Resolution or the failure to conform to the certification requirements of this Resolution shall be grounds for disqualifying a prospective bidder.
- G. AlexRenew may impose the following sanctions upon a Contractor who willfully submits any false or misleading certification or information or willfully omits any certification or information regarding material facts in connection with submissions pursuant to this section. The term willful shall include intentional or reckless acts or omissions.
 - b. Disqualify the prospective bidder from bidding a contract.
 - c. Debar the Contractor from bidding future contracts for a period not to exceed three years.
 - c. Terminate the contract awarded to the bidder after providing notice and opportunity to be heard.

2.7 Service Warranty by the Contractor

- A. The Contractor shall guarantee all instrumentation, fuel and air adjustment, welding, mechanical, electrical and refractory work. Bidders shall indicate on the bid form the duration of the guarantee offered
- B. The Contractor assumes all risk of 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.
- C. All equipment and or parts furnished by the Contractor shall carry manufacturer's standard warranty. The Contractor shall deliver to AlexRenew upon completion of all work for any projects resulting from this Contract, the manufacturer' warranty paperwork and Contractor's written guarantee, made out to AlexRenew and in a form satisfactory to AlexRenew, warranting (and he/she does hereby guarantee) all of the work under the Contract to be free from faulty materials in every particular, free from improper workmanship, and against injury from proper and usual wear, and agreeing (and he/she does hereby guarantee) to replace or to re-execute, without cost to the AlexRenew, such work as may be found improper, and to repair all damages caused to the other work or the other work and/or materials, due to such required replacement or re-execution ("Service Warranty").

- D. This guarantee shall be made to cover installation and or any repairs work (and does hereby cover) for a period of one (1) year from the date of Acceptance of any work resulting from this Contract.
- E. When defective workmanship and/or materials are discovered requiring repairs to be made under this warranty, all such repair work shall be done by the Contractor at his own expense within FIVE (5) DAYS after written notice of such defect has been given to him/her by the Owner. Should the Contractor fail to repair or correct such defective workmanship and/or materials within FIVE (5) DAYS after being notified, the Owner may make the necessary repairs and charge the Contractor with the actual cost of all labor and material required

2.8 Permits and Licenses

- A. The Contractor is responsible for obtaining any necessary licenses, and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work without additional expense to AlexRenew. The Contractor is similarly responsible for all damages to persons or property that occurs as a result of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor is also responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction previously accepted.
- B. It shall be the responsibility of the contractor to obtain all permits and arrange all associated inspections, by a certified inspector, to meet all applicable local, state, and federal codes. Annual inspections will be coordinated by AlexRenew.
- C. If a hot work permit is required, the Contractor shall inform and coordinate with AlexRenew personnel.

2.9 Superintendence By Contractor

- A. Anytime the Contractor has personnel onsite, the Contractor shall have a representative that will be a single point of contact for AlexRenew personnel to help coordinate the work. That representative shall have full authority to act and make decisions for the Contractor. It is understood that the representative shall be acceptable to the Project Manager and shall be one who can be continued in that capacity for the particular job involved, unless they cease to be on the Contractor's payroll. Subcontractors who perform work under this contract shall be responsible to the Contractor.
- B. In addition, the Contractor must insure that the Contractor's representative is capable of communicating clearly and concisely in both an oral and written manner in the English language with AlexRenew employees.
- C. The Contractor shall supervise and direct the work, and will be solely responsible for the means, methods, techniques, and procedures of work.

2.10 Record Of Service

- A. A log shall be maintained of all services performed. The log will be available for the Owner's review and will become the property of the Owner at the end of the contract period. All work performed under this contract shall be supported by a daily job ticket prepared by the Contractor. Job tickets shall be on the Contractor's format as approved by the Purchasing Agent.
- B. Each job ticket shall reflect the daily job site activity to include time of arrival and departure, the number, by name and craft, of the craftsmen on the job, and any equipment to include rental equipment, at the job site. Job tickets shall include type and amount of materials used per day. The job ticket shall be authenticated daily by an AlexRenew employee, at the job site,

and a copy provided to the authenticating employee. Rental equipment shall be documented with charge tickets from the rental company.

- C. Orders placed under this contract for delivery or for pick up by an authorized representative, placed by PO, Procurement Card shall be supported by the Contractor's Sales/Job Ticket. The Contractor's Sales/Job Ticket shall contain the following information:
- a. Contractor's Name
 - b. Purchase Order number
 - c. Date of Purchase
 - d. Itemized list of supplies furnished
 - e. Quantity, unit price and extension of each item, and total, less any applicable trade discount in accordance with the Contract.
 - f. Name of authorized representative placing the order
 - g. Name of Agency receiving the goods/services
 - h. Name of the employee on the job – per craft
 - i. Number of hours on the job site with time of arrival and departure
- D. All “code” repairs must be supported with a copy of the welder’s “welding certification”.

2.11 Identification

Contractor’s employees/representatives are required to wear a uniform with a company logo and name on the shirt/coveralls while work is performed at AlexRenew facilities. As an alternative to the uniform, staff may wear a company photo identification badge. The badge must be worn clearly visible above the waist at all times while work is being performed at AlexRenew facilities.

Contractor’s employees or representatives who arrive at AlexRenew facilities without a uniform or company photo identification will immediately be dismissed from the job site.

2.12 Power of Contractor to Act in Emergency

In case of an emergency, which threatens loss or injury of property and/ or safety of life, the Contractor will be allowed to act without previous instructions from the Project Manager as the Contractor sees fit. The Contractor shall notify the Project Manager thereof immediately thereafter. Any compensation claimed by the Contractor due to such extra work shall be submitted to the Project Manager for approval.

2.13 Use of Premises

1. The contractor shall confine the apparatus, storage of materials, and activities of personnel on or about the premises and adjacent areas, in accordance with the law, ordinances, permits and the directions of the Owner's representative. The contractor shall not encumber the premises with such materials or apparatus or adjacent areas. The work site shall be kept in such orderly fashion as will not interfere with the progress of the work or the work of any other contractor.
2. The contractor is responsible for repairing or replacing any work damaged by their operations within ten (10) days after notification by the Project Manager.
3. It is the responsibility of the contractor to report in writing, to the Project Manager any damages found prior to any work at the site.
4. The contractor shall protect the Owner's property from injury or losses in connection with this contract at all times. The contractor’s own work and that of adjacent property (as provided by law and the contract documents) from damage shall be guarded. The contractor shall replace or make good any such damage, loss or injury unless caused directly by errors contained in the contract documents or by the Owner or by his/her duly authorized representatives. All passageways, guard fences, lights and other facilities required for protection by local authorities or local conditions must be provided and maintained.

5. The contractor shall keep the premises and adjacent areas free from accumulations of waste material or rubbish at all times. At the completion of the work, all rubbish, tools, used for work and surplus materials shall be removed from and about the premises and adjacent areas, and the area shall be "broom cleaned" and ready for use. In case of a dispute, AlexRenew may remove rubbish or otherwise clean up, and may charge the Contractor either by deduction from amounts unpaid to the Contractor, or by other means with such cost as the Project Manager shall determine to be fair and equitable.

2.14 Workmanship

Only first-class work shall be performed. All materials furnished in carrying out this contract shall be of character and quality required by the specifications. Such work or materials shall be the best of their respective kinds, where no standard is specified. Any unsatisfactory work done or materials furnished shall be immediately removed and satisfactorily replaced by the contractor when notified to do so by the Project Manager at whatever time the inferior work or materials may be discovered.

2.15 Inspection

All work and materials shall be subject to inspection by an authorized representative of AlexRenew. Any omission or failure on the part of the AlexRenew Representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found during inspection the Contractor shall remove or repair, at his/her own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge.

2.16 Additions/Deletions

AlexRenew reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. AlexRenew and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

3 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:

3.1 CONTRACT DOCUMENTS

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

- Scope of Service and Specifications of the Invitation to Bid;
- Bid of the successful Bidder (hereinafter "Contractor"),
- Notice of Award executed by AlexRenew,
- Purchase Orders (PO) issued by AlexRenew to encumber funds for expenditures under 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.

3.2 SCOPE OF WORK

The Contractor shall furnish all labor, materials and equipment for the preventive maintenance, corrective maintenance and repairs, and installation of boilers as outlined in detail in Exhibit A to the Agreement, and all other work shown, described and required in Contract Documents (the "Work"). The Contract Documents set forth minimum Work estimated by AlexRenew and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth to fulfil the purpose of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

3.3 CONTRACT PERIOD

The Contract term shall commence on the date of issuance of the Notice of Award by AlexRenew and shall be continue for a period of 12 months, contingent on Agency's non-termination of the Contract and satisfactory performance by the Contractor. At the discretion of AlexRenew, this agreement may be renewed for four (4) additional one (1) year periods, contingent on Agency's renewal of the Contract.

3.4 CONTRACT AMOUNT

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

3.5 CONTRACT PRICE ADJUSTMENT

The Contract Amount, and unit price(s), detailed in Attachment B, will remain firm for 12 month from the date of the Notice of Award ("Price Adjustment Date"). To request a price adjustment, the

Contractor must submit a written request to the Contract Manager not less than sixty (60) days before the Price Adjustment Date. Adjustments to the Contract Amount, and unit price(s), will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending April 1 of each year of the Contract. Any Contract Amount and unit price(s) adjustments that result from this provision will become effective the day after the Price Adjustment Date and will be binding for the subsequent twelve (12) month period. If the Parties have not agreed to a requested price adjustment at least thirty (30) days prior to the Price Adjustment Date, AlexRenew may terminate the Contract, whether or not AlexRenew previously extended the Contract term.

3.6 PAYMENT

AlexRenew will record payment terms as Net thirty (30) days, and shall pay the Contractor within thirty (30) days of the date of receipt of an approved invoice or the date of acceptance of the Work described in the invoice, whichever is later. All invoices must comply in all respects with the Invoice Submission Instructions provided below, and any other terms and conditions of the Contract. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of all services purchased and rendered by AlexRenew. AlexRenew's approval, acceptance of, or payment for, any services under the Contract will not waive any rights or causes of action arising out of the Contract.

3.7 INVOICE SUBMISSION INSTRUCTIONS

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

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

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

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

3.8 PURCHASE ORDER REQUIREMENT

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

3.9 CONTRACT MANAGER

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

3.10 CONTRACT KICK-OFF MEETING

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

3.11 TRANSITION OF SERVICES

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

3.12 COOPERATION WITH REVIEW

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

3.13 CONTRACT CLOSEOUT

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

3.14 CONTRACT TERMINATION

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

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

subcontracts and settle outstanding liabilities and claims.

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

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

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.

b. Termination for Convenience

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

3.15 FORCE MAJEURE

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

3.16 UNAVAILABILITY OF FUNDS

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

3.17 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 to be construed to be an obligation of AlexRenew. Any Contract modification may not include an amount for reimbursement for such interest charge.

3.18 INDEMNIFICATION:

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

the duty to obtain the approval of AlexRenew as to the legal counsel selected to defend AlexRenew and to confer with AlexRenew concerning the defense.

3.19 ETHICS IN PUBLIC CONTRACTING

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

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

3.20 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.

3.21 DRUG FREE WORKPLACE

During performance of the Contract, the Contractor must:

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

3.22 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not, during performance of the Contract, knowingly employ an unauthorized alien, as that term is

defined in the federal Immigration Reform and Control Act of 1986.

3.23 REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

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

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

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

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

3.24 REPORT STANDARDS

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

3.25 ANTITRUST

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

3.26 INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing Work under the Contract, neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify all AlexRenew Indemnitees, from and against any and all claims, losses, damages, Injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of the Work. This duty to indemnify all AlexRenew Indemnitees will survive termination of the Contract.

If the Contractor fails or refuses to fulfill its obligations contained in this Section 22, the Contractor must reimburse AlexRenew for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by AlexRenew, and failure to do so may result in AlexRenew withholding such amounts from any payments due to the Contractor under the Contract.

3.27 AUDIT RECORDS

The Contractor must retain all books, records and other documents related to the Contract for at

least five (5) years after final payment and must allow AlexRenew or its authorized agents to examine such documents during this period and during the Contract Period.

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

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

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

3.28 SAFETY

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

3.29 ALEXRENEW EMPLOYEES

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

3.30 RELATION TO ALEXRENEW

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

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

3.31 AUTHORITY TO TRANSACT BUSINESS

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

3.32 CONTRACTUAL DISPUTES

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

3.33 COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS:

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

3.34 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.

3.35 APPLICABLE LAW; FORUM, VENUE AND JURISDICTION

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

3.36 ASSIGNMENT

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

3.37 AMENDMENTS

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

3.38 ARBITRATION

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

3.39 NONEXCLUSIVITY OF REMEDIES

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

3.40 NO WAIVER.

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

3.41 SEVERABILITY.

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

3.42 ATTORNEY FEES.

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

3.43 HEADINGS.

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

3.44 SURVIVAL OF TERMS.

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

3.45 AMBIGUITIES.

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

3.46 NOTICES

Unless otherwise provided in writing, all Notices and other communications required by the Contract

are deemed to have been given when either: delivered by e-mail; delivered in person; delivered by an agent, such as a delivery service; or deposited In the United States Mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

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

TO ALEXRENEW:

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

3.47 INSURANCE REQUIREMENTS

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

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

Workers Compensation -Virginia statutory workers' compensation (W/C) coverage including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000.

Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to the Contract. Evidence of contractual liability coverage must be typed on any COI.

Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired). The following are endorsement and other requirements called for under this Contract:

- AlexRenew and its directors, officers, employees, agents, contractors and subcontractors must be named as additional insureds on all policies except workers' compensation, automobile and professional liability, and the additional insured endorsement must be typed on the COI.
- If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Period, the Contractor must notify AlexRenew immediately, in writing, and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of the Contract. Not having the required insurance coverage throughout the Contract Period may result in Contract termination.
- Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- All insurance certificates must state the Contract number and title. The Contractor must disclose to AlexRenew the amount of any deductible or self-insurance component of any of the required policies. With AlexRenew written approval, the Contractor may satisfy its

obligations under this Section 45 by self-insurance for all or any part of the insurance required, provided the Contractor is able to demonstrate sufficient financial capacity by providing AlexRenew with its most recent actuarial report and a copy of its self-insurance resolution.

- AlexRenew may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible;
- Funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible.
- AlexRenew's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract.
- The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any Work performed under the Contract.
- The Contractor is as fully responsible to AlexRenew for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons the Contractor employs directly.

[End of Contract Terms and Conditions]

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5 BID FORM AND ATTACHMENTS

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INVITATION TO BID 25-013

Provision of Preventative, Remedial and Corrective Maintenance Services for Boilers

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

BIDDER COMPANY NAME:
FORMER NAMES:
AGE OF THE ENTITY:
ADDRESS OF THE PRINCIPAL PLACE OF BUSINESS (CORPORATE ADDRESS):
LOCAL ADDRESS:
TELEPHONE NO.
FORM OF ORGANIZATION: <input type="checkbox"/> CORPORATION; <input type="checkbox"/> GENERAL PARTNERSHIP; <input type="checkbox"/> UNINCORPORATED ASSOCIATION; <input type="checkbox"/> LIMITED LIABILITY COMPANY; <input type="checkbox"/> LIMITED PARTNERSHIP; <input type="checkbox"/> SOLE PROPRIETORSHIP WHERE THE ENTITY WAS FORMED: (INSERT NAME OF STATE)
IDENTIFICATION NO. ISSUED TO THE FIRM BY SCC: _____ If Bidder is exempt from the SCC authorization requirement, the it shall include a statement on the entity's letterhead with its application certifying their exemption from this requirement.
RESPONSIBILITY QUESTIONNAIRE <i>If the answers to any questions below are "yes", use additional pages to provide an explanation.</i>
DEBARMENT, DISQUALIFICATION AND OR SUSPENSION: Is the entity or any of its principals are currently debarred, suspended or disqualified from submitting responses to AlexRenew, or any other state, local or federal entities? <div style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</div>
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 <div style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</div>

TERMINATION/FAILURE TO COMPLETE	
Has the Bidder ever been terminated for work awarded to it? This includes termination for default (or cause) or for the convenience of the Owner? Has Bidder for any other reason failed to complete a project?	<input type="checkbox"/> YES <input type="checkbox"/> NO
BREACH, DEFAULT, DEBARRED:	
Within the last five (5) years, has Bidder been disqualified, removed, or otherwise declared in material breach or default of any contract by a public agency, or debarred from participating in the ITB process for any contract? If yes, please explain the circumstances:	<input type="checkbox"/> YES <input type="checkbox"/> NO
RELEASE FROM CONTRACT APPLICATION, BIDS OR AWARD:	
Has the Bidder filed a request to be released from an Application, bids, selection or award of any contract within the last five (5) years? If yes, please explain the circumstances.	<input type="checkbox"/> YES <input type="checkbox"/> NO
FAILURE TO EXECUTE A CONTRACT:	
Has the Bidder ever been selected for award or awarded a contract in which the entity failed to execute the contract? This would include: the entity not signing the contract Document(s); an inability of the company to obtain insurance requirements; or failure of the company to submit required forms and attestations. If yes, please explain the circumstances:	<input type="checkbox"/> YES <input type="checkbox"/> NO
BANKRUPTCY:	
Has the Bidder filed for bankruptcy in the last seven years or is your firm currently the debtor in a bankruptcy case? If yes, please explain the circumstances	<input type="checkbox"/> YES <input type="checkbox"/> NO
CONTACT PERSON FOR DELIVERY OF CONTRACTUAL NOTICES:	
NAME:	
TITLE:	
ADDRESS:	
PHONE:	
CONTACT PERSON FOR SCHEDULING THE WORK:	
NAME:	
TITLE:	
ADDRESS:	
PHONE:	
MINIMUM BIDDER QUALIFICATION REQUIREMENTS:	
<input type="checkbox"/> Bidder has held at least one (1) term Federal, State and local government contract in the last 5 years (list it in the References Questionnaire)	
<input type="checkbox"/> Bidder Possesses a valid contractor's license issued by the Commonwealth of Virginia (Attach the copy of the license;	
<input type="checkbox"/> Bidder employs at least one (1) certified welder (attached a copy of the certification)	
<input type="checkbox"/> Bidder has at least one (1) business location within 20 miles from AlexRenew, 1800 Limerick St, Alexandria VA 22209 (Provide address of the closest office, if different from the address listed above)	
<input type="checkbox"/> Bidder has the ability to writing clear PM/CM report and have documented service procedures (provide a sample copy of an inspection or repair report),	
<input type="checkbox"/> Bidder has a Certificate of Authorization number issued by the National Board of Boiler & Pressure Vessel Inspection Certificate Number	
EMPLOYEE LIST: In a separate sheet, provide a list of employees to be assigned to work under this contract, including their name, title, professional experience and certifications, and areas of expertise as related to the services that will be provided.	
REFERENCES: Complete the provided Attachment B "References"	

BID PRICE

Item No.	BOILER LOCATION	ANNUAL PM COST
1	Bldg. A Boiler 1	\$
2	Bldg. A Boiler 2	\$
3	Bldg. G Boiler 1	\$
4	Bldg. G Boiler 2	\$
5	Bldg. G Boiler 3	\$
Total Part 1:		\$

ADDITIONAL SERVICES				
ITEM DESCRIPTION	REGULAR HOURLY RATE (A)	ESTIMATED NUMBER OF HOURS (FOR EVALUATION PURPOSE) (B)	EXTENDED PRICE (A x B)	EMERGENCY HOURLY RATE
Fully burden Hourly Rate for Corrective Maintenance, Repairs, and Installations:				
- Mechanic	\$	250	\$	\$
- Helper/Junior Mechanic	\$	250	\$	\$
- Welder/Plumber	\$	150	\$	\$
- Burner Technician	\$	100	\$	\$
- Electrician	\$	50	\$	\$
Total Part 2:			\$	

Grand Total Bid Price: Total Part 1 + Total Part 2:	\$
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Bid form continues on the next page

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

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

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

STATE THE SPECIFIC REASON(S) WHY PROTECTION IS NECESSARY:

NOTE: If you fail to identify the data or other materials to be protected and state the reasons why such protection is necessary in the space provided above, you have not invoked the protection, accordingly, effectively the Application will be open for public inspection consistent with applicable law.

[Bid Form continues on next page]

CERTIFICATION OF NON-COLLUSION:

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

CONFLICT OF INTEREST:

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

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

NAME (PRINTED): _____ TITLE: _____

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

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

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

NAME OF AND TITLE BIDDER'S REPRESENTATIVE

SIGNATURE OF BIDDER'S REPRESENTATIVE

DATE

Attachment B
References

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ITB 25-013 PM and CM of Boilers

References

Bidder Company Name: _____

Provide references from three (3) separate organizations where similar services to the scope of this Contract have been provided. At least 1 reference shall be a federal, state, or local, government entity.

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

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Attachment C
MAPT Cooperative Rider Clause

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Cooperative Rider Clause

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

Format

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

1. Terms

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

2. Other Conditions - Contract and Reporting

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

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

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