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Request for Qualifications for:

**Preliminary and Primary Systems
Upgrade Program (CMAR)**

RFQ-24-024

October 10, 2023

Statement of Qualifications shall be only submitted electronically via e-mail to Igor Scherbakov, Procurement Manager, at Purchasing@AlexRenew.com on or before 2:00 PM ET, November 21, 2023. Paper copies will not be accepted. AlexRenew will conduct an Information Session and Site Tour for this solicitation on October 17, 2023 from 10:00 AM to 12:00 PM ET at AlexRenew's Environmental Center, Conference Room 600.

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1 INTRODUCTION

The City of Alexandria, Virginia Sanitation Authority d/b/a AlexRenew submits this Request for Qualifications (RFQ) to solicit Statements of Qualifications (SOQs) from those entities (Respondents) interested in contracting to serve as the Construction-Manager-At-Risk (CMAR) for the Preliminary and Primary Treatment System Upgrade (PPSU) Program. The purpose of this RFQ is to solicit information that will enable AlexRenew to determine which Respondents: (a) are best suited and qualified to successfully execute the construction of the Project; and (b) will be invited to submit Proposals in response to AlexRenew's Request for Proposals (RFP).

Respondent's SOQ must meet all requirements established by this RFQ. Requirements of this RFQ generally will use the words "shall", "will", or "must" (or equivalent terms) to identify a required item that must be submitted with a Respondent's SOQ. Failure to meet any RFQ requirement may render a Respondent's SOQ non-responsive. The extent to which a Respondent meets or exceeds evaluation criteria will be rated by AlexRenew and be reflective of AlexRenew's scoring (in its sole discretion) of the Respondent's SOQ.

1.1 Definitions

General and specific terms of reference used in this RFQ include, but are not limited to:

- A. **Construction-Manager-At-Risk (CMAR):** The entity entering into the CMAR Contract with the Owner.
- B. **Engineer:** GHD, Inc. is currently engaged to perform design up to 30%.
- C. **Key Personnel:** For purposes of this RFQ, those individuals identified by Respondent under Section 3.6.
- D. **Owner:** AlexRenew.
- E. **Procurement:** The Owner's process for selecting the CMAR.
- F. **Respondent:** The entity that submits an SOQ in response to this RFQ.
- G. **Request for Proposals (RFP):** The Owner's Request for Proposals, which will be issued to the Shortlisted Respondents who are selected to proceed to the next phase of this Procurement.
- H. **Request for Qualifications (RFQ):** This Procurement document.
- I. **Shortlist:** The list of Respondents the Owner determines to be the best suited and qualified based on an evaluation of the SOQs.
- J. **Statement of Qualifications (SOQ):** The document submitted by a Respondent in response to this RFQ, including any completed forms, attachments, and exhibits.
- K. **Preliminary and Primary Systems Upgrade Program (Project):** The various upgrades to AlexRenew's preliminary and primary treatment processes at the WRRF as described in Section 2.3.
- L. **Water Resource Recovery Facility (WRRF):** AlexRenew's wastewater treatment plant.

2 BACKGROUND INFORMATION

2.1 Overview of AlexRenew

Established in 1952 by the Alexandria City Council, AlexRenew's chartered mission is to clean wastewater and protect public health and the environment. 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 billion and treats approximately 38 MGD (up to 116 MGD during wet weather) of wastewater at its WRRF, located in Alexandria, Virginia.

2.2 Overview of AlexRenew's Liquid Treatment Process

AlexRenew's WRRF liquid treatment process consists of the following main processes: coarse screening, raw sewage pumping, fine screening, grit removal, grit and screenings loading, primary settling, biological nutrient removal, secondary settling, tertiary treatment, and UV disinfection. The liquid process facility layout at the WRRF highlighting the preliminary and primary systems is presented in Figure 2.1.

Figure 2.2 provides a process flow schematic of the liquids treatment processes at AlexRenew. Raw wastewater influent first passes through a series of screens and grit separators to remove large solids. Flows are then transported into the primary settling tanks for removal of suspended solids, fats, oils and grease. Screenings and grit are removed from the facility for disposal at the Covanta Waste Energy Facility located in Fairfax, Virginia. After primary settling, the water is pumped to biological reactor basins for nutrient removal and then to secondary settling tanks. Flow proceeds to the next step, tertiary treatment, which consists of settling tanks, filters, and UV disinfection, before going through post-aeration and discharging to Hunting Creek.

Figure 2.1. AlexRenew's Liquid Treatment Process

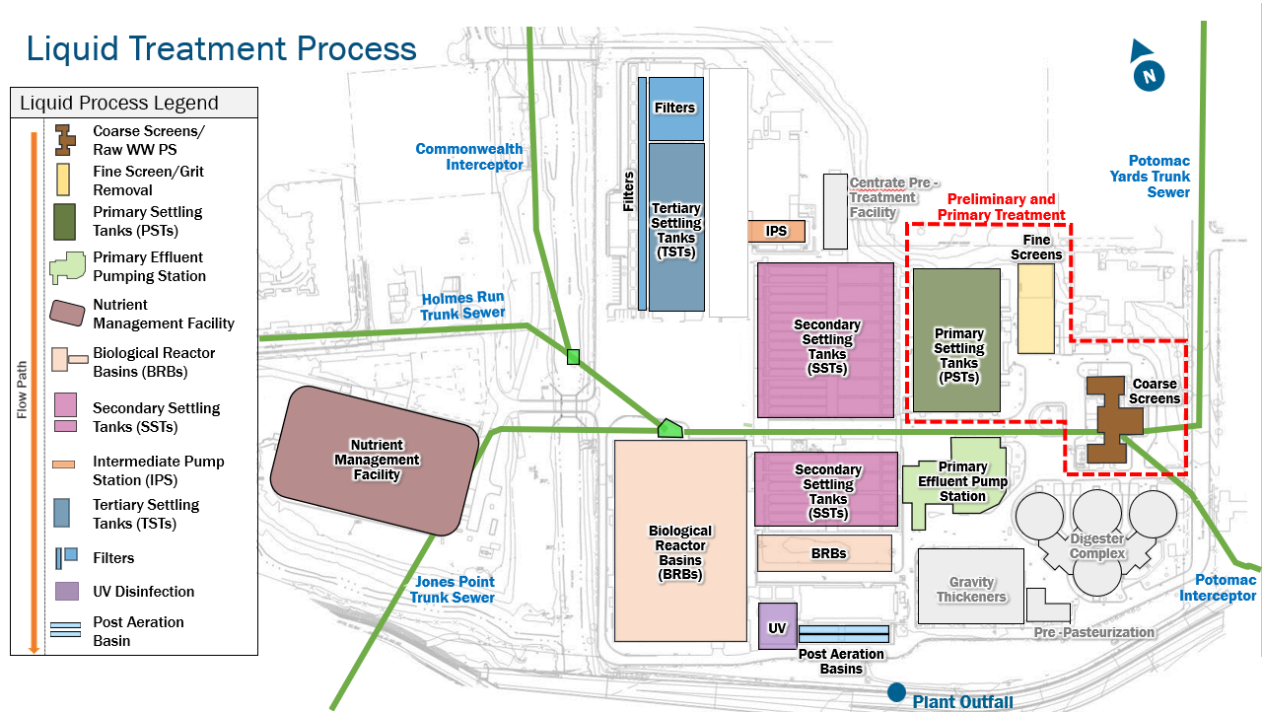
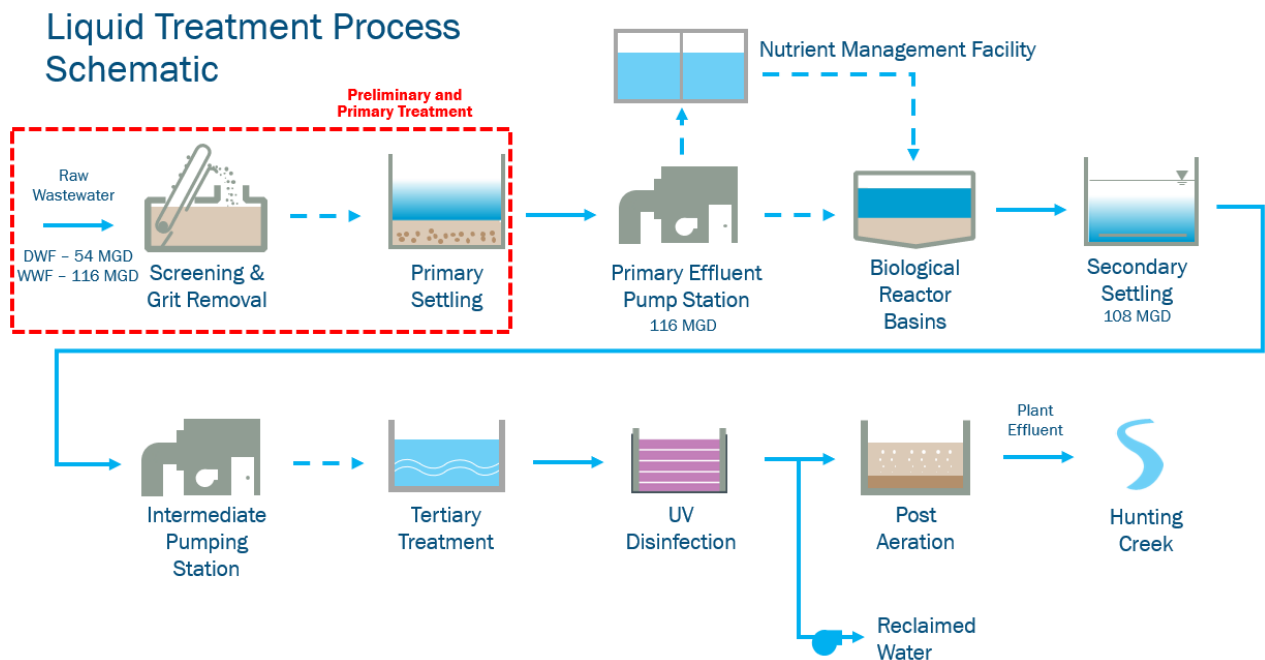


Figure 2.2. AlexRenew's Liquid Treatment Process Flow Schematic



2.3 Preliminary and Primary Systems Upgrade Program

In August 2020, AlexRenew began assessing the condition and performance of the WRRF's preliminary and primary treatment processes. Several operational, performance, and reliability deficiencies were identified in the coarse screening, influent pumping, fine screening, grit removal, grit and screenings loading, primary settling, and primary scum removal processes. Additionally, many of these components are nearing the end of their useful lives. In alignment with the values set forth in AlexRenew's 2040 Vision Statement, upgrading equipment and remediating deficiencies as soon as possible will mitigate the risks of current equipment failure and systems downtime due to the complexity and age of the equipment.

AlexRenew determined that a CMAR contract would be the most practicable means to perform these upgrades due to the necessity, timing, and complexity of the tasks, working in and around active systems, and ensuring the safety of operations and maintenance teams. The Project's goal is to ensure operational reliability and maintain Virginia Pollutant Discharge Elimination System (VPDES) permit compliance.

The following list provides a summary of currently anticipated upgrades to be performed as part of this Project.

Table 2.1. Anticipated Preliminary and Primary System Upgrade Program Summary of Upgrades

Component	Upgrade Description
Primary Weir Observation House (PWOH)	Refurbishment of the PWOH building including corroded metal roof panels, structural steel supports and other steel components, building lighting, electrical equipment and conduits, and odorous air piping
Primary Settling Tanks (PST)	Replace existing influent baffles, slide gates, scum skimmers, and handrails
Primary Settling Tanks Effluent Channel	Repair or replace degraded concrete and metal supports for the primary settling tanks effluent channel and control structures.
Coarse Screening	<ul style="list-style-type: none"> • Construction of a new coarse screening influent channel including channel isolation gates and expansion of the existing Coarse Screen Room • Replacement of the two (2) existing screens and providing a new washer/compactor unit and discharge chutes for each screen • Miscellaneous improvements to coarse screening system
Raw Sewage Pumping Station (RSPS)	<ul style="list-style-type: none"> • Replace six (6) existing raw sewage pumps with new dry-pit submersible pumps and construct new concrete pedestals • Upgrade VFDs, valves, and instrumentation and control • Wet well and pump room enhancements
RSPS Suction and Discharge Structures	Coat interior surface of wet wells, suction conduits, and concrete portion of discharge conduits. Inspection and rehabilitation services
Fine Screening	<ul style="list-style-type: none"> • Replace four (4) existing screens and provide four (4) new screens with washer/compactors and instrumentation and controls • Replacement of two (2) existing fine screens transfer conveyors • Installation of two (2) new fine screenings transfer conveyors

Component	Upgrade Description
	<ul style="list-style-type: none"> • Removal and replacement of the concrete coating on the screen channels
Conveyors and Loading	<ul style="list-style-type: none"> • Provide two (2) roll-off containers on an automated rail system with new discharge ports for fine screening and grit loading • Installation of four (4) new shaftless fine screenings screw conveyors. • Installation of two (2) new shafted grit screw conveyors
Primary Scum	<ul style="list-style-type: none"> • Upgrades to the primary scum system, sludge pumping system, and PST pipe gallery
Grit Removal	<ul style="list-style-type: none"> • Replace two (2) existing vortex grit separators and associated pumps with two new vortex grit separators with the V-Force baffle and pumps • Replace two (2) existing vortex grit separators and associated pumps with three (3) new stacked tray grit removal units and pumps • Replace associated grit piping with abrasion resistant materials • Replace four (4) existing grit classifiers with four (4) new grit washers and provide new equipment platform • Construct new dewatering equipment access stairs and platform

2.4 Estimated Cost and Schedule

The value of the CMAR Contract is currently estimated at \$60 million based on a conceptual level of design. It is anticipated that notice to proceed (NTP) will be issued in July 2024, with a final completion date in October 2029.

The estimates of the value of the CMAR Contract and schedule are approximations and provided to assist interested participants in determining whether to submit an SOQ. Final schedule requirements will be incorporated into the CMAR Contract.

2.5 Respondent’s Scope of Work

The CMAR will work with AlexRenew and the Engineer to advance schematic design for the Project and to construct the approved design packages. The Scope of Work for each design package is divided into two phases – Phase I: Preconstruction Services and Phase II: Construction as highlighted below.

2.5.1 Phase I: Preconstruction Services

During Phase I, the Engineer will complete design of the identified upgrades. The CMAR will be engaged during the design process to provide input on construction, phasing, and maintenance of plant operations (MOPO) into the planning and design of the upgrades. Anticipated scope for Phase I includes but is not limited to:

- A. **Project Meetings and Workshops.** Participate in regular meetings or workshops with the Engineer, the Owner, and/or others as needed for onboarding, design/constructability reviews, scheduling, package development, or other coordination items.
- B. **Milestone Design Reviews and Workshops.** Participate in meetings or workshops related to key milestone design reviews to provide input.

- C. **Value Engineering, Constructability, and Packaging Reviews.** Perform regular informal value engineering, constructability, and packaging reviews of the Engineer's design to identify, evaluate, and propose cost-effective alternatives and changes to improve Project constructability, and provide input on packaging.
- D. **Cost Model.** Develop a baseline cost model that is regularly updated throughout Preconstruction Services. Notify the Owner of any perceived cost impacts.
- E. **Schedule.** Develop a baseline schedule that is regularly updated throughout Preconstruction Services. Notify the Owner of any perceived schedule impacts.
- F. **Equipment Pre-Purchase.** Identify long-lead equipment procurement items, if any, and coordinate with Owner and Engineer on how to prevent or minimize impacts to the Project, including pre-purchase.
- G. **Site Specific Investigations.** Plan and perform field investigations needed to validate existing site conditions, develop MOPO plans, and/or assess the condition of existing facilities. May include geotechnical, utility locates, cultural resource surveys, verification of as-built conditions, etc.
- H. **Plant Operations Interface.** Coordinate with plant staff on developing a preliminary list of plant impacts and potential mitigations. Provide educational training to staff.
- I. **Commissioning Plans.** Work with the Engineer and Owner to establish a draft commissioning plan to capture any additions to the Project engineering and design that would facilitate commissioning and acceptance.
- J. **Phase II Construction Price Proposal and Amendment.** Develop a Phase II Construction Price Proposal for submission and negotiation with the Owner..

2.5.2 Phase II: Construction

During Phase II, the CMAR will execute construction on the scope identified in Section 2.3 while maintaining operations at the WRRF. The Work may include multiple Guaranteed Maximum Price packages. .

2.6 Anticipated Contract Terms and Conditions

The CMAR Contract will be included with the RFP. It is anticipated that the CMAR Contract Terms and Conditions will be based upon the family of documents published by the Engineers Joint Contract Documents Committee, modified as appropriate for the Project.

2.7 Procurement Overview

Selection of the CMAR will be undertaken using a two-step process as authorized by Virginia Code § 2.2-4378 et seq., Construction Management and Design-Build Contracting. This RFQ and the subsequent SOQs submitted in response, represent the first step in the selection process. The SOQs will be used by AlexRenew to determine the Shortlist. AlexRenew anticipates that the Shortlist will consist of the three (3) highest ranked Respondents (Shortlisted Respondents). The Shortlisted Respondents will be invited to participate in the second step of the process and submit Proposals in response to the RFP.

The second step of the procurement process will entail the submission of a Technical/Management Proposal and a Sealed Price Proposal from each Shortlisted Respondent. The Sealed Price Proposal

is anticipated to include information that will be part of the evaluation process (e.g., the CMAR’s corporate overhead and profit percentage for Phase II Services) and information that will not be part of the evaluation process (e.g. summary table of billing rates for Key Personnel and estimated costs for the Preconstruction Services). It is anticipated that the evaluation process for the RFP will result in those elements of the Sealed Price Proposal that will be scored having a relative weight of 15 percent and the Technical/Management Proposal accounting for the remaining weighting. Additional details regarding the second step of the procurement process will be provided in the RFP.

During the second step of the procurement process, it is anticipated that AlexRenew will conduct two (2) confidential meetings with each Shortlisted Respondent to discuss construction approaches and contract terms and conditions in a confidential setting. Confidential meetings will be conducted pursuant to the requirements of the RFP.

2.8 Procurement Schedule

AlexRenew anticipates conducting the procurement process in accordance with the list of milestones outlined in Table 2.2. These milestones are subject to revision, and AlexRenew, at its sole discretion, reserves the right to modify the milestones as it finds necessary.

AlexRenew will conduct an Information Session and Site Tour for this RFQ at AlexRenew’s Environmental Center, Conference Room 600 (Ed Semonian Board Room). Respondents are limited to five (5) participants per team at the Information Session and Site Tour.

BRING YOUR OWN PERSONAL PROTECTIVE EQUIPMENT INCLUDING A HARD HAT, SAFETY VEST, AND CLOSED SHOES FOR THE SITE TOUR.

Table 2.2. Procurement Schedule

Date	Activity
October 10, 2023	Issue RFQ
October 17, 2023	Information Session and Site Tour from 10:00 AM – 12:00 PM ET
November 7, 2023	Last Date to Submit Questions Regarding the RFQ, 2:00 PM ET
November 14, 2023	Last Date for Addenda
November 21, 2023	SOQ Submitted via E-mail to AlexRenew by 2:00PM ET
January 2024	Notification of Shortlisted Respondents
March 2024	Issue RFP
March-April 2024	Proprietary Meetings
Late-April 2024	Proposals Submitted to AlexRenew
June 2024	Contract Approval by AlexRenew Board of Directors
July 2024	Anticipated Notice to Proceed for CMAR Contract

2.9 AlexRenew Point of Contact

AlexRenew's sole point of contact (POC) for matters related to the RFQ shall be Igor Scherbakov. AlexRenew's POC is the only individual authorized to discuss this RFQ with any interested parties, including Respondents. All communications outside of the Information Meeting and Site Tour and with AlexRenew's POC about the Project or this RFQ shall be in writing, as required by applicable provisions of this RFQ.

Igor Scherbakov

AlexRenew

Procurement Manager

purchasing@alexrenew.com

Prior to the award of a contract resulting from this solicitation, Respondents are prohibited from contacting AlexRenew staff other than the AlexRenew POC identified above. Respondents are also prohibited from contacting any member of the AlexRenew Board of Directors and any other staff or entities contributing to the development of the Project. Any such contact may result in disqualification from participating in this procurement.

AlexRenew disclaims the accuracy of information derived from any source other than AlexRenew's POC, and the use of any such information is at the sole risk of the Respondent.

3 STATEMENT OF QUALIFICATIONS CONTENTS

This Section describes specific information that must be included in the SOQ. The structure and format for the presentation of SOQ information is described in Section 5.

3.1 General

The RFQ step of the procurement process is intended to enable Respondents to demonstrate their qualifications to perform the Project and to enable AlexRenew to evaluate those qualifications in arriving at a Shortlist. Respondents are advised that the SOQ should include specific information that will demonstrate the qualifications and experience required by this RFQ.

The SOQ will consist of all information required under this Section 3, in the order and format specified in Section 5.

Respondents are advised that AlexRenew reserves the right to conduct an independent investigation of any information, including prior experience and performance, identified in the SOQ by contacting project references, accessing public information, contacting independent parties, or any other means. AlexRenew further reserves the right to request additional information from a Respondent during the evaluation of that Respondent's SOQ.

If the Respondent has concerns about information included in its SOQ that may be deemed confidential, the Respondent shall adhere to the requirements set forth by Section 8.8.

Respondents are further advised that AlexRenew requires the CMAR to be a single corporate entity, and will not accept proposals from joint ventures or any other entity (e.g., limited liability company) that is comprised of more than one corporate entity.

3.2 Cover Page

Include an SOQ cover that contains the Project title "Statement of Qualifications for Contract 24-024: Preliminary and Primary Systems Upgrade Program."

3.3 RFQ Checklist

Respondents shall complete the RFQ-24-024 Checklist provided as Attachment A and include it in the SOQ. The purpose of the RFQ Checklist is to aid the Respondent in ensuring all submittal requirements have been included in the Respondent's SOQ and to provide a page reference indicating the location of each submittal requirement in the SOQ. The RFQ Checklist is provided to assist the Respondent in preparing its SOQ as a guide only. It does not absolve the Respondent from meeting all requirements of the RFQ.

3.4 Table of Contents

Include a Table of Contents outlining the contents of the SOQ.

3.5 Submittal Letter

Each Respondent shall provide a Submittal Letter on Respondent's letterhead that formally conveys the SOQ to AlexRenew. The letter must be signed by the Respondent's authorized representative who

is empowered to sign such material and to commit Respondent to the representations and obligations contained in the SOQ.

The Submittal Letter, which shall not exceed one (1) page, may include any information deemed relevant by the Respondent but must include the name, address, phone number(s), and e-mail address of Respondent's authorized representative.

3.6 Team Organization and Commitment

The Respondent shall provide sufficient information on corporate and Key Personnel qualifications to enable AlexRenew to understand and evaluate the Respondent's proposed Project team for both phases of the Work. The Respondent shall provide the following:

- A. A detailed narrative of the Respondent's ability and capacity to deliver the Phase I and Phase II Services and how the Respondent's organization functions to achieve that goal.
- B. A one-page organization chart illustrating the Respondent's structure for providing services under both phases (chart may be 11-inch by 17-inch if necessary) and details of "chain of command" responsibilities.
- C. A summary of the following Key Personnel. Key Personnel shall all be employees of the CMAR and shall have demonstrated experience in their proposed roles.
 - **Project Manager.** Responsible for overall delivery of the Project including planning, design review, construction, and commissioning.
 - **Preconstruction Manager.** Responsible for constructability reviews, permit setup, cost estimating, procurement, Phase II construction price development, and other tasks as needed.
 - **Construction Manager.** Responsible for the delivery of the construction phase of the project. Responsible for providing constructability reviews during design and managing the team resources and schedule to deliver the construction phase of the Project.
 - **Site Superintendent.** Individual assigned to the field. Responsible to manage, make safe, and provide quality control of all construction activities, trades, subcontractors, and team field staff on the Project site.
 - **MOPO Coordinator.** Responsible for coordinating directly with AlexRenew operations, maintenance, and administrative staff on any planning and execution of work that requires impacts to AlexRenew's WRRF operations.
 - Any additional individuals that the Respondent wishes to propose as Key Personnel who it deems important to achieving the Project goals, with the understanding that by naming such individual, the terms of Section 8.5 will apply. Include the role and function of proposed personnel and the value they add to the Project.
- D. Summary for Key Personnel shall include:
 - Name of Key Personnel
 - Total number of years of experience
 - Total number of years with the Respondent

- Two Reference Projects, including the following information:
 - i. Reference Project Name
 - ii. Reference Project Location
 - iii. Reference Project Description/Scope
 - iv. Contact information for a person representing the owner/client for the Reference Project who was in responsible charge of the project and is knowledgeable of the Respondent's role (include name, title, phone number, and e-mail)
- E. Full resumes (up to three (3) pages in length) in Appendix A highlighting experience in the proposed role and clearly stating their role on this Project.

3.7 Related Project Experience

Provide sufficient information to enable AlexRenew to understand and evaluate the corporate experience of the Respondent on individual projects of similar scope and complexity. AlexRenew intends to evaluate Respondents based upon previous experience with the following:

- A. Key personnel engagement on projects.
- B. Work at active wastewater treatment plant.
- C. Work associated with liquid processes and equipment.
- D. Maintenance of plant operations and flow during construction.
- E. Experience with collaborative delivery methods.
- F. Corporate capability to self-perform work.

Provide three (3) reference projects that the Respondent considers most relevant for demonstrating the team's qualifications reflecting the listed elements in Sections 2.3, 2.5, and 3.7 A-F. These three (3) reference projects must have been performed within the ten (10) years prior to the issuance date for this RFQ and be of similar size and program to the Preliminary and Primary Systems Upgrade Program, by any method of project delivery.

Summary of Related Project Experience shall include:

- A. Reference Project name
- B. Reference Project location
- C. Reference Project description/scope
- D. A brief description of work self-performed by the Respondent and estimation of the percentage of work self-performed.
- E. Any Key Personnel that performed work on the Reference Project and role on the Reference Project
- F. Contact information for a person representing the owner/client for the Reference Project who was in responsible charge of the project and is knowledgeable of the Respondent's role (include name, title, phone number, and e-mail)

- G. The Reference Project's awarded cost, and final completed cost. Describe any claims or significant change orders that delayed the schedule and/or increased the project cost.
- H. The date the Reference Project started, the planned completion date at the time of award, and the actual project completion date.
- I. The delivery method (design-build, CMAR, design-bid-build, etc.) under which the Reference Project was constructed.
- J. Summarize the relevant technical scope elements (see Sections 2.3 and 2.5) similar to the Project.
- K. Identify significant challenges encountered and solutions provided during the project.
- L. Identify any added value/significant benefits to the Owner on the project.

3.8 Project Risks and Mitigation

Provide sufficient information to enable AlexRenew to understand and evaluate the Respondent's understanding of the Project risks.

Identify and discuss three (3) unique risks for this Project, focusing on what the Respondent considers the most relevant and critical to the success of this Project. Provide a narrative for each risk that describes why the risk is critical, indicates the impact the risk will have on the Project and discusses the mitigation strategies the Respondent may implement to address the risk. Describe the role that the Respondent expects AlexRenew or other agencies may have in addressing these Project risks. Each risk identified should be a unique, singular risk and should not include multiple subsets under a risk category. If subsets of a critical risk are provided, only the first risk subset will be evaluated.

3.9 Safety Program and Record

Submit a summary description of the Respondent's safety program. Include a description of safety programs or procedures that would be applicable to the Project, including but not limited to worker safety, owner safety, and visitor safety. Submittals of complete safety manuals are not required nor desired.

Provide the following safety information and records for the Respondent:

- A. The current Workers' Compensation Experience Modification Ratio ("EMR") or Experience Modification Factor ("EMF"). The EMR or EMF is the workers' compensation insurance premium adjustment factor that has been calculated by the National Council on Compensation Insurance (NCCI) or other similar advisory organization or rating bureau. The EMR or EMF is calculated by comparing a company's actual workers' compensation loss data against average loss data for other employers in the same state who share the same industry classification code.
- B. The completed OSHA Form 300A "Summary of Work-Related Injuries and Illnesses" for the three (3) most recent years (include in SOQ as Appendix B).

3.10 Other Forms and Required Documents

3.10.1 SCC Registration

Execute and return the State Corporation Commission (SCC) Registration Form (provided as Attachment B) for the Respondent. Provide the name, registration number, and status.

3.10.2 Surety Letter

Include a letter from a surety company (with a Best's Financial Strength Rating of A-minus and Financial Size Category VIII or better by AM Best Company) in Appendix C stating that the Respondent can obtain a performance and payment bond based on the current estimated CMAR Contract value referenced in Section 2.4, which bonds will cover the Project and any warranty periods. The letter shall clearly state the rating categorization noted above and reference the estimated CMAR Contract value.

3.10.3 Financial History

If the Respondent has experienced one or more of the following incidences over the past five (5) years, Respondent shall provide a narrative (three (3) pages or less) to describe and/or explain the circumstances associated with such incidence:

- A. Any contract has been terminated for default.
- B. Any criminal conviction, and any violation of any federal, state, or local statute or regulation, or of any court order addressing or governing antitrust, public contracting, employment discrimination, false claims, or prevailing wages.
- C. Any debarment, or any consideration for debarment, on public contracts by the federal, state, or local government, or by any agency of such government.

Any Respondent shall disclose any outstanding or threatened litigation or regulatory action or investigation that could adversely impact such entity's financial condition or ability to carry out and complete the obligations of the CMAR under the CMAR Contract.

4 EVALUATION OF THE STATEMENT OF QUALIFICATIONS

AlexRenew will review the SOQ for responsiveness to the requirements of this RFQ and evaluate all responsive SOQs according to factors and weightings outlined in Table 4.1.

Table 4.1. Evaluation Factors and Weighting

Factor	Weighting (percentage)
Team Organization and Commitment	50
Related Project Experience	30
Project Risks and Mitigation	10
Safety Program and Record	10

Each evaluation factor has an assigned maximum weight as indicated above. The Submittal Letter, Surety Letter, Financial History, and all additional requirements and submittals from Section 3.10 are considered pass/fail submissions. Respondents will be ranked from the highest to the lowest based on their final scores to determine the three (3) Shortlisted Respondents.

5 STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

This Section describes the submittal and format requirements that all Respondents must satisfy in submitting an SOQ. Failure of any Respondent to submit its SOQ in accordance with this RFQ may result in rejection.

5.1 Format

SOQ shall be organized as outlined in Table 5.1 and shall not exceed ten (10) page-equivalents.

Table 5.1. Statement of Qualifications Outline

SOQ Section	Contents	Does Section Count Toward Page Limit?
--	Cover Page	No
--	RFQ-24-024 Checklist	No
--	Table of Contents	No
1	Submittal Letter	No
2	Team Organization and Commitment	Yes
3	Related Project Experience	Yes
4	Project Risks and Mitigation	Yes
5	Safety Program and Record	Yes
Appendix A	Resumes	No
Appendix B	OSHA Form 300A	No
Appendix C	Other Forms and Required Documents	No

Pages shall be 8.5-inch by 11-inch with minimum of 0.75-inch margins. Minimum font size shall be 11 point. Figures and tables may use a minimum font size of 9 point. SOQs shall be in a single, searchable, Adobe Acrobat format (PDF). Format shall be in a layout to be printed on both sides, except cover pages and dividers.

Any 11-inch by 17-inch pages will count as two (2) page-equivalents and shall be formatted to print single-sided. All content shall be in English.

Unnecessarily elaborate materials beyond that sufficient to present a complete and effective SOQ are not desired.

5.2 Submission

SOQs must be delivered electronically via e-mail ONLY to the following contact, marked with the Respondent's name no later than the time and date deadline specified in this RFQ:

Igor Scherbakov
Procurement Manager
Purchasing@alexrenew.com

E-Mail Subject for SOQ Submission: RFQ-24-024 [RESPONDENT'S NAME]

SOQs received after the submission date and time prescribed herein will not be considered and will be returned to the Respondent. If confirmation of SOQ receipt is needed, please use the "Request Delivery Receipt" or similar email option when submitting SOQs. Paper copies of SOQs will not be accepted.

6 QUESTIONS AND ADDENDA

6.1 Questions and Clarifications

All questions and requests for clarification regarding this RFQ shall be submitted to AlexRenew's POC via e-mail only. No requests for additional information, clarification, or any other communication should be directed to any other individual.

NO ORAL REQUESTS FOR INFORMATION WILL RECEIVE A RESPONSE.

All e-mail communications to AlexRenew from Respondents shall specifically reference the correspondence as being associated with "Preliminary and Primary Systems Upgrade Program RFQ-24-024."

All questions or requests for clarification must be submitted by the due date and time set forth in Section 2.8. Questions or clarifications requested after such date and time will not be answered, unless AlexRenew elects, in its sole discretion, to do so.

6.2 Addenda

Changes to the RFQ, in the form of addenda, may be issued between the release and submission dates. Receipt and incorporation of all addenda into the SOQ must be acknowledged in the RFQ-24-024 Checklist. Notice of addenda will be posted on eVA at <http://www.eva.virginia.gov> and the AlexRenew website <http://alexrenew.com>. All potential Respondents are encouraged to monitor these web pages for the most current addenda.

7 RIGHTS AND RESERVATIONS OF ALEXRENEW

In connection with this procurement, AlexRenew reserves to itself all rights (which rights shall be exercisable by AlexRenew at its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

- A. The right to cancel, withdraw, postpone or extend this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by AlexRenew of a CMAR contract, without incurring any obligations or liabilities.
- B. The right to issue a new RFQ.
- C. The right to reject any and all submittals, responses, SOQs, and Proposals received at any time.
- D. The right to modify all dates set or projected in this RFQ.
- E. The right to terminate evaluations of responses received at any time.
- F. The right to suspend and terminate the procurement process for the Project, at any time.
- G. The right to revise and modify, at any time prior to the respective SOQ and Proposal submittal dates, factors it will consider in evaluating responses to this RFQ and the subsequent RFP and to otherwise revise its evaluation methodology. Should any modifications occur, Respondents will be notified.
- H. The right to waive or permit corrections to data submitted with any response to this RFQ until such time as AlexRenew declares in writing that a particular stage or phase of its review of the responses to this RFQ has been completed and closed.
- I. The right to issue addenda, supplements, and modifications to this RFQ, including but not limited to modifications of evaluation criteria or methodology and weighting of evaluation criteria.
- J. The right to permit submittal of addenda and supplements to data previously provided with any response to this RFQ until such time as AlexRenew declares in writing that a particular stage or phase of its review of the responses to this RFQ has been completed and closed.
- K. The right to hold meetings and conduct discussions and correspondence with one or more of the Respondents responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
- L. The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFQ, including the right to seek clarifications from Respondents.
- M. The right to permit Respondents to add or delete entities and/or Key Personnel until such time as AlexRenew declares in writing that a particular stage or phase of its review has been completed and closed.
- N. The right to add or delete Respondent responsibilities from the information contained in this RFQ or the subsequent RFP.
- O. The right to appoint and change appointees of any members of AlexRenew's evaluation team.

- P. The right to use assistance of technical and legal experts and consultants in the evaluation process.
- Q. The right to waive deficiencies, informalities and irregularities in an SOQ, accept and review a non-conforming SOQ, or seek clarifications or supplements to an SOQ.
- R. The right to disqualify any Respondent that changes its submittal without AlexRenew approval.
- S. The right to change the method of award between the advertisement of the RFQ and the advertisement of the RFP.
- T. The right to respond to all, some, or none of the inquiries, questions and/or requests for clarification received relative to the RFQ.

8 MISCELLANEOUS

8.1 VCWRLF and/or WIFIA Requirements

This Project may be partially funded through a loan from the Virginia Clean Water Revolving Loan Fund (VCWRLF), the EPA's Water Infrastructure Finance and Innovation Act (WIFIA) program, or a combination thereof. Should these funding sources be used, the CMAR Contract may include the following requirements: Minority Business Enterprise and Women Business Enterprise fair share objectives; and Davis Bacon Act and American Iron and Steel provisions. AlexRenew anticipates that the Project will be subject to a BABA waiver, as long as the waiver is still acknowledged by the federal government, should these funding methods be used.

An example of the current VCWRLF requirements can be found at the following link: [VCWRLF Contract Inserts](#).

Respondents are encouraged to utilize small, minority-owned, local metro area and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity Business Assistance (<https://bos.sbsd.virginia.gov/>), local chambers of commerce, and other business organizations.

8.2 No Obligations for Proposal Costs

AlexRenew assumes no obligations, responsibilities, nor liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ, or the subsequent RFP. All such costs shall be borne solely by each Respondent and its team members.

8.3 Competing Statement of Qualifications

A Respondent and its Affiliates, or a member of the Respondent's team and any Affiliates of such member, shall not be allowed to submit a competing SOQ as another Respondent, or as a member of another Respondent's team. The following definitions apply:

- A. "Respondent" is the entity that will enter into the Agreement with AlexRenew and does not include subcontractors and subconsultants that do not directly execute the Agreement with AlexRenew.
- B. "Affiliate" means with respect to any particular company or entity, a company or entity that:
 - (a) owns and controls, directly or indirectly, such company or entity;
 - (b) is owned and controlled, directly or indirectly, by such company or entity; or
 - (c) is owned and controlled, directly or indirectly, by the same company or entity that owns and controls such company or entity. The term "control" for purposes of this definition means ownership, directly or indirectly, of fifty percent (50%) or more of the issued voting shares of a company or entity or ownership of equivalent rights to determine the decisions of such company or entity or having the right to appoint at least fifty percent (50%) of the members of the board of directors of such company or entity.

8.4 Licenses and Registrations

Each Respondent must include in its team a Virginia-licensed Class A Contractor. All licensures and registrations must be effective as of the date of receipt of the SOQ. Additional team members may require Class A licensing in Virginia at the RFP step of this two-step procurement process, depending upon the level of involvement either by percentage or value of work performed.

8.5 Obligation to Keep the Team Intact

The team proposed by Respondent, including but not limited to the Respondent's organizational structure, Key Personnel, subcontractor(s) and/or subconsultant(s) and other individuals identified pursuant to Section 3.6, shall remain on the Respondent's team for the duration of the procurement process and, if the Respondent is awarded the CMAR Contract, the duration of the CMAR Contract. The Respondent shall not change or substitute any Key Personnel except due to voluntary or involuntary termination of employment, retirement, death, disability, incapacity, or as otherwise approved by AlexRenew. Any proposed change of Key Personnel must be submitted in writing to AlexRenew's POC, who, in his/her sole discretion, will determine whether to authorize a change. Unauthorized changes to the Respondent's team at any time during the procurement process may result in the elimination of the Respondent from further consideration. Job duties and responsibilities of Key Personnel shall not be delegated to others for the duration of the CMAR Contract.

8.6 Conflict of Interest

Each Respondent shall require its proposed team members to identify potential conflicts of interest or a real or perceived competitive advantage relative to this procurement. Respondents are notified that prior or existing contractual obligations between a company and a federal or state agency relative to the Project may present a conflict of interest or a competitive advantage. If a potential conflict of interest or competitive advantage is identified, the Respondent shall submit in writing the pertinent information to AlexRenew's POC.

AlexRenew, in its sole discretion, will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to this procurement that cannot be mitigated, shall not be allowed to participate as a CMAR for the Project. Failure to abide by AlexRenew's determination in this matter may result in an SOQ or Proposal being declared non-responsive.

Any entities currently participating in the capacity of Engineer are precluded from participating in this procurement.

8.7 Ethics in Public Contracting Act

AlexRenew may, in its sole discretion, disqualify the Respondent from further consideration for the award of the CMAR Contract if it is found after due notice and examination by AlexRenew that there is a violation of the Ethics in Public Contracting Act, § 2.2-4367 of the Virginia Code, or any similar statute involving the Respondent in the procurement of the contract.

8.8 Virginia Freedom of Information Act

All SOQs submitted to AlexRenew become the property of AlexRenew and are subject to the disclosure requirements of § 2.2-4342 of the Virginia Public Procurement Act and the Virginia Freedom of Information Act (FOIA) (§ 2.2–3700 et seq. of the Code of Virginia). Respondents are advised to familiarize themselves with the provisions of each Act referenced herein to ensure that documents identified as confidential will not be subject to disclosure under FOIA. In no event shall AlexRenew be liable to a Respondent for the disclosure of all or a portion of an SOQ submitted pursuant to this request not properly identified as confidential.

If a Respondent has special concerns about information which it desires to make available to AlexRenew but which it believes constitutes a trade secret, proprietary information, or other confidential information exempted from disclosure, such Respondent should specifically and conspicuously designate that information as such in its SOQ and state in writing why protection of that information is needed. The Respondent should make a written request to this effect to AlexRenew's POC as part of its SOQ package. The written request shall:

- A. Invoke such exemption upon the submission of the materials for which protection is sought;
- B. Identify the specific data or other materials for which the protection is sought;
- C. State the reasons why the protection is necessary; and
- D. Failure to take such precautions prior to submission of an SOQ may subject confidential information to disclosure under the Virginia FOIA.

Respondents shall not designate as trade secrets or proprietary information (a) the Respondent's entire SOQ; (b) any portion of the SOQ that does not contain trade secrets or proprietary information; or (c) any line item or total prices. Nothing contained in this provision shall modify or amend requirements and obligations imposed on AlexRenew by applicable law, and the applicable law(s) shall control in the event of a conflict between the procedures described above and any applicable law(s).

In the event AlexRenew receives a request for public disclosure of all or any portion of an SOQ identified as confidential, AlexRenew will attempt to notify the Respondent of the request and AlexRenew's determination about whether any portion of a SOQ identified as confidential by the Respondent can be withheld from disclosure. AlexRenew will come to its own determination whether or not the requested materials are exempt from disclosure.

Because of the confidential nature of the evaluation and negotiation process associated with this Project, and to preserve the propriety of each Respondent's SOQ, it is AlexRenew's intention, subject to applicable law, not to consider a request for disclosure until after AlexRenew's issuance of a Notice of Intent to Award. Respondents are on notice that once a CMAR Contract is executed, some or all of the information submitted in the SOQ may lose its protection under the applicable Virginia law.

8.9 Compliance with the Law in Virginia

Failure to comply with the law with regard to those legal requirements in Virginia (whether federal or state) regarding a Respondent's ability to lawfully offer and perform any services proposed or related to the Project may render an SOQ submittal or RFP submittal, in the sole and reasonable discretion of

AlexRenew, non-responsive and/or non-responsible, and in that event such SOQ submittal or RFP submittal may not be considered for selection of contract award.

Attachment A
RFQ-24-024 Checklist

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RFQ-24-024 Checklist

RESPONDENT NAME:

The purpose of the RFQ Checklist is to aid the Respondent to ensure all submittal requirements have been included in the Respondent's SOQ and to provide a page reference indicating the location of each submittal requirement in the SOQ.

SOQ Section	Contents	Checklist	SOQ Page Reference
--	Cover Page	<input type="checkbox"/>	
--	RFQ-24-024 Checklist	<input type="checkbox"/>	
--	Table of Contents	<input type="checkbox"/>	
1	Submittal Letter	<input type="checkbox"/>	
2	Team Organization and Commitment	<input type="checkbox"/>	
3	Related Project Experience	<input type="checkbox"/>	
4	Project Risks and Mitigation	<input type="checkbox"/>	
5	Safety Program and Record	<input type="checkbox"/>	
Appendix A	Resumes	<input type="checkbox"/>	
Appendix B	OSHA Form 300A	<input type="checkbox"/>	
Appendix C	Other Forms and Required Documents	<input type="checkbox"/>	

ADDENDA ACKNOWLEDGEMENT. Your signature below serves as your acknowledgment that all addenda have been received and incorporated into the SOQ submission. Check all that apply.

- Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4
 Addendum No. 5 Addendum No. 6 Addendum No. 7 Addendum No. 8

Name and Title (Respondent's authorized representative)

Authorized Signature

Date

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Attachment B
SCC Form

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Compliance with Virginia Law for Transacting Business in Virginia

The undersigned hereby agrees that, if AlexRenew accepts your SOQ for services in conjunction with this RFQ, you meet the requirements of Virginia Code § 2.2-4311.2.

Please complete the following by checking the appropriate line that applies and providing the requested information:

- A. Respondent is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Respondent's Identification Number issued to it by the SCC is [Click or tap here to enter text.](#) (The SCC number is NOT your federal ID number).
- B. Respondent is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Respondent's Identification Number issued to it by the SCC is [Click or tap here to enter text.](#)
- C. Respondent does not have an Identification Number issued to it by the SCC and such Respondent does not require authorization to transact business in Virginia by the SCC for the following reason or reasons. (Please add additional pages if necessary).

Legal Name of Company (as listed on W-9)

Legal Name of Respondent

Authorized Signature

Date

RETURN THIS FORM WITH SOQ.

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