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AlexRenew
Procurement Manual

November 2024

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List of Attachments

- ATTACHMENT A. PROCEDURES FOR THE PROCUREMENT OF CONSTRUCTION MANAGEMENT AT-RISK AND DESIGN-BUILD, DATED JULY 1, 2024
- ATTACHMENT B. PROCEDURES FOR THE PROCUREMENT UNDER THE PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ACT OF 2002
- ATTACHMENT C. PREQUALIFICATION PROCESS FOR CONSTRUCTION PROJECTS, DATED FEBRUARY 21, 2023
- ATTACHMENT D. RESOLUTION CONCERNING AUTHORITY OF CHIEF EXECUTIVE OFFICER, DATED SEPTEMBER 17, 2024

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1 INTRODUCTION

AlexRenew is committed to purchasing policies and procedures that are aligned with all applicable laws and best procurement practices. As a public body in the Commonwealth of Virginia, AlexRenew must follow the Code of Virginia 2.2-4300, titled the Virginia Public Procurement Act (VPPA). VPPA sets forth the requirements for competitive principles to be used for the procurement of construction, goods, professional, and nonprofessional services, and materials by all public bodies within the Commonwealth of Virginia.

This purchasing manual establishes purchasing policies and procedures aligned with VPPA to assist all employees involved in requesting, ordering, receiving, paying for and/or disposing of construction, goods, professional, and nonprofessional services, and materials.

1.1 Virginia Public Procurement Act

VPPA is adopted by AlexRenew in its entirety. Any terms not defined in this Manual shall be as defined in the VPPA.

During any legislative session of the Commonwealth of Virginia General Assembly, VPPA is subject to amendment. AlexRenew will make updates to this Manual to reflect any changes made to VPPA. In the event of any direct conflict between the VPPA and this Manual concerning an issue covered by the VPPA, the terms of the VPPA shall prevail.

1.2 Definitions

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

- A. **Professional Services:** Work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering.
- B. **Nonprofessional Services:** Any services not specifically identified as professional services in the definition of professional services.

2 CODE OF ETHICS

The following section highlights the code of ethics for any AlexRenew employee, as established by VPPA.

2.1 Conflict of Interest (§2.2-4369)

No AlexRenew employee having official responsibility for a procurement transaction (except as may be specifically allowed by subdivisions of A2, A3 and A4 of §2.2-3112 of the Code of Virginia) shall participate in that transaction on behalf of AlexRenew when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement transaction.
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent in the company.
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction.
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror, or contractor.

2.2 Solicitation or Acceptance of Gifts (§2.2-4371)

No AlexRenew employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept gifts from a bidder, offeror, contractor, or subcontractor. All employees are to discourage the offer of, and decline, any gift regardless of value or purpose that in any way might influence the expenditure of funds.

2.3 Kickbacks

No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services, or anything present or promised, unless consideration of substantially equal or greater value is exchanged.

2.4 Preparation of Solicitations

No person who, for compensation, prepares an invitation to bid or request for proposal for or on behalf of AlexRenew shall submit a bid or proposal for that procurement or any portion thereof, or disclose to any bidder or offeror information concerning the procurement which is not available to the public. However, the AlexRenew CEO may permit such person to submit a bid or proposal for that procurement or any portion thereof if AlexRenew determines that the exclusion of such person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of AlexRenew.

2.5 Misrepresentations

No AlexRenew employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious, or fraudulent statements or representations; or make or use any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry.

2.6 Penalty for Violation

The penalty for violations of any of the provisions in this section is provided in the Code of Virginia, §2.2-4377.

3 PROCUREMENT PROCESS

3.1 Purchasing Transactions

All AlexRenew purchases must be completed by placement of a purchase requisition in AlexRenew's financial system or by using a procurement credit card within delegated authority and expenditure limits. Except in an emergency as defined in paragraph 6.G, staff is not authorized to use any other method (e.g., verbal phone orders) to procure construction, goods, and services, or to obligate funds.

3.2 Executing Contracts and Purchase Orders

Staff is not authorized to execute contracts, except when awarding solicitation is delegated by the Small Purchase Procedures. Contracts and contract modifications must be signed on behalf of AlexRenew only by the CEO or the CEO's designee to whom purchasing authority has been delegated in writing. All requests to establish or amend contracts must be submitted to the Procurement Department. The Procurement Department will ensure that the contract formation process is in compliance with the acceptable methods of procurement referenced in Section 6. The Procurement Department will request final contract approval and execution from the CEO. Signature authority for Purchase Orders varies based on the value of the Purchase Order. A Purchase Order is defined as a purchaser's written document to a supplier formalizing all terms and conditions of a proposed transaction, such as a description of the requested item, being purchased, delivery schedule, terms of payment, and transportation. For Purchase Orders up to \$5,000, the Buyer may sign. The Procurement Specialist and the Procurement Manager may sign Purchase Orders up to \$50,000 for vendors that do not have a term contract. The Procurement Manager or Chief Administrative Officer must sign Purchase Orders of \$50,000 or more. Purchase Orders shall not be split into multiple lower-value orders in order to circumvent signature requirements.

3.3 Board Approval of Contracts

Through the Board-adopted Resolution Concerning Authority of Chief Executive Officer, as revised on September 17, 2024 (Attachment D), the Board specifies the contracts and other instruments that the CEO is authorized to sign on behalf of AlexRenew. Any contract or instrument not specifically authorized must be approved by the Board.

3.4 Interaction with Vendors

Staff is authorized to contact vendors for the purpose of researching the market, gauging approximate costs, and soliciting price quotes. Staff may wish to direct vendors to the "How to Do Business with AlexRenew" section of this Manual. Only Procurement staff, or a designated Point of Contact in a solicitation may interact with respondents who are involved in an active formal solicitation regarding any matters relevant to the solicitation.

3.5 Technology Purchases

The Information Technology (IT) Department must approve all technology purchases such as computer software, hardware and peripheral devices, add maintenance, licenses, and consulting services. Should the Procurement Department receive a request for technology equipment or

services from other than the IT Department Office, the Procurement Department will consult with the IT Department prior to proceeding with the procurement.

4 SPECIFICATIONS

Specifications are that portion of a purchase or solicitation (i.e. ITB, RFP, RFQ, etc.) that describes the characteristics of a commodity or service required by a requestor.

Specifications can either enhance or inhibit competition. It is the goal of AlexRenew that competition is sought to the maximum feasible degree.

4.1 Preparation of Specifications

Advice or assistance may be received from vendors in identifying the features and characteristics of requirements; however, no person who, for compensation, prepares an Invitation to Bid or Request for Proposal for or on behalf of AlexRenew shall submit a bid or proposal for that procurement or any portion thereof, or disclose to any bidder or offeror information concerning the procurement which is not available to the public.

4.2 Design Specifications

Design specifications employ dimensional and other physical requirements and provide details as to how a product is to be fabricated. Design specifications are normally prepared by architects and engineers for construction or custom manufactured products.

4.3 Performance Specifications

Performance specifications communicate what a product must accomplish rather than how it is to be built.

4.4 Brand Name or Equal Specification

A brand name and model number may be used to convey the general style, type, character, and quality of the article desired. Unless otherwise provided in the ITB, the name of a certain brand, make, or manufacturer does not restrict bidders to the specific brand or manufacturer named. Any article that AlexRenew in its sole discretion, determines to be equal to that specified, considering quality, workmanship, the economy of operation, and suitability for the purpose intended, shall be accepted (Code of Virginia, § 2.2-4315).

4.5 Proprietary Specification

A proprietary specification restricts the acceptable products to those of one or more specified manufacturers. It is appropriate to use a proprietary specification when, among other circumstances, the desired product must be compatible with or is an integral component of existing equipment or products, or where prequalification of products is necessary to support specific needs of a program; is covered by a patent or copyright; must yield absolute continuity of results; or is one with which a user has had extensive training and experience, and the use of any other similar piece of equipment would require considerable reorientation and training. Upon solicitation, every effort must be made to obtain full competition among the distributors who carry the manufacturer's product.

5 REQUISITIONS AND PURCHASE ORDERS

5.1 Requisitions

Requisitions are created through the use of AlexRenew's financial system to initiate the purchasing process. A requisition is an authorizing document allowing a purchasing transaction using funding from the requestor's departmental budget. It is the requestor's obligation to complete the requisition, attach the proposed vendor to be utilized, provide an account code(s), budget limitations and to provide the required delivery and schedule needs. Except for purchases less than \$5,000.00, requestors ARE NOT authorized to obligate in any manner the financial resources of AlexRenew. Only the Chief Executive Officer or her/his designee(s) and the staff assigned to the Procurement Department as warranted, may obligate AlexRenew financial resources.

Additional information about AlexRenew's financial system requisitioning:

1. Requisitions generated in AlexRenew's financial system automatically number the requisitions in sequence regardless of the user.
2. Vendors and Manufacturers are not synonymous in AlexRenew's financial system. Manufacturers may have a designated vendor or may sell directly.
3. The Procurement Department welcomes the opportunity to add new information regarding any existing vendor in order to keep its records up-to-date, (e.g., changes to the vendor's name, address, representatives and other contact information).
4. When a customer requires the Procurement Department to add a new vendor, the following information is required:
 - Vendor's name;
 - Address, phone number, fax number;
 - Representative's name;
 - Vendor's W9 (Tax ID) Form
5. The Procurement Department receives approved requisitions from AlexRenew's financial system and assigns the next consecutive purchase order number to create a purchase order through AlexRenew's financial systems.
6. A daily recap of the purchase orders is generated by the Procurement Team.

5.2 Description of Items Being Purchased

Provide accurate and succinct description goods and services covered under requisition.

5.3 Pricing on Requisitions

Check the pricing to make sure it matches the current contract prices shown on the vendor's quote, making sure that AlexRenew is not charged sales tax. The Procurement Department is tasked with assuring regulatory compliance for every order.

5.4 Authorization to do Business in Virginia

Make sure the vendor is authorized to conduct business in the Commonwealth of Virginia.

5.5 Freight Terms on Requisitions:

Freight terms for the purchase of goods are generally expressed as “F.O.B. Destination” or “F.O.B. Origin.” F.O.B is referred to as “Free on Board.”

F.O.B. Destination is the preferred method of delivery of goods. F.O.B. Destination means that the seller or vendor owns and assumes all risk for the goods until they are accepted at the buyer’s designated delivery point. F.O.B. Origin is the alternative method for delivery of goods. F.O.B. Origin means the vendor transfers ownership to the buyer at the shipping point. The buyer owns the product at the shipping point and assumes all risks for the product from the point of shipping. Shipping costs may be included in the quoted price or added to the subsequent invoice.

5.6 Purchase Orders

Once a requisition has been created and approved by the appropriate personnel, Purchasing will review the requisition to ensure compliance with one of the accepted methods of procurement as referenced in Section 6. Once approved, the Procurement Department will generate a purchase order based on the information provided in the requisition. The purchase order will be issued to the vendor most often via e-mail along with AlexRenew’s most recent Purchasing Terms and Conditions and any other supporting documentation (if applicable). The Purchasing Terms and Conditions are also available on the AlexRenew website and is incorporated by reference in the purchase orders. The original Purchase Order will be kept by the Procurement Department. A copy of the issued purchase order will be provided to both the requestor and receiving department for reference and records purposes.

5.7 Virginia Sales Tax Exemption Certificates

AlexRenew is exempt from paying sales tax to any vendor with whom it purchases tangible personal property in the State of Virginia; or, any vendor, regardless of the state in which they are located, if delivery occurs to any AlexRenew location in Virginia.

1. AlexRenew does not use a Tax Exemption Number; rather, uses a tax exemption certificate from the Commonwealth of Virginia (ST-12 form). Vendors are required by law to keep this tax form on file for at least one year, though they may keep it indefinitely. They shall refer to this same form for any and all orders.
2. An ST-12 form shall be sent with the original copy of the Purchase Order to each new vendor from whom we order. Jurisdictions within the Commonwealth are broadly applying this statement to include purchases made on governmental credit cards.
3. As directed by the Department of Taxation of the Commonwealth of Virginia, ST-12’s shall be used by governmental entities and accepted by any vendor wishing to do business.
4. AlexRenew is not exempt from sales taxes of other states if what is ordered is picked up in another state. States have reciprocal agreements on sales taxes, and vendors honor that as a normal business practice. It is beneficial to have supplies delivered to a Virginia facility rather than a pick up in neighboring jurisdictions (e.g., Washington, D.C. or Maryland).

6 METHODS OF PROCUREMENT

All AlexRenew contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, or construction, shall be awarded after competitive sealed bidding or competitive negotiation, to include procurement that may or may not result in monetary consideration for either party, except as otherwise provided for in this manual or by law.

Among the other procedures that may be used are Construction Management At-Risk and Design-Build, procurement under the Public-Private Education Facilities and Infrastructure Act of 2002 (the "PPEA"), and prequalification for construction project. AlexRenew has adopted procedures for procurement using the Construction Management At-Risk and Design-Build, PPEA, and prequalification for construction projects. These special procedures are set forth in Attachments A, B, and C of this Manual.

6.1 Types of Procurement Methods:

There are several methods of procurement that may be used for obtaining construction, goods and/or services. They are:

1. Small Purchase Procedures (Less than \$200,000)
2. Competitive Sealed Bidding (\$200,000 +)
3. Competitive Negotiations (\$80,000+ for Professional Services, \$200,000 for Non-Professional Services)
4. Sole Source
5. Emergency Procurement
6. Joint and Cooperative Purchases
7. Purchases exempt from competition

6.2 Small Purchase Procedures:

Small Purchase Procedures may only be used for single or term contracts for (1) goods and services other than professional services and (2) non-transportation related construction, if the aggregate or the sum of all phases is not expected to exceed \$200,000. They may also be used for single or term contracts for professional services without competitive negotiation, where the aggregate or sum of all phases is not expected to exceed \$80,000. As described below, these Small Purchase Procedures provide for competition wherever practicable.

1. Direct Purchase (less than \$50,000): When AlexRenew requestors estimate that cost of goods or nonprofessional services is less than \$50,000, purchases can be made upon receipt of a minimum of one (1) written quotation. For goods or services that require continuous supply, this limit shall apply to annual spend per vendor. Competition is encouraged but not required. Every effort should be made to ensure that pricing is fair and reasonable.
2. Unsealed Written Bidding (\$50,000 to less than \$200,000): AlexRenew staff is authorized to solicit written bids and award contracts for goods and non-professional services estimated to be \$50,000 per year or more, but less than \$200,000. For goods or services that require continuous supply, this limit shall apply to annual spend per vendor. It is vitally important that all

potential bidders receive uniform information to avoid an unfair advantage or disadvantage to particular bidders. Bids must be solicited from a minimum of three (3) legitimate sources and documented using a Bid Tabulation. The completed Bid Tabulation form should accompany any resulting Purchase Requisition.

3. Unsealed Proposals for Non-Professional Services (\$50,000 to less than \$200,000):

AlexRenew may obtain required goods or nonprofessional services using a solicitation for unsealed proposals up to \$200,000. A written determination for the use of competitive negotiation is not required for unsealed proposals. An Evaluation Committee shall be established to evaluate and rank offers based upon evaluation criteria established in the solicitation. Upon completion of the evaluation, negotiations shall be conducted with the offeror's selected, and the committee will recommend award of a contract.

4. Unsealed Proposals for Professional Services (\$50,000 to less than \$80,000.):

AlexRenew may obtain required professional services using a solicitation for unsealed proposals up to \$80,000. A written determination for the use of competitive negotiation is not required for unsealed proposals. An Evaluation Committee shall be established to evaluate and rank offers based upon evaluation criteria established in the solicitation. Upon completion of the evaluation, negotiations shall be conducted with the offeror's selected, and the committee will recommend award of a contract.

6.3 Exceptions to Competitive Procurement Requirements

AlexRenew has determined that competition normally is either not practicable or available for purchases of goods and services listed below. Therefore, when the estimated cost of goods and services is estimated to be less than \$200,000 for the entire duration of the requirement, purchases may be made upon receipt of a minimum of one written quotation for the following categories:

1. Art and Antiques: Original works of art; and original, or authentic antique period art frames. Period antiques used to furnish historic facilities.
2. Books: Printed Materials, Reprints and Subscriptions: When only available from the publisher.
3. Copyright and Royalty Fees: Purchase of exclusive legal rights to reproduce, publish, sell, or distribute the matter and form of something, such as, a literary, artistic, or musical work.
4. Dues and Professional Licenses: Professional organization membership and professional license dues, and fees.
5. Equipment, Used or Surplus: Purchase of used or surplus equipment.
6. Honoraria, Entertainment and Speakers and Artists: Services of speakers, lecturers, musicians, performing artists, and writers.
7. Photographers: For official photographs and portraits
8. License and Maintenance Agreements: License and Maintenance Agreements with the owner of source code for existing software and/or manufacturer of sophisticated scientific equipment.
9. Media Purchases: Newspaper Advertisements, Legal Postings, or Public Announcements.
10. Pilot Programs: Purchases for testing and evaluation. Purchases should be limited to the amount needed for complete and adequate documented testing.

11. Rare or Historic Materials: Historical manuscripts, photographs and prints. Includes rental of materials for exhibition purposes.
12. Sponsorship of events directly related to the mission of AlexRenew: Sponsorships are limited to charitable, volunteer and non-profit organizations, chamber of commerce, or other governmental entities.
13. Training: Training provided by professional organizations such as workshops and conferences. Specialized training, proprietary, not typically available to the general public.
14. Intergovernmental Agreements: Purchases from the federal government and other public bodies throughout the United States. Intergovernmental agreements are exempt from competition at any dollar range.
15. Purchases of health insurance and employee benefits competed by a broker.

6.4 Competitive Sealed Bidding

Competitive sealed bidding uses an Invitation to Bid (ITB). Competitive sealed bidding is used for procuring construction, goods and non-professional services with an estimated value of \$200,000 or greater. The Procurement Department will initiate and manage the solicitation process upon authorization of a purchase request. The competitive sealed bidding process includes the following elements:

1. Issuance of a written ITB containing or incorporating by reference the specifications and contractual terms and conditions applicable to the purchase. Public notice of the ITB will be posted on Virginia's electronic purchasing portal, eVA, and the AlexRenew website at least ten (10) days prior to the date set for receipt of bids.
2. All potential bidders must be notified in writing of any changes or interpretations in the bid materials, and all bidders must receive the same information. All questions from potential bidders should be directed to the Point of Contact for the ITB.
3. Bid shall be publicly opened either in person, or using electronic bid unsealing in eVA. A tabulation of received bids shall be posted on AlexRenew's website.
4. Evaluation of bids based upon the requirements set forth in the ITB, which may include special qualifications of potential vendors, life cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability.
5. Award will be made to the lowest responsive and responsible bidder. Multiple awards may be made when so specified in the ITB.
6. In the case of a tie bid, preference shall first be given to goods produced in Virginia; and preference shall then be given to goods produced in the United States; otherwise the tie shall be decided by lot, in accordance with VPPA § 2.2-4324.
7. In the case of procurement of goods by manufacturers, preference for Virginia residents shall be in accordance with VPPA § 2.2-4324.

6.5 Competitive Negotiation

Competitive negotiation uses a Request for Proposals (RFP). Competitive negotiation is for services other than professional services with an estimated value of \$200,000 or greater and professional services with an estimated value of \$80,000 or greater. The Procurement Department will initiate and manage the solicitation and award process. The competitive negotiation process includes the following elements:

1. Issuance of a written RFP indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal, indicating whether a numerical scoring system will be used in evaluation of the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor. In the event that a numerical scoring system will be used in the evaluation of proposals, the point values assigned to each of the evaluation criteria shall be included in the RFP or posted at the location designated for public posting of procurement notices prior to the due date and time for receiving proposals.
2. Public notice of the RFP will be posted on Virginia's electronic purchasing portal, eVA, and the AlexRenew website at least ten (10) days prior to the date set for receipt of proposals. Public notice of the RFP may also be posted at on AlexRenew website and Virginia's electronic purchasing portal, eVA, .
3. All potential respondents must be notified in writing of any changes or interpretations, and all respondents must receive the same information. All questions from potential respondents should be directed to the Point of Contact established in the RFP.
4. Appointment of an Evaluation Committee to evaluate proposals, negotiate and recommend an award. The Evaluation Committee will be composed of three or more key staff personnel and other subject matter experts required. The Evaluation Committee is appointed by the CEO and outside consultants may or may not be included.
5. Notes of Evaluation Committee deliberations and records or votes taken shall be recorded and maintained for the duration of the contract and then archived for three years. Notes shall detail pertinent reasons for Evaluation Committee recommendations and be available for review by the general public upon request.
6. For goods, nonprofessional services, and insurance with an estimated value of \$200,000 or more, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the RFP, including price if so stated in the RFP. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, AlexRenew shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror. Should AlexRenew determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

7. All proposed contracts for professional services where compensation exceeds \$80,000 shall be procured via competitive negotiation. AlexRenew shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the public body in addition to the review of the professional competence of the offeror. The RFP shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors, in accordance with Virginia Code § 2.2-4342.

Offerors must disclose any exceptions to contractual terms or conditions, including liability provisions, in writing when responding to the RFP if requested by AlexRenew. These exceptions will be considered during negotiations but will not influence the scoring or evaluation of offerors selected for negotiation. At the conclusion of the discussion, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, AlexRenew shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to AlexRenew can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, AlexRenew may award contracts to more than one offeror.

Should AlexRenew determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

8. Professional services shall mean any type of service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering.
9. Architectural and Professional Engineering Term contracting; Limitation
10. A contract for architectural or professional engineering services relating to multiple construction projects may be awarded, provided (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the Request for Proposal, and (iii) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized in this section, whichever occurs first.

11. Such contracts may be renewable for three (3) additional one-year terms at the option of the public body. The fair and reasonable prices as negotiated shall be used in determining the cost of each project performed. The sum of all projects performed in a one-year contract term shall not exceed \$10,000,000, and for any single project to no more than \$2.5 million.
12. Job Order Contracting; Limitation

Job order contract may be awarded for multiple jobs, provided (i) the jobs require similar experience and expertise, (ii) the nature of the jobs is clearly identified in the solicitation, and (iii) the contract is limited to a term of one (1) year or when the cumulative total project fees reach the maximum authorized in this section, whichever occurs first. Contractors may be selected through either competitive sealed bidding or competitive negotiation. Such contracts may be renewable for three (3) additional one-year terms at the option of AlexRenew. The fair and reasonable prices as negotiated shall be used in determining the cost of each job performed, no individual job order shall exceed \$1,000,000 and the sum of all jobs performed in a one-year contract term shall not exceed \$10,000,000. For the purposes of this section, any unused amounts from one contract term shall not be carried forward to any additional term. Order splitting with the intent of keeping a job order under the maximum dollar amounts is prohibited. No public body shall issue or use a job order, under a job order contract, solely for the purpose of receiving professional architectural or engineering services that constitute the practice of architecture or the practice of engineering as those terms are defined in § 54.1-400. However, professional architectural or engineering services may be included on a job order where such professional services (i) are incidental and directly related to the job, (ii) do not exceed \$25,000 per job order, and (iii) do not exceed \$75,000 per contract term.

6.6 Sole Source Procurement

Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination and must clearly demonstrate that there is only one source or only one supplier that can provide construction, goods or services. AlexRenew will issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awards. The notice shall be posted on Virginia's electronic purchasing portal, eVA, and the AlexRenew website.

6.7 Emergency Procurement

An emergency is defined as a situation which has an immediate impact to the safety of staff and the general public, the protection of AlexRenew property, and the ability of AlexRenew to carry out its daily mission. If an emergency situation arises at AlexRenew, a purchase or contract may be executed without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. AlexRenew shall issue a written notice stating that the contract is being awarded on an emergency basis and identifying what is being procured, the contractor selected, and the date on which the contract was or will be awarded. The notice shall be posted on Virginia's electronic purchasing portal, eVA, and the AlexRenew website. The notice must be posted

when the contract is awarded of the decision to award the contract is made, whichever occurs first, or as soon thereafter as is practicable.

6.8 Joint and Cooperative Procurement

Purchases may be made jointly or cooperatively with other public bodies as more particularly described in Virginia Code § 2.2-4304. except for:

1. Contracts for architectural or engineering services; or
2. Construction. This subdivision shall not be construed to prohibit sole source or emergency procurements awarded pursuant to subsections E and F of § 2.2-4303.

A purchase request should be submitted describing the process to be used and the purchase to be made.

7 PAYMENT AND INVOICE PROCESSING

7.1 Invoice Submittals

A vendor shall prepare an invoice according to the contract terms and submit the invoice via e-mail to Invoicing@AlexRenew.com. Invoices are due by the 15th of the month unless otherwise specified in the contract.

7.2 Invoice Processing

Invoices are due and payable within 30 days of receipt of a correct and complete invoice, unless otherwise specified in the contract. When a large purchase requires performance over an extended period of time, arrangements should be made to process partial payments upon receipt of evidence indicating that the goods or services have been received, or in otherwise in accordance with the terms of the contract.

7.3 Payment Options

AlexRenew offers payment via check and automated clearing house (ACH). In some instances, AlexRenew may make payment via a credit card.

8 HOW TO DO BUSINESS WITH ALEXRENEW

All Public Notices regarding requests for proposal (RFP), qualifications (RFQ), information (RFI), expressions of interest (RFEI), invitations to apply for prequalification (IPQ), and invitations to bid (ITB) are advertised in one or more of the following ways:

- AlexRenew website (<https://alexrenew.com/procurement>)
- The Virginia's eProcurement (eVA) Portal (<https://mvendor.cgieva.com/Vendor/public/AllOpportunities.jsp>)

Suppliers are encouraged to attend bid openings. Unless otherwise specified, awards will be made within 60 days of the opening. Please review our purchasing terms and conditions before submitting your bid.

Also, make sure you've completed your eVA registration (<https://eva.virginia.gov/register-now.html>). Prospective bidders are encouraged to review our current bid and proposal opportunities. Suppliers interested in providing a non-binding product demonstration or services overview for our staff may contact the Purchasing Department by emailing Purchasing@alexrenew.com (link sends e-mail).

Attachment A
Procedures for the Procurement of
Construction Management and Design-Build

City of Alexandria, Virginia Sanitation Authority Board Adopted Policy



Title: Procedures for the Procurement of Construction Management and Design-Build

Date of Adoption: June 19, 2012

Date(s) of Revision: February 19, 2013;
December 19, 2017; June 20, 2023

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Construction Management

In accordance with the provisions of § 2.2-4378 et seq. of the Code of Virginia, the City of Alexandria, Virginia Sanitation Authority d/b/a Alexandria Renew Enterprises (the "Authority") hereby adopts the following procedures for the procurement of Construction Management ("CM") contracts, as defined in Virginia Code § 2.2-4379. These procedures shall be effective June 20, 2012. All revisions shall be effective upon adoption; provided, however, that revisions shall not apply to any CM procurement which is in progress as of the revision date, in which case the procedures as in effect at the start of such procurement shall remain in effect throughout the duration of such procurement.

1. **LEGISLATIVE AUTHORITY:** Under authority of § 2.2-4382 of the Code of Virginia, the Authority may enter into a contract with a Construction Manager on a fixed price or not to exceed basis in accordance with these procedures. Under authority of § 2.2-4382 of the Code of Virginia, the Authority is authorized to use competitive negotiations to procure CM contracts when it has in its employ or under contract a licensed architect or engineer with professional competence appropriate to the project who shall advise the Authority regarding the use of construction management for the project and who shall assist the Authority with the preparation of the Request for Proposal and the evaluation of such proposals; and when it determines in advance, and sets forth in writing, (i) that a construction management contract is more advantageous than a competitive sealed bid construction contract; (ii) that there is a benefit to the Authority by using a construction management contract; and (iii) that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination.
2. **CRITERIA FOR USE OF CM:** CM contracts may be approved for use on projects where 1) fast tracking of construction is needed to meet Authority program requirements, or 2) value engineering and/or constructability analyses concurrent with design are required.
3. The use of CM shall be limited to projects with a construction value that is in excess of the amount specified by the Virginia Secretary of Administration's currently effective construction management procedures for state agencies, except that for Complex Projects, as defined in Virginia Code § 2.2-4379, with a lower estimated construction value, the Chief Executive Officer of the Authority ("CEO") may grant a waiver of this requirement.
4. **PROCEDURE FOR APPROVAL TO USE CM:** Prior to taking any further action, the Authority shall request authority, in writing, and receive approval from the CEO, to use a CM contract.
5. The request shall justify and substantiate that a CM contract meets the criteria found in paragraph B. The request must also include the stipulation that the CM contract will be entered into no later than the completion of the Schematic Phase of design unless prohibited by authorization of funding restrictions. The request shall also include a written justification (i) that a construction management contract is more advantageous than a competitive sealed bid construction contract; (ii) that there is a benefit to the Authority by using a construction management contract; and (iii) that competitive sealed bidding is either not practicable or not fiscally advantageous to the public. These justifications for the use of a CM contract shall also be stated in the Request for Qualifications.

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6. Approval of exceptions to this policy may be granted by the CEO, who is the approving authority for requests to use CM procedures.
7. **CM SELECTION PROCEDURES:** On projects approved for CM, procurement of the contract shall be a two-step process. The following procedures shall be used in selecting a CM and awarding a contract:
 - a. The Authority shall appoint an Evaluation Committee ("Committee") which shall consist of at least three members from the Authority. The Committee shall include a licensed professional engineer or architect employed by or under contract with the Authority.
 - b. The basis of the award of the contract shall be in accordance with § 2.2-4378 et seq. and the criteria for the award shall be submitted to the CEO, in advance, for approval. It is noted that cost is a critical component of the selection process.
 - c. **Selection of Qualified Offerors (STEP I):** On projects approved for CM, the Authority shall conduct a prequalification process as follows to determine which offerors are qualified to receive Requests for Proposals.
 - i. The Authority shall prepare a Request for Qualifications ("RFQ") containing the Authority's facility requirements, building and site criteria, site and survey data (if available), the criteria to be used to evaluate the RFQ Responses and other relevant information, including any unique capabilities or qualifications that will be required of the contractor. All offerors shall have a licensed Class "A" contractor registered in the Commonwealth of Virginia as part of the Project team.
 - ii. The RFQ shall be posted in accordance with § 2.2-4378 et seq. and shall include in the RFQ if responses may be submitted electronically and/or via paper response.
 - iii. The Committee shall evaluate each responding firm's RFQ responses and any other relevant information and shall determine those deemed qualified with respect to the criteria established for the project.
 - iv. The RFQ evaluation process shall result in a short list of three to five offerors to receive the Request for Proposal ("RFP"). If available, the short list shall include a minimum of one DSBSD-Certified Small Business that meets the minimum requirements for prequalification. An offeror may be denied prequalification only as specified under § 2.2-4317 of the Code of Virginia, but the short list shall also be based on the RFQ criteria.
 - v. The RFQ evaluation process shall evaluate an offeror's experience for a period of ten prior years to determine whether the offeror has constructed, by any method of project delivery, at least three projects similar in program and size.
 - vi. At least 30 days prior to the date established for the submission of proposals, the Authority shall advise in writing each offeror which sought prequalification whether that offeror has been prequalified. Prequalified offerors that are not selected for the short list shall likewise be provided the reasons for such decision. In the event that an offeror is denied prequalification, the written notification to such offeror shall state the reasons for such denial of prequalification and the factual basis of such reasons.

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- d. Selection of a Construction Manager (STEP II):
 - i. The Authority shall send an RFP to the offerors on the short list and request submission of formal proposals from them. The criteria for award shall be included in the RFP.
 - ii. Proposals as described in the RFP shall be submitted to the Committee. The Authority shall include in the RFP if responses may be submitted electronically and/or via paper response.
 - iii. The Committee will evaluate and rank the proposals. After evaluation and ranking of the proposals, the Committed shall:
- e. Conduct negotiations with two or more offerors submitting the highest ranked proposals, OR
- f. Should the Authority determine, in writing and at its sole discretion, that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated with that offeror after approval of the CEO.
 - i. The Committee shall make its recommendation on the selection of a Construction Manager to the CEO based on its evaluations and negotiations. The contract shall be awarded to the offeror who is fully qualified and has been determined to have provided the best value in response to the RFP.
 - ii. The Authority will notify all offerors who submitted proposals which offeror was selected for the project. In the alternative, the Authority may notify all offerors who submitted proposals of the Authority's intent to award the contract to a particular offeror at any time after the CEO has selected the Construction Manager. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror.
 - iii. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful proposers.
8. **REQUIRED CONSTRUCTION MANAGEMENT CONTRACT TERMS:** Any construction management contract entered into by the Authority will contain provisions requiring that (1) not more than 10% of the construction work (measured by cost of the work) will be performed by the CM with its own forces and (2) that the remaining 90% of the construction work will be performed by subcontractors of the CM which the CM must procure by publicly advertised, competitive sealed bidding to the maximum extent practicable. This limitation on self-performance shall not apply to construction management contracts involving infrastructure projects.
9. Documentation shall be placed in the file detailing the reasons any work is not procured by publicly advertised competitive sealed bidding. The CEO may modify these contractual requirements in whole or in part for projects where it would be fiscally advantageous to the public to increase the amount of construction work performed by the Construction Manager.
10. The Guaranteed Maximum Price shall be established at the completion of working drawings unless a waiver has been granted to this requirement by the CEO.

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Design/Build

In accordance with the provisions of § 2.2-4378 et seq. of the Code of Virginia, the Alexandria Sanitation Authority (the "Authority") hereby adopts the following procedures for the procurement of Design-Build ("D/B") contracts, as defined in Virginia Code § 2.2-4379. These procedures shall be effective June 20, 2012. All revisions shall be effective upon adoption provided, however, that revisions shall not apply to any D/B procurement which is in progress as of the revision date, in which case the procedures as in effect at the start of such procurement shall remain in effect throughout the duration of such procurement.

1. **LEGISLATIVE AUTHORITY:** Under authority of § 2.2-4382 of the Code of Virginia, the Authority may enter into a contract with a Design-Builder on a fixed price or not to exceed basis in accordance with these procedures. Under authority of § 2.2-4382 of the Code of Virginia, the Authority is authorized to use competitive negotiations to procure D/B contracts when it has in its employ or under contract a licensed architect or engineer with professional competence appropriate to the project who shall advise the Authority regarding the use of design/build for the project and who shall assist the Authority with the preparation of the Request for Proposal and the evaluation of such proposals; and when it determines in advance, and sets forth in writing, (i) that a design/build contract is more advantageous than a competitive sealed bid construction contract; (ii) that there is a benefit to the Authority by using a design/build contract; and (iii) that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination.
2. **INTENT OF D/B CONTRACTS:** D/B contracts are intended to minimize the project risk for an owner and to reduce the delivery schedule by overlapping the design phase and construction phase of a project.
3. **PROCEDURE FOR APPROVAL TO USE D/B:** Prior to taking any action, the Authority shall request authority, in writing, and receive approval from the CEO, to use a D/B contract.
4. The request shall justify and substantiate that D/B is more advantageous than a competitive sealed bid construction contract with a general contractor and shall indicate how the Authority will benefit from using D/B. The request shall also include a written justification (i) that a design/build contract is more advantageous than a competitive sealed bid construction contract; (ii) that there is a benefit to the Authority by using a design/build contract; and (iii) that competitive sealed bidding is either not practicable or not fiscally advantageous to the public.
5. Approval of exceptions to this policy may be granted by the CEO, who is the approving authority for requests to use D/B procedures.
6. **D/B SELECTION PROCEDURES:** On projects approved for D/B, procurement of the contract shall be a two-step competitive negotiation process. The following procedures shall be used in selecting a Design-Builder and awarding a contract:
 - a. The Authority shall appoint an Evaluation Committee ("Committee") which shall consist of at least three members from the Authority. The Committee shall include a licensed professional engineer or architect employed by or under contract with the Authority.

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- b. The basis of the award of the contract shall be in accordance with § 2.2-4378 et seq. and the criteria for the award shall be submitted to the CEO, in advance, for approval. It is noted that cost is a critical component of the selection process.
- c. Selection of Qualified Offerors (STEP I): On projects approved for D/B, the Authority shall conduct a prequalification process as follows to determine which offerors are qualified to receive Requests for Proposals.
 - i. The Authority shall prepare a Request for Qualifications (“RFQ”) containing the Authority's Facility Requirements, building and site criteria, site and survey data (if available), the criteria to be used to evaluate RFQ Responses and other relevant information, including any unique capabilities or qualifications that will be required of the contractor. All offerors shall have a licensed Class “A” contractor and an Architect or Engineer registered in the Commonwealth of Virginia as part of the Project Team.
 - ii. The RFQ shall be posted in accordance with § 2.2-4378 et seq. and shall include in the RFQ if responses may be submitted electronically and/or via paper response..
 - iii. The Committee shall evaluate each offeror’s RFQ responses and any other relevant information and shall determine which offerors are fully qualified and suitable for the project.
 - iv. The RFQ evaluation shall result in a short list of three to five offerors to receive the Request for Proposal (“RFP”). If available, the short list shall include a minimum of one DSBSD-Certified Small Business that meets the minimum requirements for prequalification. An offeror may be denied prequalification only as specified under § 2.2-4317 of the Code of Virginia, but the short list shall also be based on the RFQ criteria.
 - v. The RFQ evaluation process shall evaluate an offeror’s experience for a period of ten prior years to determine whether the offeror has constructed, by any method of project delivery, at least three projects similar in program and size.
 - vi. At least 30 days prior to the date established for the submission of proposals, the Authority shall advise in writing each offeror which sought prequalification whether that offeror has been prequalified. Prequalified offerors that are not selected for the short list shall likewise be provided the reasons for such decision. In the event that an offeror is denied prequalification, the written notification to such offeror shall state the reasons for such denial of prequalification and the factual basis of such reasons.
- d. Selection of Design-Build Contractor (STEP II):
 - i. The Authority will send an RFP to the D/B offerors on the short list for the project and request formal proposals from them. The criteria for award shall be included in the RFP. The Authority shall include in the RFP if responses may be submitted electronically and/or via paper response.
 - ii. Sealed Technical Proposals as described in the RFP shall be submitted to the Committee. Separately-sealed Cost Proposals shall be submitted to the Authority’s contracting officer

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for the project and shall be secured by and kept sealed until evaluation of the Technical Proposals and the design adjustments are completed.

- iii. The Committee will evaluate the Technical Proposals based on the criteria contained in the RFP. It will inform each D/B offeror of any adjustments necessary to make its Technical Proposal fully comply with the requirements of the RFP. In addition, the Authority may require that offerors make design adjustments necessary to incorporate project improvements and/or additional detailed information identified by the Committee during design development.
- iv. Based on the revisions made to the Technical Proposals, the offeror may amend its Cost Proposal. In addition, an offeror may submit cost modifications to its original sealed Cost Proposal which are not based upon revisions to the Technical Proposals.
- v. The Committee shall evaluate (and rank if technical rankings are to be considered as a criteria for award) the Technical Proposals. Should the Authority determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror after approval of the CEO. Otherwise, the Authority shall open the Cost Proposals and apply the criteria for award as specified in the RFP and approved by the CEO.
- vi. The Committee shall make its recommendation on the selection of a Design-Builder to the CEO based on its evaluations of the Technical and Cost Proposals and all amendments thereto. The contract shall be awarded to the offeror who is fully qualified and has been determined to have provided the best value in response to the Request for Proposal.
- vii. The Authority will notify all offerors who submitted proposals which offeror was selected for the project. In the alternative, the Authority may notify all offerors who submitted proposals of the Authority's intent to award the contract to a particular offeror at any time after the CEO has selected the Design-Builder. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror.
- viii. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful proposers.

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Attachment B
**Procedures for the Procurement under the
Public-Private Education Facilities and Infrastructure Act of 2002**

**ALEXANDRIA RENEW ENTERPRISES
Public-Private Education Facilities and Infrastructure
Guidelines**

Revised April 2016

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I. INTRODUCTION

The Alexandria Renew Enterprises (“AlexRenew”) has determined to adopt these guidelines (these “Guidelines”) under the authority of the Public-Private Education Facilities and Infrastructure Act of 2002 (the “PPEA”) Va. Code § 56-575.1 et. seq., as amended. PPEA grants responsible public entities the authority to create public-private partnerships for the development of a wide range of projects for public use, if the public entities determine there is a need for the project and that private involvement may provide the project to the public in a timely or cost-effective fashion. The PPEA defines “responsible public entity” to include any public entity that “has the power to develop or operate the applicable qualifying project.” AlexRenew is a responsible public entity under the PPEA. Individually negotiated interim or comprehensive agreements will define the respective rights and obligations of AlexRenew and the private entity.

In order for a project to come under the PPEA, it must meet the definition of a “qualifying project.” The PPEA contains a broad definition of qualifying projects that includes utility infrastructure and any building or facility that meets a public purpose and is developed or operated by or for a public entity. PPEA establishes requirements that AlexRenew must adhere to when reviewing and approving proposals received pursuant to the PPEA. In addition, the PPEA specifies the criteria that must be used to select a proposal and the contents of the interim or comprehensive agreement detailing the relationship between AlexRenew and the private entity.

For any project for which AlexRenew considers for development under the PPEA, it shall engage the services of qualified professionals, which may include, as applicable to the project, an architect, professional engineer, or certified public accountant, not otherwise employed by AlexRenew, to provide independent analysis regarding the specifics, advantages, disadvantages, and the long- and short-term costs of any proposal by a private entity for approval of a qualifying project, unless AlexRenew’s Board of Directors determines that such analysis of the proposal shall be performed by employees of AlexRenew.

AlexRenew retains all rights granted to it under PPEA, as amended from time to time. If these Guidelines are not amended prior to the effective date of the new law, these Guidelines shall be interpreted in a manner to conform to the new law.

Capitalized terms used in these Guidelines shall have the meanings given in § 56-575.1 of the PPEA.

II. GENERAL PROVISIONS

A. Proposal Submission

A proposal may be either solicited by AlexRenew or delivered by a private entity on an unsolicited basis. Proposers may be required to follow a two-part proposal submission process, consisting of an initial conceptual phase and a detailed phase.

The initial phase of the proposal should contain the information specified in Section IV.A; however, the completeness of any initial proposal will be determined by AlexRenew in its sole discretion.

The detailed proposal should contain the specified deliverables set out in Section IV.B.

The PPEA allows private entities to include innovative financing methods in their proposal; this can include the imposition of user fees or service payments, or connection fee credits. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations.

Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by AlexRenew. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project. Proposals also should include a scope of work and a financial plan for the project, containing enough detail to allow an analysis by AlexRenew of the financial feasibility of the proposed project. AlexRenew may require additional information from the proposer in order to provide clarification to the submission, so long as the same information is required from all proposers.

B. Affected Local Jurisdictions

Any private entity requesting approval from or submitting a conceptual or detailed proposal to AlexRenew must provide Alexandria, Virginia and any other affected jurisdiction (as defined by the PPEA) with a copy of the private entity's request or proposal. Affected jurisdictions shall have 60 days from the receipt of the request or proposal to submit written comments to AlexRenew and to indicate whether the proposed qualifying project is compatible with the (i) local comprehensive plan, (ii) local infrastructure development plans, or (iii) capital improvements budget or other government spending plan. Comments received within the 60-day period shall be given consideration by AlexRenew, and no negative inference shall be drawn from the absence of comment by an affected jurisdiction.

C. Proposal Review Fee

AlexRenew shall seek the advice of appropriate internal staff or outside advisors or consultants with relevant experience in determining whether to enter into an agreement with the private entity. No fee may be charged by AlexRenew to process, review or evaluate any solicited proposal submitted under the PPEA. AlexRenew may charge a \$2,500 fee to the private entity to cover the costs of processing, reviewing, and evaluating any unsolicited proposal or competing unsolicited proposal submitted under the PPEA, including a fee to cover the costs of outside attorneys, consultants, and financial advisors. If the direct costs of review are less than the review fee charged, AlexRenew shall refund the excess fee to the proposer. "Direct costs" may include (i) the cost of staff time required to process, evaluate, review and respond to the proposal and (ii) the out-of-

pocket costs of attorneys, consultants and financial advisors. AlexRenew may, at its discretion, waive its review fees.

D. Freedom of Information Act

1. General applicability of disclosure provisions.

Generally, proposal documents submitted by private entities are subject to the Virginia Freedom of Information Act (“FOIA”) Va. Code §2.2-3700 et. seq., except that subdivision 11 of § 2.2-3705.6 exempts certain documents from disclosure. FOIA exemption, however, are discretionary, and AlexRenew may elect to release some or all of the documents, except to the extent the documents are:

- a. Trade secrets of the private entity as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.);
- b. Financial records of the private entity, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise; or
- c. Other information submitted by the private entity, where, if the records were made public prior to the execution of an interim agreement or a comprehensive agreement, the financial interest or bargaining position of the public or private entity would be adversely affected.

Additionally, to the extent access to proposal documents submitted by private entities are compelled or protected from disclosure by a court order, AlexRenew must comply with the provisions of such order.

2. Protection from mandatory disclosure for certain documents submitted by a private entity.

Before a document of a private entity may be withheld from disclosure, the private entity must make a written request to AlexRenew at the time the documents are submitted, designating with specificity the documents for which the protection is being sought and a clear statement of the reasons for invoking the protection with reference to one or more of three classes of records listed in Section II.D.1.

Upon receipt of the written request for protection of documents, AlexRenew shall determine whether the documents contain (i) trade secrets, (ii) financial records, or (iii) other information that would adversely affect the financial interest or bargaining position of AlexRenew or the private entity in accordance with Section II.D.1. AlexRenew shall make a written determination of the nature and scope of the protection to be afforded by AlexRenew under this subdivision. If the written determination provides less protection than requested

by the private entity, the private entity shall be given an opportunity to withdraw its proposal. Nothing shall prohibit further negotiations of documents to be accorded protection from release although what may be protected must be limited to the categories of records identified in Section II.D.1.

Once a written determination has been made by AlexRenew, the documents afforded protection under this subdivision shall continue to be protected from disclosure when in the possession of AlexRenew or any affected jurisdiction to which such documents are provided.

If a private entity fails to designate trade secrets, financial records, or other confidential and proprietary information from disclosure, such information, records or documents shall be subject to disclosure under FOIA.

3. Protection from mandatory disclosure for certain documents produce by AlexRenew.

AlexRenew may withhold from disclosure memoranda, staff evaluations, or other records prepared by AlexRenew, its staff, outside advisors or consultants exclusively for the evaluation and negotiation of proposals where (i) if such records were made public prior to or after the execution of an interim or comprehensive agreement, the financial interest or bargaining position of AlexRenew would be adversely affected, and (ii) the basis for the determination required in clause (i) is documented in writing by AlexRenew.

Cost estimates relating to a proposed procurement transaction prepared by or for AlexRenew shall not be open to public inspection.

4. AlexRenew may not withhold from public access:

- a. Procurement records other than those subject to the written determination of AlexRenew;
- b. Information concerning the terms and conditions of any interim or comprehensive agreement, service contract, lease, partnership, or any agreement of any kind entered into the AlexRenew and the private entity;
- c. Information concerning the terms and conditions of any financing arrangement that involves the use of any public funds; or
- d. Information concerning the performance of any private entity developing or operating a qualifying project.

However, to the extent that access to any procurement record or other document or information is compelled or protected by a court order, then AlexRenew must comply with such order.

E. Use of Public Funds

Virginia constitutional and statutory requirements, as they apply to appropriation and expenditure of public funds, apply to any interim or comprehensive agreement entered into under the PPEA. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA project or projects.

F. Applicability of Other Laws

Nothing in the PPEA shall affect the duty of AlexRenew to comply with all other applicable law not in conflict with the PPEA. The applicability of the Virginia Public Procurement Act, Va. Code §2.2-4300 through §2.2-4377, as amended, (the “VPPA”) is only as set forth in the PPEA.

III. PROPOSALS

A. Solicited Proposals

AlexRenew may issue Requests for Proposals (RFPs), inviting proposals from private entities to develop or operate qualifying projects. AlexRenew may use a two-part proposal process consisting of an initial conceptual phase and a detailed phase. An RFP may invite proposers to submit proposals on individual projects identified by AlexRenew. In such a case AlexRenew should set forth in the RFP the format and supporting information that is required to be submitted, consistent with the provisions of the PPEA.

The RFP should specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluating the submitted proposals. The RFP should be posted in such public areas as are normally used for posting of AlexRenew’s notices, including AlexRenew’s website, <https://alexrenew.com>. Notices should also be published in a newspaper or other publications of general circulation and advertised in Virginia’s statewide e-procurement application (“eVA”) located at <http://www.eva.state.va.us>. In addition, solicited proposals should be posted pursuant to Section III.C. The RFP should also contain or incorporate by reference other applicable terms and conditions, including any unique capabilities or qualifications that will be required of the private entities submitting proposals. Pre-proposal conferences may be held as deemed appropriate by AlexRenew.

B. Unsolicited Proposals

The PPEA permits public entities to receive, evaluate and select for negotiations unsolicited proposals from private entities to develop or operate a qualifying project.

AlexRenew may publicize its needs and may encourage interested parties to submit unsolicited proposals subject to the terms and conditions of the PPEA. When such proposals are received without issuance of an RFP, the proposal shall be treated as an unsolicited proposal.

1. Decision to Accept and Consider Unsolicited Proposal: Notice

- a. Upon receipt of any unsolicited proposal or group of proposals and payment of any required, unwaived fee by the proposer or proposers, AlexRenew will promptly determine whether to accept the unsolicited proposal for publication and conceptual-phase consideration. If AlexRenew determines not to accept the proposal and proceed to publication and conceptual-phase consideration, it should return the proposal, together with all fees and accompanying documentation, to the proposer.
- b. If AlexRenew chooses to accept an unsolicited proposal for conceptual-phase consideration, it shall post a notice in a public area regularly used by AlexRenew for posting of public notices for a period of not less than 45 days. AlexRenew shall also publish the same notice for a period of not less than 45 days in one or more newspapers or periodicals of general circulation in the jurisdiction to notify any parties that may be interested in submitting competing proposals. In addition, the notice should also be advertised in Virginia's statewide e-procurement application ("eVA") located at <http://www.eva.state.va.us>. The notice shall state that AlexRenew (i) has accepted an unsolicited proposal under the PPEA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or comprehensive agreement with the proposer based on the proposal, and (iv) will accept for simultaneous consideration any competing proposals that comply with the procedures adopted by AlexRenew and the PPEA. The notice also shall summarize the proposed qualifying project or projects, and identify their proposed locations. Copies of unsolicited proposals shall be available upon request, subject to the provisions of FOIA and § 56-575.4 G of the PPEA.

To ensure that sufficient information is available upon which to base the development of a serious competing proposal, representatives of AlexRenew familiar with the unsolicited proposal and these Guidelines shall be made available to respond to inquiries and meet with private entities that are considering the submission of a competing proposal. AlexRenew shall conduct an analysis of the information pertaining to the proposal included in the notice to ensure that such information sufficiently encourages competing proposals. Further, AlexRenew shall establish criteria, including key decision points and approvals to ensure proper consideration of the extent of competition from available private entities prior to selection.

C. Posting Requirements

1. All conceptual proposals, whether solicited or unsolicited, shall be posted by AlexRenew within 10 working days after acceptance of such proposals on AlexRenew’s website or by publication, in a newspaper of general circulation in the area in which the contract is to be performed, of a summary of the proposals and the location where copies of the proposals are available for public inspection. Posting may also be on eVA, in AlexRenew’s discretion.
2. Nothing shall be construed to prohibit the posting of the conceptual proposals by additional means deemed appropriate by AlexRenew so as to provide maximum notice to the public of the opportunity to inspect the proposals.
3. In addition to the posting requirements, at least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of Virginia Code Section 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by AlexRenew and the private entity. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

D. Initial Review by AlexRenew at the Conceptual Stage

1. While only proposals complying with the requirements of the PPEA that contain sufficient information for a meaningful evaluation, and which are provided in an appropriate format, should be considered by AlexRenew for further review at the conceptual stage, AlexRenew may determine to evaluate any proposal it chooses. Formatting suggestions for proposals at the conceptual stage are found at Section IV.A.
2. With respect to unsolicited proposals, AlexRenew should determine at this initial stage of review whether it will proceed using:
 - a. Standard procurement procedures consistent with the VPPA; or
 - b. These Guidelines and a process consistent with procurement of other than professional services through “competitive negotiation” as that term is defined and described in the VPPA. AlexRenew may proceed using such Guidelines only if it makes a written determination that doing so is likely to be advantageous to AlexRenew

and the public based upon either (i) the probable scope, complexity or priority of need; (ii) the risk sharing including guaranteed cost or completion guarantees, added value or debt, or equity investments proposed by the private entity; or (iii) the increase in funding, dedicated revenue or other economic benefit that would otherwise not be available.

3. After reviewing the conceptual phase proposals, AlexRenew may determine:
 - i. not to proceed further with any proposal;
 - ii. to proceed to the detailed phase of review with one proposal;
 - iii. to proceed to the detailed phase with multiple proposals;
 - iv. to request modifications or amendments to any proposals;
or
 - v. to proceed directly to an interim or comprehensive agreement.

In the event that more than one proposal will be considered in the detailed phase of review, AlexRenew will consider whether the unsuccessful proposer(s) should be reimbursed for costs incurred in the detailed phase of review, and such reasonable costs may be assessed to the successful proposer in the comprehensive agreement.

4. Discussions between AlexRenew and private entities about the need for infrastructure improvements shall not limit the ability of AlexRenew to later determine to use standard procurement procedures to meet its infrastructure needs. AlexRenew retains the right to reject any proposal at any time prior to the execution of an interim or comprehensive agreement.

IV. PROPOSAL PREPARATION AND SUBMISSION

A. Format for Submissions at Conceptual Stage

AlexRenew may consider and approve an initial proposal with whatever information it deems to be informative and consistent with its needs. It may also require that proposals at the conceptual stage contain information in the following areas: (i) qualifications and experience, (ii) project characteristics, (iii) project financing, (iv) anticipated public support or opposition, or both, (v) project benefit and compatibility and (vi) any additional information as AlexRenew may reasonably request to comply with the

requirements of the PPEA. Suggestions for formatting information to be included in proposals at this stage include:

1. Qualification and Experience

- a. Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.
- b. Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties and a description of such guarantees and warranties.
- c. Provide the names, addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.
- d. Provide current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater.
- e. Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interest Act, Va. Code §2.2-3100 through §2.2-3131, as amended (the “VSLGCIA”).

2. Project Characteristics

- a. Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.
- b. Identify and fully describe any work to be performed by AlexRenew.

- c. Include a list of all federal, state and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.
- d. Identify any anticipated adverse social, economic and environmental impacts of the project. Specify the strategies or actions to mitigate known impacts of the project.
- e. Identify the projected positive social, economic and environmental impacts of the project.
- f. Identify the proposed schedule for the work on the project, including the estimated time for completion.
- g. Propose allocation of risk and liability for work completed beyond the agreements completion date, and assurances for timely completion of the project.
- h. State assumptions related to ownership, legal liability, law enforcement and operation of the project and the existence of any restrictions on AlexRenew's use of the project.
- i. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.
- j. List any other assumptions relied on for the project to be successful.
- k. List any other contingencies that must occur for the project to be successful.

3. Project Financing

- a. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.
- b. Submit a plan for the development, financing and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds, including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs. Include support due diligence studies, analyses, or reports.
- c. Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the

recommended financing approach. In addition, complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.

- d. Identify the proposed risk factors and methods for dealing with these factors.
- e. Identify any local, state or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment.
- f. Identify the amounts and the terms and conditions for any revenue sources.
- g. Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.

4. Project Benefit and Compatibility

- a. Identify who will benefit from the project, how they will benefit and how the project will benefit the overall community, region, or state.
- b. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.
- c. Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.
- d. Describe the anticipated significant benefits to the community, region or state including anticipated benefits to the economic condition of AlexRenew and whether the project is critical to attracting or maintaining competitive industries and businesses to AlexRenew or the surrounding region
- e. Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget or other government spending plan.

B. Format for Submissions at Detailed Stage

If AlexRenew decides to proceed to the detailed phase of review with one or more proposals, the following information should be provided by the private entity, unless waived by AlexRenew:

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project;
2. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings;
3. A statement and strategy setting out the plans for securing all necessary property.
4. A detailed listing of all firms that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties;
5. A total life-cycle cost specifying methodology and assumptions of the project or projects and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses;
6. A detailed discussion of assumptions about user fees or rates, and usage of the projects;
7. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications;
8. Demonstration of consistency with appropriate local comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans;
9. Explanation of how the proposed project would impact local development plans of each Affected Local Jurisdiction;
10. Identification of the executive management and the officers and directors of the firm or firms submitting the proposal. In addition, identification of any known conflicts of interest or other

disabilities that may impact AlexRenew's consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the VSLGCIA;

11. Description of the types of sureties proposed to insure completion of the project; and
12. Additional material and information as AlexRenew may reasonably request.

V. PROPOSAL EVALUATION AND SELECTION CRITERIA

The following are some of the factors that may be considered by AlexRenew in the evaluation and selection of PPEA proposals.

A. Qualifications and Experience

Factors to be considered in either phase of AlexRenew's review to determine whether the proposer possesses the requisite qualifications and experience should include:

1. Experience with similar projects;
2. Demonstration of ability to perform work;
3. Leadership structure;
4. Project managers' experience;
5. Management approach;
6. Financial condition; and
7. Project ownership.

B. Project Characteristics

Factors to be considered in determining the project characteristics include:

1. Project definition;
2. Proposed project schedule;
3. Operation of the project;
4. Technology, technical feasibility;

5. Conformity to laws, regulations, and standards;
6. Environmental impacts;
7. Condemnation impacts;
8. State and local permits; and
9. Maintenance of the project.

C. Project Financing

Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project include:

1. Cost and cost benefit to AlexRenew;
2. Financing and the impact on the debt or debt burden of AlexRenew;
3. Financial plan, including the degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;
4. Opportunity costs assessment;
5. Estimated cost;
6. Life-cycle cost analysis;
7. The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable; and
8. Such other items as AlexRenew deems appropriate.

In the event that any project is financed through the issuance of obligations that are deemed to be tax-supported debt of AlexRenew, or if financing such a project may impact AlexRenew's debt rating or financial position, AlexRenew may select its own finance team, source, and financing vehicle.

D. Project Benefit and Compatibility

Factors to be considered in determining the proposed projects compatibility with the appropriate local or regional comprehensive or development plans include:

1. Community benefits;
2. Community support or opposition, or both;

3. Public involvement strategy;
4. Compatibility with existing and planned facilities; and
5. Compatibility with local, regional, and state economic development efforts.

E. Other Factors

Other factors that may be considered by AlexRenew in the evaluation and selection of PPEA proposals include:

1. The proposed cost of the qualifying project;
2. The general reputation, industry experience, and financial capacity of the private entity;
3. The proposed design of the qualifying project;
4. The eligibility of the project for accelerated documentation, review and selection;
5. Local citizen and government comments;
6. Benefits to the public, including financial and non-financial;
7. The private entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;
8. The private entity's plans to employ local contractors and residents; and
9. Other criteria that the responsible public entity deems appropriate.

After review and evaluation of the proposals, selection shall be made of two or more proposers deemed to be fully qualified and best suited to the needs and objectives of AlexRenew among those submitting proposals, on the basis of the factors involved in the notice, including price if so stated in the notice. Negotiations shall then be conducted with each of the proposers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each proposer so selected, the public body shall select the proposer which, in its opinion, has made the best proposal for the interests of AlexRenew, and shall award the contract to that proposer. Should AlexRenew determine in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, it must document this in writing and a contract may be negotiated and awarded to that proposer.

VI. INTERIM AND COMPREHENSIVE AGREEMENTS

Prior to developing or operating the qualifying project, the private entity shall enter into a comprehensive agreement with AlexRenew. Prior to entering into a comprehensive agreement, an interim agreement may be entered into that permits a private entity to perform compensable activities related to the project. AlexRenew may designate a working group to be responsible for negotiating the interim or comprehensive agreement. Each interim or comprehensive agreement shall define the rights and obligations of AlexRenew and the selected proposer with regard to the project.

A. Interim Agreement Terms

The scope of an interim agreement may include, but is not limited to:

1. Project planning and development;
2. Design and engineering;
3. Environmental analysis and mitigation;
4. Survey;
5. Ascertaining the availability of financing for the proposed qualifying project;
6. Establish a process and timing of the negotiation of the comprehensive agreement; and
7. Any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate prior to the execution of a comprehensive agreement.

B. Comprehensive Agreement Terms

The terms of the comprehensive agreement shall include but not be limited to:

1. The delivery of maintenance, performance and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project;
2. The review of plans and specifications for the qualifying project by AlexRenew;
3. The rights of AlexRenew to inspect the qualifying project to ensure compliance with the comprehensive agreement;
4. The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the

- project and the tort liability to the public and employees and to enable the continued operation of the qualifying project;
5. The monitoring of the practices of the private entity by AlexRenew to ensure proper maintenance;
 6. The terms under which the private entity will reimburse AlexRenew for services provided;
 7. The policy and procedures that will govern the rights and responsibilities of AlexRenew and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity including the conditions governing assumption of the duties and responsibilities of the private entity by AlexRenew and the transfer or purchase of property or other interests of the private entity by AlexRenew;
 8. The terms under which the private entity will file appropriate financial statements on a periodic basis;
 9. The mechanism by which user fees, lease payments, or service payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be set at a level that are the same for persons using the facility under like conditions and that will not materially discourage use for the qualifying project;
 - a. A copy of any service contract shall be filed with AlexRenew.
 - b. A schedule of the current user fees or lease payments shall be made available by the private entity to any member of the public upon request.
 - c. Classifications according to reasonable categories for assessment of user fees may be made.
 10. The terms and conditions under which AlexRenew may contribute resources, if any, for the qualifying project;
 11. The terms and conditions under which existing site conditions will be assessed and addressed, including identification of the responsible party for conducting the assessment and taking necessary remedial action;
 12. The terms and conditions under which AlexRenew will be required to pay money to the private entity and the amount of any such payments for the project;

13. Other requirements of the PPEA or other applicable law; and
14. Such other terms and conditions as AlexRenew may deem appropriate.

Any changes in the terms of the comprehensive agreement as may be agreed upon by the parties from time to time shall be added to the comprehensive agreement by written amendment. The comprehensive agreement may provide for the development or operation of phases or segments of a qualifying project.

C. Public Hearings and Notice and Posting Requirements

1. At some point during the proposal review process, but at least 30 days prior to entering into an interim or comprehensive agreement, AlexRenew shall hold a public hearing on the proposals that have been received.
2. Once the negotiation phase for the development of an interim or comprehensive agreement is complete and a decision to award has been made by AlexRenew, AlexRenew shall post the proposed agreement on AlexRenew's website or by publication, in a newspaper of general circulation in the area in which the contract work is to be performed, of a summary of the proposals and the location where copies of the proposals are available for public inspection. Posting may also be on eVA, in the discretion of AlexRenew.
3. Once an interim agreement or comprehensive agreement has been entered into, AlexRenew shall make procurement records available for public inspection, upon request.
 - a. Such procurement records shall include documents protected from disclosure during the negotiation phase on the basis that the release of such documents would have an adverse effect on the financial interest or bargaining position of AlexRenew or the private entity in accordance with Section II.D.
 - b. Such procurement records shall not include (i) trade secrets of the private entity as defined in the Uniform Trade Secrets Act (Virginia Code § 59.1-336 et seq.) or (ii) financial records, including balance sheets or financial statements of the private entity that are not generally available to the public through regulatory disclosure or otherwise.

To the extent access to procurement records are compelled or protected by a court order, then AlexRenew must comply with such order.

4. AlexRenew shall electronically file a copy of all interim and comprehensive agreements and any supporting documents with the Auditor of Public Accounts. Such agreements and supporting documents should be provided within 30 days of the execution of the interim or comprehensive agreement.

VII. GOVERNING PROVISIONS

In the event of any conflict between these Guidelines and the PPEA, the terms of the PPEA shall control.

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Attachment C
Prequalification of Construction Projects



City of Alexandria, Virginia Sanitation Authority Board Adopted Policy **AlexRenew**

Title: Prequalification Process for Construction Projects

Date of Adoption: February 21, 2023

Date of Revision:

Page 1 of 3

Pursuant to Code of Virginia §2.2-4317, the City of Alexandria, Virginia Sanitation Authority D/b/a Alexandria Renew Enterprises (AlexRenew) adopts the following as its prequalification process to prequalify prospective construction contractors to bid on selected projects:

1. The General Manager or his designee may, in his discretion, when he believes it to be in the best interests of AlexRenew, require prequalification of prospective contractors to bid on a specific construction project for AlexRenew. The purpose of such prequalification shall be to limit prospective bidders for such construction project to contractors who show themselves to be qualified to construct the project. When the prequalification process is used for a project, only contractors who have complied with the prequalification process and have been determined qualified will be eligible to submit bids for the project.
2. The General Manager or his designee shall develop the appropriate documentation for potential contractors to apply for prequalification. The General Manager or his designee may prescribe in such documentation specific mandatory requirements contractors must meet in order to prequalify for specific projects.
3. In conducting prequalification of potential contractors, the General Manager or his designee shall follow this prequalification process and the requirements of Code of Virginia §2.2-4317.
4. The documentation used in AlexRenew's prequalification process shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The documentation shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. The documentation shall allow the prospective contractor seeking prequalification to request that specific information voluntarily submitted by the contractor as part of its prequalification application shall be considered a trade secret or proprietary information subject to the provisions of subsection F of Code of Virginia §2.2-4342.
5. In all instances in which AlexRenew requires prequalification of potential contractors for construction projects, advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submissions shall be sufficiently in advance of the date set for the submission of bids or proposals for such construction so as to allow the prequalification process to be accomplished.
6. At least thirty (30) days prior to the date established for submission of bids or proposals under the procurement for which the prequalification applies, AlexRenew shall advise in writing each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.
7. A decision by the General Manager or his designee under this prequalification process shall be final and conclusive unless the contractor appeals the decision as provided in Code of Virginia §2.2-4357.
8. AlexRenew may deny prequalification to any Contractor only if AlexRenew finds one of the following:
 - a. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the public



City of Alexandria, Virginia Sanitation Authority Board Adopted Policy **AlexRenew**

Title: Prequalification Process for Construction Projects

Date of

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- body shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;
- b. The contractor does not have appropriate experience to perform the construction project in question;
 - c. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten (10) years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;
 - d. The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause. If AlexRenew has not contracted with a particular contractor in any prior construction contracts, AlexRenew may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. AlexRenew may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction project file and such information relating thereto given to the contractor at that time, with the opportunity to respond;
 - e. The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including but not limited to, a violation of (i) Article 6 of the Virginia Public Procurement Act (§ 2.2-4367, et seq.), (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), (iii) Chapter 4.2 (§ 59.1-68.6 et seq.) of Title 59.1 or (iv) any substantially similar law of the United States or another state;
 - f. The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and
 - g. The contractor failed to provide to AlexRenew in a timely manner any information requested by AlexRenew relevant to subdivisions a through f of this subsection.
9. In determining if a contractor has the “appropriate experience” under Subsection 9.b. to be prequalified, AlexRenew may consider and use specific minimum experience requirements established by the General Manager or his designee for the specific project. AlexRenew may also consider the contractor’s past performance on the projects that provide its past experience to determine if the projects provide the appropriate experience required.
 10. To the extent any provision in this process is deemed to be inconsistent with Code of Virginia §2.2-4317, whether due to amendment of that statutory provision or otherwise, then the provisions of §2.2-4317 shall control as to such inconsistency.
 11. The provisions of this process and its implementation are intended to be severable, and if any provision is deemed invalid, this shall not be deemed to affect the validity of other provisions.
 12. This prequalification process does not apply to any procurement done under the Public-Private Education Facilities & Infrastructure Act of 2002 (“the PPEA”), Code of Virginia §56-575.1 et seq.,



City of Alexandria, Virginia Sanitation Authority Board Adopted Policy AlexRenew

Title: Prequalification Process for Construction Projects

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and is in no way intended to limit AlexRenew’s discretion in the way it selects contractors under the PPEA.

13. A determination that a contractor is prequalified does not necessarily preclude AlexRenew from determining that such contractor is not responsible following bid opening. Among other things, a change in circumstances or change in information, as well as different criteria allowed to be considered for prequalification versus responsibility, may lead to a different result. For example, a prequalified contractor that becomes debarred between prequalification and bid opening, or a contractor who is subsequently discovered not to have been totally candid in answering its prequalification questionnaire, might be deemed non-responsible.
14. Prequalification of a contractor to bid on one project does not prequalify that contractor to bid on a different project or mean that the contractor will necessarily be deemed to be a responsible bidder for a different project.
15. Neither this prequalification process nor its implementation by AlexRenew shall be deemed to create any contract right in any prospective contractor or to give any prospective contractor any right beyond that conferred by Code of Virginia §2.2-4317. All prospective contractors shall be responsible for their own expenses in applying for prequalification, and AlexRenew shall have no liability for any such expense.

END OF PREQUALIFICATION PROCESS FOR CONSTRUCTION PROJECTS

Attachment D
Resolution Concerning Authority of Chief Executive Officer

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**City of Alexandria, Virginia Sanitation
Authority Board Adopted Policy**



Title: Resolution Concerning Authority of Chief Executive Officer

Date of Adoption: January 15, 2019

Date of Revision: April 19, 2022;
September 17, 2024

Page 1 of 2

WHEREAS, pursuant to Section 15.2-5114 of Virginia Code (Code), the City of Alexandria, Virginia Sanitation Authority d/b/a AlexRenew (Authority) is authorized to contract for goods, services, insurance, and construction; acquire, manage, and dispose of property; borrow money; issue obligations and revenue bonds; and

WHEREAS, pursuant to Section 2.2-4302 of the Code, the Authority is authorized to adopt procurement resolutions and regulations consistent with the Virginia Public Procurement Act; and

WHEREAS, pursuant to Section 15.2.-5113 of the Code, the Authority's Chief Executive Officer (CEO) shall perform such duties as may be delegated by the Board of Directors (Board); and

WHEREAS, pursuant to Article III, Section 5 of the Authority's Bylaws, the Board may specifically authorize the CEO to sign contracts and other instruments on behalf of the Authority.

NOW, THEREFORE BE IT RESOLVED that the Board does hereby authorize the CEO to sign on behalf of the Authority the following categories of contracts and other instruments that are in accordance with the general policies and directives of the Authority:

1. Professional Services

- a. New contracts with a value less than \$250,000.
- b. Renewals for contracts previously approved by the Board and in accordance with the contract's original term limitations.
- c. Task Orders and Annual Budgets for contracts previously approved by the Board where the total value is authorized in the adopted Operating and Capital Budget.
- d. Change Orders to a fixed-price contract where the total value is less than 25 percent of the amount of the contract or \$50,000, whichever is greater.

2. Construction

- a. New contracts with a value less than \$250,000.
- b. Renewals for contracts previously approved by the Board and in accordance with the contract's original term limitations.
- c. Task Orders for contracts previously approved by the Board where the total value is authorized in the adopted Operating and Capital Budget.
- d. Change Orders to a fixed-price contract where the total value is less than the percentage of the contract outlined in Table 1 or \$50,000, whichever is greater.

**City of Alexandria, Virginia Sanitation
Authority Board Adopted Policy**



Title: Resolution Concerning Authority of Chief Executive Officer

Date of Adoption: January 15, 2019

Date of Revision: April 19, 2022;
September 17, 2024

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Table 1. Change Order Authority for Fixed-Price Construction Contracts

Total Contract Amount (\$ millions)	Change Order Authority (% of Total Contract Amount)
Under 25	25%
25-50	17%
50-100	10%
100-150	9%
150-200	8%
200-250	7.5%
Over 250	Develop specific delegation of authority language for the project

3. Goods and Services

- a. Any contract, purchase order, or amendment where the total value is authorized in the adopted Operating and Capital Budget.

4. Sole Source Determination in accordance with § 2.2-4303 (E) of Code of up to \$2 million and where the total value is authorized in the adopted Operating and Capital Budget.

5. Emergency Contracts in accordance with § 2.2-4303 (F) of Code and where the total value can be accommodated in the adopted Operating and Capital Budget. AlexRenew defines an emergency as a situation which has an immediate impact on the safety of staff and the general public, the protection of AlexRenew property, and the ability of AlexRenew to carry out its daily mission.

6. Non-monetary Interjurisdictional Agreements, Memoranda of Understanding/Agreement with other public entities.

7. Real Property

- a. Deeds of Easements (temporary and permanent) and vacation of existing easements
- b. Right of Entry Agreements
- c. Licenses

8. Financial Documents/Instruments necessary or beneficial for managing the Authority's funds.

9. Other documents or instruments expressly approved by the Board.

10. The CEO will report monthly to the Board on the use of this authority.