

AlexRenew

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Procurement Manual

August 2026

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1 INTRODUCTION

The purpose of the AlexRenew's Procurement Manual (Manual) is to ensure compliance with the Code of Virginia, § 2.2-4300 et seq., the Virginia Public Procurement Act (VPPA), as amended, and to effectuate the purposes of those statutes with regard to procurement of goods, services, insurance and construction.

The Manual sets forth the policies followed by AlexRenew employees, in fulfilling procurement responsibilities within their delegated limits. AlexRenew may issue policies, directives, or memoranda that supersede the Manual. The Manual will be amended to incorporate these new policies on an annual or as-needed basis.

1.1 Overview of AlexRenew

Established in 1952 by the Alexandria City Council, AlexRenew's chartered mission is to clean wastewater and protect public health and the environment. AlexRenew is governed by an Alexandria City Council-appointed five-member citizen Board of Directors and is a political subdivision of the Commonwealth of Virginia created under the Virginia Water and Waste Authorities Act. AlexRenew is an independent, special-purpose government unit with administrative and fiscal independence from the City of Alexandria, located in Alexandria, Virginia. AlexRenew serves more than 300,000 people in the City of Alexandria and parts of Fairfax County, Virginia. It currently maintains capital assets valued at approximately \$1.2 billion and treats approximately 33 MGD (up to 116 MGD during wet weather) of wastewater at its Water Resource Recovery Facility (WRRF), located in Alexandria, Virginia.

1.2 AlexRenew's Mission and Vision

In January 2024, AlexRenew's Board refreshed the vision, mission, and strategic goals for the organization. This refresh culminated in a new strategic plan for 2024-2029 developed by staff. The strategic goals are integrated into AlexRenew's daily operations, challenging the team to build a more resilient, sustainable, and equitable organization. Its refreshed strategic goals are:

- **Operational Excellence.** Taking proactive steps to meet current and future challenges
- **Thriving Workforce.** Investing in our staff and fostering a culture of belonging
- **Strategic Partnerships.** Promoting watershed-level thinking through collaboration and advocacy
- **Environmental Sustainability.** Being good stewards of our resources to minimize our impact on the environment
- **Commitment to the Community.** Strengthening connections with the public and providing affordable service

The strategic plan is available on AlexRenew's website at: <https://alexrenew.com/our-strategic-plan>.

1.3 AlexRenew's Organization and Procurement Team

Under the direction of the Chief Executive Officer (CEO), AlexRenew is organized into five departments which work together to support the necessary functions of the organization, which include the

Information Technology (IT), Administration/Legal, Water Quality, Engineering, and Human Resources Departments (referred collectively as “Departments”)

The Administrative Department is led by the Chief Administrative Officer and houses the Procurement Team, led by the Procurement Manager, which is responsible for procuring all goods, services, insurance, and construction in support of all other departments.

Contract formation activities are performed by the Procurement Team. Contracts and contract modifications are executed by AlexRenew’s CEO, with prior approval from the Board of Directors when required, as described in Section 2.4. Contract administration activities are performed by Contract Administrators within each Department with assistance from other staff.

1.4 Enabling Legislature

The Virginia Public Procurement Act (VPPA), Code of Virginia § 2.2-4300 *et seq.*, is adopted by AlexRenew in its entirety. Any terms not defined in this Manual shall be as defined in the VPPA. VPPA allows and/or requires local political subdivisions to adopt procedures for certain types of procurement. Such procedures are described in this Manual and attached Policies.

The VPPA may be amended through legislation passed by the Virginia General Assembly and signed into law by the Governor. AlexRenew will update this Manual to reflect any applicable changes. In the event of a conflict between the VPPA and this Manual on a matter governed by the VPPA, the VPPA shall control.

1.5 Ethics

AlexRenew employees and any consultants/contractors involved in any aspect of the purchasing or procurement process are expected to uphold high ethical standards. They must comply with the Ethics in Public Contracting provisions set forth in Article 6 (§ 2.2-4367 *et seq.*) of the Code of Virginia, as well as all other applicable laws governing the conduct of public employees.

1.6 Definitions

The following definitions are used in the document and align with definitions provided in § 2.2-4301 of the Code of Virginia:

- A. **Construction.** Building, altering, repairing, improving, or demolishing any structure, building, or highway and any draining, dredging, excavation, grading, or similar work upon real property.
- B. **Nonprofessional Services.** Any services not specifically identified as professional services in the definition of professional services.
- C. **Professional Services.** Work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, geology, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering.

1.7 Abbreviations Used by AlexRenew

The following abbreviations are used in the document:

- D. **RFP.** Request for Proposals.
- E. **RFQ.** Request for Qualifications.
- F. **RFQu.** Request for Quote.
- G. **IPQ.** Invitation to Apply for Prequalification.
- H. **ITB.** Invitation to Bid.

2 PROCUREMENT POLICIES

2.1 Approvals

Through the Board-adopted *Resolution Concerning Authority of Chief Executive Officer* (provided as Attachment A to this Manual), the Board specifies the contracts and other instruments that AlexRenew's Chief Executive Officer is authorized to sign on behalf of AlexRenew without specific Board approval. Any contract or instrument not within such authorization must be approved by the Board.

2.2 Small Purchase Procedures

In accordance with the Code of Virginia § 2.2-4303.G, AlexRenew may establish purchase procedures not requiring competitive sealed bids or competitive negotiation for single or term contracts. AlexRenew has adopted the following purchase procedures for small purchases:

- A. **Less than \$50,000.** Competition is not required for purchases. A purchase (i.e. an order for parts) can be made after approval of funding from the department manager. Purchases made with a credit card issued through AlexRenew's purchase card program are included in this category.
- B. **Greater than \$50,000 and up to \$200,000 for goods and nonprofessional services.** AlexRenew shall solicit unsealed (informal) quote/proposals from a minimum of three (3) sources in response to a Request for Quote (RFQu) or Request for Proposals (RFP). Basis of award shall be lowest responsive and responsible bidder or best value as determined by criteria included in the RFQu or RFP.
- C. **Greater than \$50,000 and up to \$300,000 for non-transportation-related construction.** AlexRenew shall solicit unsealed (informal) quote/proposals from a minimum of three (3) sources in response to an RFQu or RFP. Basis of award shall be lowest responsive and responsible bidder or best value as determined by criteria included in the RFQu or RFP.
- D. **Greater than \$50,000 and up to \$80,000 for professional services.** AlexRenew shall solicit unsealed (informal) quote/proposals from a minimum of three (3) sources in response to an RFQu or RFP. Basis of award shall be lowest responsive and responsible bidder or best value as determined by criteria included in the RFQu or RFP.
- E. **Purchases up to \$200,000 that are exempt from competition.** AlexRenew has determined that competition normally is either not practicable or available for purchases of goods and services listed below:
 - 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 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. Human resources-related needs: Contracts where confidentiality, urgency, or the nature of the issue is sensitive. Includes services such as workplace investigations, employee relations consulting, and dispute resolution.

2.3 Exemptions from Competition for Certain Transactions

- A. **Insurance.** Insurance may be procured through a licensed agent or broker in accordance with the Code of Virginia § 2.2-4303(C).
- B. **Legal services.** Legal services may be exempted from competition in accordance with the Code of Virginia § 2.2-4344.
- C. **Sole Source.** Upon a determination in writing that only one source is practicably available for

the required goods or services, AlexRenew may negotiate and award a contract without competitive sealed bidding or competitive negotiation in accordance with the Code of Virginia § 2.2-4303 (E). AlexRenew will document the basis for the determination in the procurement records and post a written notice on Virginia's electronic purchasing portal, eVA, and the AlexRenew website.

- D. **Emergency.** An emergency is a situation posing a serious and immediate threat to public/employee health, safety, welfare, AlexRenew property, or AlexRenew's operational integrity. If an emergency situation arises, a purchase or contract may be executed without competitive sealed bidding or competitive negotiation in accordance with § 2.2-4303(F) of the Code of Virginia. However, such procurement must include as much competition as is practicable under the circumstances. AlexRenew will document the basis for the determination in the procurement records and post a written notice on Virginia's electronic purchasing portal, eVA, and the AlexRenew website.

2.4 Prequalification for Construction

In accordance with the Code of Virginia § 2.2-4317, prequalification for construction contracts shall be in accordance with AlexRenew's *Prequalification Process for Construction Projects*, provided as Attachment B to this Manual.

2.5 Construction Management at-Risk and Design-Build Contracts

In accordance with the Code of Virginia § 2.2-4378 et seq., construction management at-risk and design-build contracts shall be procured in accordance with AlexRenew's *Procedures for the Procurement of Construction Management At-Risk and Design-Build*, provided as Attachment C to this Manual.

2.6 Projects under Public-Private Education Facilities and Infrastructure Act

In accordance with the Code of Virginia § 56-575.3:1, AlexRenew may conduct a project under the Public-Private Education Facilities and Infrastructure Act in accordance with the *Procedures for Procurement under the Public-Private Education Facilities and Infrastructure Act of 2002*, provided as Attachment D to this Manual.

2.7 Purchase Card Program

AlexRenew manages a purchase card program, which issues corporate credit cards that provide a convenient, efficient, and cost-effective method to procure low-dollar goods and services necessary for business operations. Under the purchase card program, designated employees are issued a credit card to make authorized business-related purchases on behalf of the organization, in accordance with internal policies and this Manual.

2.8 Other Procurement Methods Used by AlexRenew

In addition to the policies documented above pertaining to specific procurement methods and procedures, AlexRenew may use any of the following procurement methods and/or contracting

vehicles:

- A. **Competitive Sealed Bidding.** As authorized and in accordance with the Code of Virginia § 2.2-4302.1.
- B. **Competitive Negotiation.** As authorized and in accordance with the Code of Virginia § 2.2-4302.2.
- C. **Architectural and professional engineering term contracting.** As authorized and in accordance with the Code of Virginia § 2.2-4302.2.
- D. **Job order contracting.** As authorized and in accordance with the Code of Virginia § 2.2-4303.2.
- E. **Joint and cooperative procurement.** As authorized and in accordance with the Code of Virginia § 2.2-4304.

3 DOING BUSINESS WITH ALEXRENEW

3.1 Notification of Solicitations and Awarded Contracts

All competitive procurement solicitations, notices of contract awards for solicitations, and advertisements for information regarding upcoming procurements are posted at the following two locations:

- A. AlexRenew's Website (alexrenew.com);
- B. Virginia's eProcurement Portal (www.eVA.virginia.gov).

Vendors may register through eVA to receive updates on AlexRenew's postings.

3.2 AlexRenew Points of Contact

The following shall serve as points of contact regarding questions:

- A. General questions or comments regarding AlexRenew's procurement processes and policies may be directed to the following: purchasing@alexrenew.com.
- B. Questions regarding a contractor's or supplier's invoice payments may be directed to: invoicing@alexrenew.com.
- C. Questions or communications regarding a specific active solicitation shall be directed only to the point of contact and email indicated in the solicitation.

After the contract award, the central point of contact for vendors is the AlexRenew Contract Manager assigned to the contract.

3.3 Authorization to do Business in Virginia

All AlexRenew vendors organized as a stock or nonstock corporation, limited liability company, business trust, limited partnership or limited liability partnership, including those incorporated or organized in another state, must be registered with Virginia State Corporation Commission (SCC) and authorized to conduct business in Virginia as evidenced by the active SCC certificate of authority.

3.4 Virginia Sales Tax Exemption

AlexRenew is exempt from paying Virginia state sales tax on tangible personal property purchases delivered to an AlexRenew location in Virginia in accordance with Code of Virginia § 58.1-609.1. AlexRenew will provide the Contractors the VA Department of Taxation form ST-12 "Commonwealth of Virginia Sales and Use Tax Certificate of Exemption." AlexRenew may not be exempt from sales taxes in other states if items are picked up outside Virginia.

3.5 Purchase Orders

The purchase of services by AlexRenew is authorized only if a purchase order is issued in advance of

the transaction indicating sufficient funds are available to pay for the purchase and serving as the contractor's official notice to proceed. The exceptions to this rule are:

- Orders pre-paid by an AlexRenew purchase card, which do not require a purchase order;
- Emergency purchases, in which case the conforming purchase order will be issued as soon as practicable after work has been authorized in writing;
- Other purchases as determined in writing by the Procurement Manager and agreed to by the contractor or vendor; and
- A fully executed AlexRenew contract which specifies other means of formal authorization to proceed with work, such as a Notice to Proceed.

Purchase orders will be sent electronically to the e-mail address indicated on the vendor set-up form or provided on the quote. For purchases without a contract, AlexRenew's standard terms and conditions, which are provided as Attachment E to this Manual, shall apply.

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ATTACHMENT A
Resolution Concerning Authority of Chief Executive Officer
(October 2025)

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Resolution on the Authority of the Chief Executive Officer

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 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 the table below or \$50,000, whichever is greater.

CEO 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.

Adopted on this 21st day of October 2025.


Rebecca Hammer
 Secretary-Treasurer, AlexRenew Board of Directors


John B. Hill
 Chair, AlexRenew Board of Directors

ATTACHMENT B
Prequalification Process for Construction Contracts
(February 2023)

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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 Adoption: February 21, 2023

Date of Revision:

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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

**Date of
Adoption:** February 21, 2023

**Date of
Revision:**

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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 C

Procedures for the Procurement of Construction
Management At-Risk and Design-Build
(February 2025)

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City of Alexandria, Virginia Sanitation Authority Board Adopted Policy



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

Date of Adoption:
June 19, 2012

Date(s) of Revision: February 19, 2013; December 19, 2017;
June 20, 2023; January 16, 2024; July 1, 2024; February 18,
2025

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Construction Management At-Risk

In accordance with the provisions of § 2.2-4378 et seq. of the Code of Virginia ("VA Code"), AlexRenew (the "Authority") hereby adopts the following procedures for the procurement of Construction Management At-Risk ("CMAR") contracts, as defined in VA Code § 2.2-4379.

- I. **AUTHORITY:** Pursuant to VA Code § 2.2-4382, the Authority may enter a contract with a Construction Manager ("CM") on a lump sum or cost plus with a guaranteed maximum price basis in accordance with these procedures. The Authority is authorized to use competitive negotiations to procure CMAR 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 CMAR contracts for the project and who shall assist the Authority with the preparation of the Request for Proposals ("RFP") and the evaluation of such proposals; and
 - Determines in advance and provides written justification (i) that the design-bid-build project delivery method, as defined in VA Code § 2.2-4379, is not practicable or fiscally advantageous; (ii) that the project is complex as defined in VA Code § 2.2-4379; and (iii) that there is a benefit to the Authority by using a CMAR contract; and
 - Receives approval from the Authority's Board of Directors ("Board") to use a CMAR contract by resolution or motion specific to the project and adopted in a public forum prior to the issuance of the Request for Qualifications ("RFQ").
- II. **PROCEDURE FOR APPROVAL TO USE CMAR CONTRACT:** Prior to taking any further action, the Board shall pass a resolution approving the use of a CMAR contract on a project-by-project basis. The documentation requesting Board approval shall include:
 - Written justification that a CMAR contract meets the criteria found in Paragraph I above.
 - A stipulation that the CMAR contract will be entered into no later than the completion of the schematic phase of design unless prohibited by authorization of funding restrictions.
- III. **CMAR SELECTION PROCEDURES:** The following procedures shall be used in selecting a CM and awarding a contract:
 - The Authority shall appoint an Evaluation Committee ("Committee") consisting of at least three (3) members from the Authority. The Committee shall include a licensed professional engineer or architect employed by or under contract with the Authority.
 - The Committee shall determine the criteria for the contract award in accordance with § 2.2-4378 et seq. Cost is a critical component of the selection process. The criteria shall be submitted to the Chief Executive Officer ("CEO"), in advance, for approval.

City of Alexandria, Virginia Sanitation Authority Board Adopted Policy



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

Date of Adoption:
June 19, 2012

Date(s) of Revision: February 19, 2013; December 19, 2017;
June 20, 2023; January 16, 2024; July 1, 2024; February 18,
2025

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IV. TWO-STEP CONTRACT PROCUREMENT PROCESS: Procurement of the contract requires a two-step process.

- Request for Qualifications (STEP I): The Authority shall prepare an RFQ inviting the submission of Statements of Qualifications ("SOQ") that enables the Authority to assess the qualifications and capabilities of the proposers.

i. The RFQ shall include the justifications set forth above in Paragraph I; a description of the type, size, and scope of the project; a summary of the qualifications required of the CM; the criteria to be used to evaluate the SOQs; and other relevant information.

ii. The RFQ shall include the following minimum pass/fail requirements:

1. Insufficient Financial Ability – The proposer lacks the financial capacity to perform the contract. If a surety bond is required, the proposer must provide evidence of its ability to obtain one from an approved surety corporation.
2. History of Breach of Contract – The proposer or any officer, director, or owner thereof have had court judgments against them in the past ten (10) years for breach of contract.
3. Noncompliance with Prior Contracts – The proposer has a record of significant noncompliance with past public contracts without valid justification within the past ten (10) years.
4. Criminal Convictions Related to Construction or Contracting – The proposer or any officer, director, owner, project manager, procurement manager, or chief financial official thereof have been convicted in the past ten (10) years of crimes related to construction or contracting, such as fraud or procurement violations.
5. Debarment Status – The proposer or any officer, director, or owner thereof are currently debarred from bidding or contracting by a public body, another state agency, or the federal government.
6. Failure to Provide Required Information – The proposer did not submit requested information relevant to any of the above criteria in a timely manner.

SOQs that fail one or more of these minimum requirements will be deemed nonresponsive, will not be reviewed, and therefore not considered for shortlisting. The Authority shall notify any proposer not meeting the minimum pass/fail requirements in writing within thirty (30) days of receipt of the SOQs. The written notification shall state the reasons for the nonresponsive SOQ.

iii. The RFQ will require a summary of the proposer's experience for a period of ten (10) prior years to determine whether the proposer has constructed, by any method of project delivery, at least three (3) projects similar in scope and size. Prior construction management

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or design-build experience or previous experience with the Division of Engineering and Buildings of the Virginia Department of General Services shall not be considered as a prerequisite or factor considered for shortlisting. All proposers shall have a licensed Class "A" contractor registered in the Commonwealth of Virginia as part of the Project team.

- iv. The RFQ shall be posted in accordance with § 2.2-4378 et seq., including posting on eVa and/or the Authority's own website, and shall require SOQs to be submitted electronically.
 - v. SOQs shall include responses to the information contained in the RFQ.
 - vi. SOQs and any other relevant information shall be evaluated by the Committee to determine those deemed most qualified with respect to the criteria established in the RFQ.
 - vii. Evaluation of SOQs shall result in a shortlist of three (3) to five (5) proposers to receive the RFP. If qualified, the shortlist shall include a minimum of one (1) Department of Small Business and Supplier Diversity (DSBSD)-Certified Small Business.
 - viii. At least thirty (30) days prior to the date established for the submission of proposals, preferably within fourteen (14) days of selecting a shortlist, the Authority shall provide written notification of those selected for the shortlist to each proposer who submitted an SOQ. The Authority shall offer debriefs to proposers not shortlisted.
- Request for Proposals (STEP II): The Authority shall issue an RFP to the shortlisted proposers.
 - i. The RFP shall include schematic design documents, proposed contract terms and conditions, and instructions to shortlisted proposers on RFP responses, including the criteria for award. The criteria will include the experience of each proposer on comparable construction management or design-build projects.
 - ii. Proposals shall include responses to the requirements contained in the RFP, including, but not limited to, a summary of the proposer's team qualifications, a summary of the proposer's anticipated plans for Project approach and execution, and a price proposal.
 - iii. Proposals shall be submitted electronically.
 - iv. Any pricing information contained in the proposals shall be sealed separately and submitted to the Authority's Price Designee who is not involved in the evaluation and selection process and shall be secured and kept sealed until evaluation of the technical proposals is complete.
 - v. Proposals shall be evaluated and ranked by the Committee.
 - vi. Following evaluation and ranking of the proposals, the Committee shall make a recommendation to and obtain approval from the CEO to conduct negotiations with the proposer submitting the highest ranked proposal. The contract shall be awarded to the proposer who is fully qualified and has been determined to provide the best value in response to the RFP.

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vii. Within fourteen (14) days of notifying the CEO, the Authority shall provide written notification to all proposers of the Authority's intent to award the contract to a particular proposer. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one proposer. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful proposers.

V. **REQUIRED CONSTRUCTION MANAGEMENT CONTRACT TERMS:** Any CMAR contract entered into by the Authority will contain provisions requiring that (1) not more than ten (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 ninety (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 CMAR contracts involving infrastructure projects.

- 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 CM.
- The Guaranteed Maximum Price shall be established at the completion of ninety (90) % design unless the CEO grants a waiver to this requirement.
- The Authority may post on eVA and/or the Authority's own website when and where the CM plans to advertise bid packages for subcontracting opportunities when appropriate.

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Design-Build

In accordance with the provisions of § 2.2-4378 et seq. of the Code of Virginia ("VA Code"), AlexRenew (the "Authority") hereby adopts the following procedures for the procurement of Design-Build ("D-B") contracts, as defined in VA Code § 2.2-4379.

- I. **AUTHORITY:** Pursuant to VA Code § 2.2-4382, 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. The Authority is authorized to use competitive negotiations to procure D-B contracts when it:
 - A. 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 D-B contracts for the project and who shall assist the Authority with the preparation of the Request for Proposals ("RFP") and the evaluation of such proposals; and
 - B. Determines in advance and provides written justification (i) that the design-bid-build project delivery method, as defined in VA Code § 2.2-4379, is not practicable or fiscally advantageous; (ii) that the project is complex as defined in VA Code § 2.2-4379; and (iii) that there is a benefit to the Authority by using a D-B contract; and
 - C. Receives approval from the Authority's Board to use a D-B contract by resolution or motion specific to the project and adopted in a public forum prior to the issuance of the Request for Qualifications ("RFQ").
- II. **PROCEDURE FOR APPROVAL TO USE D-B CONTRACT:** Prior to taking any further action, the Board shall pass a resolution approving the use of D-B contract on a project-by-project basis. The documentation requesting Board approval shall include written justification that a D-B contract meets the criteria found in Paragraph I above.
- III. **D-B SELECTION PROCEDURES:** The following procedures shall be used in selecting a D-B and awarding a contract:
 - A. The Authority shall appoint an Evaluation Committee ("Committee") consisting of at least three (3) members from the Authority. The Committee shall include a licensed professional engineer or architect employed by or under contract with the Authority.
 - B. The Committee shall determine the criteria for the contract award in accordance with VA Code § 2.2-4378 et seq. Cost is a critical component of the selection process. The criteria for the award shall be submitted to the Chief Executive Officer ("CEO"), in advance, for approval.
- IV. **TWO-STEP CONTRACT PROCUREMENT PROCESS:** Procurement of the contract shall be a two-step process.
 - A. **Request for Qualifications (STEP I):** The Authority shall prepare an RFQ inviting the submission of Statements of Qualifications ("SOQ") that enables the Authority to assess the qualifications and capabilities of the proposers.

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- i. The RFQ shall include the justifications set forth above in Paragraph I above; a description of the type, size, and scope of the project; a summary of the qualifications required of the Design-Builder; the criteria to be used to evaluate the SOQs; and other relevant information.
- ii. The RFQ shall include the following minimum pass/fail requirements:
 1. Insufficient Financial Ability – The proposer lacks the financial capacity to perform the contract. If a surety bond is required, the proposer must provide evidence of its ability to obtain one from an approved surety corporation.
 2. History of Breach of Contract – The proposer or any officer, director, or owner thereof have had court judgments against them in the past ten (10) years for breach of contract.
 3. Noncompliance with Prior Contracts – The proposer has a record of significant noncompliance with past public contracts without valid justification within the past ten (10) years.
 4. Criminal Convictions Related to Construction or Contracting – The proposer or any officer, director, owner, project manager, procurement manager, or chief financial official thereof have been convicted in the past ten (10) years of crimes related to construction or contracting, such as fraud or procurement violations.
 5. Debarment Status – The proposer or any officer, director, or owner thereof are currently debarred from bidding or contracting by a public body, another state agency, or the federal government.
 6. Failure to Provide Required Information – The proposer did not submit requested information relevant to any of the above criteria in a timely manner.

SOQs that fail one or more of these minimum requirements will be deemed nonresponsive, will not be reviewed, and therefore not considered for shortlisting. The Authority shall notify any proposer not meeting the minimum pass/fail requirements in writing within thirty (30) days of receipt of the SOQs. The written notification shall state the reasons for the nonresponsive SOQ.

- iii. The RFQ will require a summary of the proposer's experience for a period of ten (10) prior years to determine whether the proposer has constructed, by any method of project delivery, at least three (3) projects similar in scope and size. Prior construction management or design-build experience or previous experience with the Division of Engineering and Buildings of the Virginia Department of General Services shall not be considered as a prerequisite or factor considered for shortlisting. All proposers shall have a licensed Class "A" contractor registered in the Commonwealth of Virginia and an Architect or Engineer registered in the Commonwealth of Virginia as part of the Project team.

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- iv. The RFQ shall be posted in accordance with VA Code § 2.2-4378 et seq., including posting on eVA and/or the Authority's own website and shall require SOQs to be submitted electronically.
 - v. SOQs shall include responses to the information contained in the RFQ.
 - vi. SOQs and any other relevant information shall be evaluated by the Committee to determine those deemed most qualified with respect to the criteria established in the RFQ.
 - vii. Evaluation of SOQs shall result in a shortlist of three (3) to five (5) proposers to receive the RFP. If qualified, the shortlist shall include a minimum of one (1) DSBSD-Certified Small Business.
 - viii. At least thirty (30) days prior to the date established for the submission of proposals, preferably within fourteen (14) days of selecting a shortlist, the Authority shall provide written notification of those selected for the shortlist to each proposer who submitted an SOQ. The Authority shall offer debriefs to proposers not shortlisted.
- B. Request for Proposals (STEP II): The Authority shall issue an RFP to shortlisted proposers requesting Technical Proposals and sealed Price Proposals.
- i. The RFP shall include design documents at a level determined appropriate by the Authority, proposed contract terms and conditions, and instructions for the shortlisted proposers on RFP responses, including the criteria for award. The criteria will include the experience of each proposer on comparable construction management or design-build projects.
 - ii. Proposals shall include responses to the requirements contained in the RFP, including a Technical Proposal that describes a summary of the proposer's team qualifications, a summary of the proposer's anticipated plans for Project approach and execution, and addresses other requirements from the RFP, and a Price Proposal.
 - iii. The Technical Proposal and the Price Proposal shall be submitted separately as described.
 - iv. Proposals shall be submitted electronically.
 - v. Price Proposals shall be sealed and submitted separately to the Authority's Price Designee who is not involved in the evaluation and selection process and shall be secured and kept sealed until evaluation of the Technical Proposals is complete.
 - vi. Technical Proposals shall be evaluated by the Committee. Should the Authority determine in writing and in its sole discretion that only one proposer is, or that one proposer 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 Price Proposals and apply the criteria for award as specified in the RFP and approved by the CEO.
 - vii. The Committee shall make its recommendation on the selection of a Design-Builder to the

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CEO based on its evaluations of the Technical and Price Proposals. The contract shall be awarded to the proposer who has been determined to have provided the best value in response to the RFP.

- viii. Within fourteen (14) days of notifying the CEO, the Authority shall provide written notification to all proposers of the Authority's intent to award the contract to a particular proposer. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one proposer. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful proposers.
- V. **REQUIRED DESIGN-BUILD CONTRACT TERMS:** The Authority may post on eVA and/or the Authority's own website when and where the general contractor plans to advertise bid packages for subcontracting opportunities when appropriate.

ATTACHMENT D

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

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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 E
AlexRenew's Standard Terms and Conditions
(June 2025)

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ALEXRENEW PURCHASING TERMS AND CONDITIONS

1. Scope: In absence of any other currently valid written agreement between Vendor and AlexRenew (“Agreement”), this document sets forth the additional terms and conditions (“Terms and Conditions”) under which the Vendor has agreed to provide to AlexRenew the items (“Products”) or services (“Services”) described on the Purchase Order and incorporated by reference herein. The Purchase Order will be deemed accepted and binding upon the occurrence of either of the following events, whichever is earlier: (A) when the acknowledgment copy of this Purchase Order has been signed and returned to the Vendor; or (B) when the Vendor has commenced performance of this Purchase Order in accordance with its terms.

2. Product/Service:

- A. The Vendor must provide all of the labor, services and materials necessary for the Vendor to furnish the Products or perform the Services on the schedule set forth on the Purchase Order . The Services must be performed in accordance with all scopes of work, requirements, plans and Specifications identified on the Purchase Order . The Services will be deemed completed and acceptable to AlexRenew when AlexRenew determines that all of AlexRenew’s requirements have been satisfied.
- B. The Vendor agrees to provide AlexRenew with technical assistance relating to the Product or Service as requested by AlexRenew at no additional cost to AlexRenew. This technical assistance will include, but is not limited to, responding promptly to questions relating to the Product or Service.
- C. The Vendor must provide the exact quantities specified on the Purchase Order. AlexRenew will not pay for overages and if delivered, AlexRenew will, at its sole option and discretion, either return the additional quantities to the Vendor at the Vendor’s risk and expense, or accept the additional quantities at no additional cost to AlexRenew.
- D. AlexRenew will have the right (but not the obligation) to inspect and test the Products, equipment, materials, and supplies, at the Vendor’s facility at any time prior to ship and to conduct additional inspections at any time after delivery. The making or failure to make any inspection of, or payment for or acceptance of, the Products will in no event impair AlexRenew’s right to later reject nonconforming materials, or to avail itself of any other remedy to which AlexRenew may be entitled, notwithstanding AlexRenew’s knowledge of the nonconformity, its substantiality, or the ease of its discovery. The Vendor will be liable for all inspection, storage, re-shipment and return costs with respect to nonconforming Products. Products and Services may be rejected by AlexRenew if they fail to meet the terms of the Purchase Order, and any such nonconforming Products will be returned to the Vendor at the Vendor’s sole cost and expense. Any action by AlexRenew with respect to inspection of or payment for the Products or Services covered by the Purchase Order will not prejudice AlexRenew’s right to reject nonconforming or defective Products or Services, nor be deemed to

constitute acceptance by AlexRenew of the goods or services, or affect in any way the Vendor's obligations under the Purchase Order notwithstanding AlexRenew's opportunity to inspect the Products or Services, AlexRenew's knowledge of the nonconformity or defect, the importance or critical nature of, or the ease of discovery of the nonconformity or defect, nor AlexRenew's earlier failure to reject the goods or services. No action or failure to act by AlexRenew or its officers, agents or representatives will be construed at any time to bar or otherwise preclude AlexRenew from: (i) showing the true and correct classification, amount, quality, or character of the goods and services delivered or performed hereunder, as the case may be, or that any determination, decision, acceptance, or payment is incorrect or was improperly made in any respect, or that the Products and Services (or any part thereof) do not in fact conform to the requirements of the Purchase Order; or (ii) demanding and recovering from the Vendor any overpayment made to him or such damages as AlexRenew may sustain by reason of the Vendor's failure to comply with the requirements of the Purchase Order.

3. Shipping and Delivery: Unless otherwise indicated in the Purchase Order, the delivery of the Products will be F.O.B. destination, freight prepaid and allowed. Risk of loss and title will transfer to AlexRenew upon receipt at AlexRenew's facility. Time is of the essence for this Purchase Order. If no delivery time is specified, then delivery will be required in reasonable time. Deliveries will be accepted between 9:00 a.m. and 3:30 p.m., at the delivery address shown on the front of this Purchase Order, Monday through Friday (except on legal holidays of AlexRenew). An itemized packing list must be furnished by the Vendor with each shipment indicating the Purchase Order number, name of the goods with the applicable stock number, quantity ordered, quantity shipped, quantity back-ordered (if applicable), and the name of the Vendor or other supplier. No fees for packaging, packing, crating, freight or other costs will be paid by AlexRenew unless expressly stated in the Purchase Order. The Vendor will be solely liable for damaged goods resulting from improper packing or marking. If the Vendor fails to provide the Product or Service by the delivery time specified on the Purchase Order (if no delivery time is specified, then delivery on a timely basis), AlexRenew may, without limiting its other rights or remedies, obtain the Product or Service from another vendor and the Vendor will reimburse AlexRenew for all costs and expenses AlexRenew incurs from obtaining such Product or Service.

4. Payment Terms:

- A. In General: Each invoice must include the Purchase Order number, the Vendor's federal employer identification number (or social security number, if the Vendor is an individual), a reasonably detailed description of the Products and Services covered by the invoice, and the amount due. If shipping charges are included in an invoice, the bill of lading must accompany the invoice. The Vendor must insure manufacturer compliance with these instructions on drop shipments. All delivery memoranda, bills of lading, packages, and correspondence must reference the Purchase Order number.

Payment of amounts due hereunder will in no event constitute acceptance of any defective or non-conforming Products or Services. Unless otherwise provided herein, no sale or purchase of Products and Services hereunder will be at higher prices than specified on the Purchase Order . AlexRenew will pay the Vendor the amount listed on the Purchase Order within thirty (30) days after receipt of a suitable invoice from the Vendor. Invoices will neither be processed for payment nor will the period of the cash discount commence until receipt of a properly completed invoice and until all invoiced Products and Services are received to the satisfaction of AlexRenew. Any amount due under an approved invoice which is not paid when due will bear interest at a rate of 0.5% per month until paid in full.

B. To Sub-contractors:

- i. The Vendor must take one of the two following actions within seven (7) days after receipt of amounts paid to the Vendor by AlexRenew for work performed by the sub-contractor under the Purchase Order: (a) pay the sub-contractor for the proportionate share of the total payment received from AlexRenew attributable to the work performed by the sub-contractor under the Purchase Order; or (b) notify AlexRenew and the sub-contractor, in writing, of the Vendor's intention to withhold all or a part of the sub-contractor's payment with the reason for nonpayment.
- ii. The Vendor will pay interest to the sub-contractor on all amounts owed by the Vendor that remain unpaid after seven (7) days following receipt by the Vendor of payment from AlexRenew for work performed by the sub-contractor under the Purchase Order, except for amounts withheld as allowed in Section 4(B)(i).
- iii. Unless otherwise provided under the terms of these Terms and Conditions, interest will accrue at the rate of .5% per month. The Vendor must include in each of its subcontracts a provision requiring each sub-contractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier sub-contractor.
- iv. The Vendor's obligation to pay an interest charge to a sub-contractor pursuant to this Section 4(B) will not be construed to be an obligation of AlexRenew. A contract modification will not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim will not include any amount for reimbursement for the interest charge.

5. Taxes: AlexRenew is exempt from Virginia sales and use tax in accordance with the Virginia Retail Sales and Use Tax Act.

6. Material Safety Data Sheets: The Vendor must provide AlexRenew with complete and accurate Material Safety Data Sheets ("MSDS") for the Products and such additional information as is necessary for the safe handling and use of such Products. The Vendor agrees that AlexRenew may rely upon the information provided by the Vendor when informing

AlexRenew's employees and customers about the risks associated with the Products and the safe handling and use of the Products.

7. Changes:

- A. AlexRenew reserves the right to may make any changes to this Purchase Order at any time by issuance of a change order ("Change Order"). The Vendor must immediately notify AlexRenew of any increases or decreases in costs caused by such changes, and an equitable adjustment in prices or other terms hereof will be agreed upon in a written amendment to this Purchase Order.
- B. If, at any time after issuance of this Purchase Order, the Vendor makes a general price reduction in the comparable price of any Product or Service to customers generally, an equivalent price reduction based on similar quantities and considerations will apply to this Purchase Order. The price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a general price reduction will mean any horizontal reduction in the price of an article or service offered: (i) to the Vendor's customers generally; or (ii) in the Vendor's price schedule for the class of customers (i.e., wholesalers, jobbers, retailers, etc.) which was used as the basis for this Purchase Order. The Vendor must invoice the ordering offices at the reduced prices indicating on the invoice that the reduction is pursuant to the price reduction provision of this Purchase Order. In addition, the Vendor must notify AlexRenew's Purchasing Agent the general price reduction within ten (10) days of the reduction. Failure to do so may require termination of this Purchase Order by AlexRenew.

8. Independent Contractor: The Vendor is an independent contractor and is not an employee or agent of AlexRenew. The Vendor will provide the Services at such a place and in such time and manner as the Vendor deems appropriate. The Vendor will not have the right to incur any obligations whatsoever on the part of AlexRenew.

9. Warranties and Limitation of Liability:

- A. The Vendor confirms any warranties or representations (oral or written) previously made as to the goods or services to be provided by the Vendor including, but not limited to, warranties and representations contained in any proposal, quotation or bid provided by the Vendor. The Vendor represents and warrants that it has substantial experience and expertise in providing the Services and in a manner which meets AlexRenew's quality and performance requirements. The Vendor hereby represents and warrants to AlexRenew that each good or service supplied hereunder will: (i) conform strictly to the requirements of the Purchase Order and to the specifications furnished by AlexRenew; (ii) conform to the terms of any and all written affirmations of fact, promises, or descriptions made or furnished to AlexRenew by the Vendor, if and to the extent that such affirmations, promises, or descriptions are not in conflict with, or are otherwise not less stringent than, AlexRenew's specifications; (iii) meet or

exceed standard industry practices and procedures; (iv) be manufactured, produced, furnished or performed in accordance with Applicable Law (as defined below); (v) be new and of good workmanship and materials; (vi) be free from defects in design, workmanship and materials; (vii) be merchantable and fit for the particular purpose or purposes intended by AlexRenew; and (viii) be delivered and conveyed to AlexRenew free and clear of any liens, claims or encumbrances of any nature whatsoever. The Vendor, at its own cost and expense, has obtained, or will obtain, prior to the delivery of any goods or performance of any services, hereunder, all approvals required by Applicable Law in connection with the transactions contemplated hereby, and the Vendor will furnish AlexRenew, upon request, with copies or other satisfactory evidence of all such approvals. As employed herein, the term "Applicable Law" will mean all federal, state, and local laws, rules, orders, codes and regulations, including but not limited to those governing labor, wages, improper or illegal payments, or public health and safety, applicable to the transactions contemplated by the Purchase Order. The Vendor agrees to indemnify and hold AlexRenew, its directors, officers, employees, agents, contractors and sub-contractors (collectively, the "AlexRenew Indemnitees") harmless from any and all liability of AlexRenew Indemnitees arising out of or in any way connected with a breach of this warranty or the negligence of the Vendor in the manufacture or design of the items the Vendor provides to AlexRenew. The Vendor's duties under this provision will include the duty to obtain the approval of AlexRenew as to the legal counsel selected to defend AlexRenew and to confer with AlexRenew concerning the defense.

- B. To the fullest extent permitted by law, AlexRenew's liability will be limited to the amount it paid to the Vendor under this Purchase Order. In no event will AlexRenew be liable to the Vendor for indirect, incidental, consequential or special damages.

10. Replacement Products/Services:

- A. If AlexRenew determines that any Product it receives from the Vendor is damaged, defective or fails to meet the Specifications, then the Vendor must promptly repair or replace the Product, upon written notice by AlexRenew which is delivered to the Vendor within twenty (20) days after the date of delivery, at no additional cost to AlexRenew. At AlexRenew's option, non-conforming Products may be repaired or replaced by the Vendor at AlexRenew's facility or wherever the goods are located, or may be returned to the Vendor's facility or to an authorized repair center, all at the Vendor's expense. In the event of the Vendor's failure to repair or replace any non-conforming Products or diligently initiate the correction, replacement or re-performance thereof within five (5) business days after the date of AlexRenew's notice to the Vendor, AlexRenew will have the right to correct or replace such Products and to charge the Vendor all costs thereof. The cost of correction will be deducted from any amounts then or thereafter due the Vendor hereunder and, if such amounts are insufficient to cover the cost of correction, the Vendor will pay such deficiency to AlexRenew promptly following written

demand therefore. Notwithstanding the foregoing, if any non-conformity with a warranty materially affects the operation or use of any of the Products or presents an imminent threat to the safety or health of any person or entity and AlexRenew knows of such non-conformity, AlexRenew may, at its option, correct or replace such Products without giving the Vendor notice of such non-conformity, and the Vendor will be responsible and liable to AlexRenew for all costs incurred by AlexRenew.

- B. If, any Services do not conform in all material respects to the representations and warranties set forth in the Specifications, upon written notice by AlexRenew which is delivered to the Vendor within twenty (20) days after the date of performance, the Vendor will, at AlexRenew's sole discretion: (i) re-perform the Service to the satisfaction of AlexRenew at no additional cost to AlexRenew; or (ii) refund to AlexRenew the full amount paid by AlexRenew.

11. Indemnity: The Vendor hereby assumes all risks associated with furnishing the Products and Services specified herein and agrees to defend, indemnify and hold AlexRenew and its directors, officers, employees, agents, contractors, and sub-contractors (collectively, the "AlexRenew Indemnitees") harmless from and against all claims, losses, costs, liabilities, demands, causes of action and expenses (including reasonable attorney's fees) suffered or incurred by AlexRenew Indemnitees arising out of, or in connection with: (A) any act or omission of the Vendor, its employees, officers, directors, agents, contractors or sub-contractors; (B) Vendor's failure to manufacture any item it provides to AlexRenew in accordance with the Specifications; (C) failure of any Product or Service to perform in accordance with Vendor's published specifications; or (D) Vendor's failure to provide complete and accurate information regarding any Product. The Vendor's duties under this provision will include the duty to obtain the approval of AlexRenew as to the legal counsel selected to defend AlexRenew and to confer with AlexRenew concerning the defense.

12. Intellectual Property rights: The Vendor represents and warrants that all information it uses or relies upon in performing its services belongs to the Vendor or is information which the Vendor has the legal right to use. The Vendor further represents and warrants that any items it develops and manufacturing processes it uses or specifies will not violate or infringe against any existing patent, copyright, trademark, trade secret, or other intellectual property right. The Vendor agrees to indemnify and hold AlexRenew, its directors, officers, employees, agents, contractors, and sub-contractors (the "AlexRenew Indemnitees") harmless from and against all claims, losses, costs, liabilities, demands, causes of action and expenses (including reasonable attorney's fees) suffered or incurred by AlexRenew arising out of, or in connection with, an allegation that the Vendor's item or service infringes any patent, copyright, trademark, trade secret or other intellectual property right. The Vendor's duties under this provision will include the duty to obtain the approval of AlexRenew as to the legal counsel selected to defend AlexRenew and to confer with AlexRenew concerning the defense.

13. Insurance:

- A. The Vendor must procure, maintain and provide proof of the following insurances:
- i. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to protect the Contractor, its sub-contractors, and the interest of AlexRenew, its officers and employees against any and all injuries to third parties, including bodily and personal injury, wherever located, resulting from any action or operation under these Terms and Conditions. The Commercial General Liability insurance must include the Broad Form Property Damage endorsement in addition to coverages for explosion, collapse and underground hazards where required. Completed operations liability endorsement must continue in force for three (3) years following completion of the Services.
 - ii. Owned, non-owned, and hired Automobile Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased or rented vehicles operated by the Vendor. In addition, all mobile equipment used by the Vendor in connection with the Services will be insured under either a standard Automobile Liability policy or a Commercial General Liability policy. The Garage Keeper's Liability coverage will also be maintained where appropriate.
 - iii. Statutory Worker's Compensation and Employer's Liability insurance in limits of no less than \$100,000 to protect the Vendor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - iv. Contractor's Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/contractor for acts arising out of the operations of independent contractors/sub-contractors or out of an owner's/contractor's supervisory activity.

14. Termination For Default: AlexRenew may terminate this Purchase Order, in whole or in part, without liability to the Vendor by written notice in the event: (A) the Vendor becomes insolvent, or makes an assignment for the benefit of its creditors, or if a petition in bankruptcy is filed by or with respect to the Vendor; or (B) the Vendor breaches any of its obligations under the terms and conditions of this Purchase Order. In the event of a termination for default, AlexRenew will not be liable to the Vendor for payment of any amount beyond the value of any conforming goods and services shipped or received and accepted by AlexRenew, less damages suffered by AlexRenew. In such case, the Vendor will be liable to AlexRenew for any and all losses, costs and damages incurred by AlexRenew arising out of or resulting from such default, including any and all liquidated damages which will be based on the date(s) that a reasonable substitute supplier, exercising proper due diligence, achieved such respective scheduled deliveries. Upon written request by AlexRenew, the Vendor will deliver or assign to AlexRenew in process at the time of termination.

15. Termination for Convenience: AlexRenew may terminate this Purchase Order in whole or in part whenever AlexRenew's Purchasing Agent determines that such termination is in the best interest of AlexRenew. Any such termination will be effected by the delivery to the Vendor of a written notice of termination at least fifteen (15) days before the date of termination, specifying to the extent to which performance of the Vendor under this Purchase Order is terminated and the date upon which such termination becomes effective. The Vendor will not be entitled to any other payment from AlexRenew with respect to any terminated portion(s) of the Purchase Order, including, but not limited to, any anticipated or future profits or damages in connection therewith.

16. Employment Discrimination:

During the performance of this Purchase Order, the Vendor agrees as follows:

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Vendor will include the provisions of the foregoing Sections 16(A), (B), and (C) in every subcontract, sub-consulting agreement and Purchase Order over \$10,000, in order that the provisions above will be binding upon each sub-contractor, sub-consultant and vendor.
- E. Notice of Required Disability Legislation Compliance: AlexRenew is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973, Section 504, the Americans with Disabilities Act (ADA) of 1990, as amended, and The Virginians with Disabilities Act of 1990. Specifically, AlexRenew may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with

Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

F. AlexRenew does not discriminate against faith-based organizations.

17. Federal Immigration Law: The Vendor does not, and will not, during its performance under this Purchase Order for good and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration and Reform and Control Act of 1986.

18. Authorized to Transact Business/Licenses: The Vendor will be authorized to transact business in the Commonwealth as domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law, and the Vendor will not allow this authorization to lapse or its certificate of authority or registration to transact business in Virginia, if so required under Title 13.1 or Title 50 of the Virginia Code, to be revoked or cancelled at any time during the term of this Purchase Order. To the extent required by the Commonwealth of Virginia (see 54.1-1100 et seq. of the Code of Virginia), the Vendor will be duly licensed to provide the Products and Services required to be delivered pursuant to these Terms and Conditions.

19. Drug-free Workplace: During the Vendor's performance under this Purchase Order, the Vendor agrees to (A) provide a drug-free workplace for the Vendor's employees; (B) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (C) state in all solicitations or advertisements for employees placed by or behalf of the Vendor that the Vendor maintains a drug-free workplace; and (D) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to the Vendor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the Vendor's performance under this Purchase Order.

20. Compliance with Laws: The Vendor will, in the furnishing of goods and services under this Purchase Order, fully comply with all applicable federal, state and local laws, rules, regulations and ordinances.

21. Ethics in Public Contracting: The ethics in public contracting provisions of Sections 2.2-4367 through 2.2-4377 of the Code of Virginia are applicable to all contracts entered into by AlexRenew.

22. Choice of Law: This Purchase Order will be subject to and governed by the laws of the Commonwealth of Virginia. Unless otherwise provided herein, contractual claims, whether for

money or other relief, will be made and decided in accordance with Section 2.2-4363 of the Code of Virginia. Any dispute arising hereunder which is not otherwise resolved by the parties herein will be brought in a court of competent jurisdiction in the City of Alexandria, Virginia.

23. Subcontracts and Assignment: The Vendor will not assign any of the rights granted by this Purchase Order or delegate any of its duties under this Purchase Order without AlexRenew's prior written consent. The Vendor will not make any contract with any other person or entity for furnishing any Product or Service to AlexRenew without the written consent of AlexRenew.

24.No Forced or Indentured Child Labor—The use of forced or indentured child labor in performance of this Contract is prohibited. For the purposes of this Contract, "forced or indentured child labor" shall mean all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties. If the Contractor enters any subcontracts or purchase orders valued at more than \$10,000, the Contractor must include this prohibition in such subcontract(s) or purchase order(s)

25. Notices: All communications and notices provided for here from The Vendor to AlexRenew must be in writing, delivered personally or mailed first class, postage prepaid, to AlexRenew's Purchasing Department at AlexRenew's address listed on the Purchase Order .

26. Waiver: AlexRenew's failure to insist upon the performance of any or all of the terms, covenants or conditions of this Purchase Order or failure to exercise any rights or remedies hereunder will not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions, or of the future exercise of such rights or remedies unless otherwise provided for herein.

27. Severability: In the event that any one or more of the provisions contained in this Purchase Order will for any reason be held by a court of competent jurisdiction to be unenforceable in any respect, such holding will not affect any other provisions of this Purchase Order, and the Purchase Order will then be construed as if such unenforceable provisions are not a part hereof.

28. Prevailing Terms and Conditions: The Vendor acknowledges and agrees that the terms and conditions stated herein will control and prevail over any other conflicting terms and conditions the Vendor may present in connection with this Purchase Order. The Purchase Order, together with the Specifications, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written between the parties with respect to the subject matter hereof.