

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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