



PUBLIC-PRIVATE-PARTNERSHIP FOR THE DESIGN, CONSTRUCTION,
FINANCING, AND MAINTENANCE OF PRINCE GEORGE'S COUNTY PUBLIC
SCHOOLS BLUEPRINT SCHOOLS PHASE 2

REQUEST FOR PROPOSALS

RFP No. DCP001-23-RFP
Date of Issue: April 28, 2023



PGCPS Blueprint Schools Phase 2

SUMMARY OF KEY INFORMATION

RFP ISSUER	PRINCE GEORGE’S COUNTY PUBLIC SCHOOLS
RFP TITLE	PGCPS Blueprint Schools Phase 2
CONTACT PERSON	All communications relating to this procurement shall be in writing and directed to the PGCPS Representative at bpschools.phase2@pgcps.org . No telephone communications will be accepted.
RFP ISSUANCE	April 28, 2023
QUESTION SUBMISSION DEADLINE	June 27, 2023 (by 4:00 p.m. ET)
PROPOSAL SUBMISSION DEADLINE	July 14, 2023 (by 2:00 p.m. ET)
PROPOSALS SUBMISSION LOCATION	<ol style="list-style-type: none">Electronic Delivery: eMaryland Marketplace Advantage (“eMMA”)Two (2) Required USB Drives: Department of Capital Programs Procurement Office 13300 Old Marlboro Pike, Trailer 6 Upper Marlboro, MD 20722
DELIVERY HOURS	Physical deliveries shall be accepted at the Submission Location on Business Days from 8:30 a.m. to 4:00 p.m. Eastern Time. Deliveries will be accepted no later than 2:00 p.m. ET on the Proposal Submission Deadline date of July 14, 2023.

PGCPS Blueprint Schools Phase 2

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1. INTRODUCTION

1.1. Request for Proposals

Prince George’s County Public Schools (“**PGCPS**”) is issuing this Request for Proposals (“**RFP**”) to solicit competitive proposals (“**Proposals**”) from Shortlisted Respondents (as defined below) for the design, construction, financing, and maintenance of the PGCPS Blueprint Schools Phase 2 Schools (the “**Project**”). PGCPS aims to enter into a long-term agreement (the “**Project Agreement**”) with a single entity for delivery of the Project.

1.2. Dual-Stage Procurement Process

This RFP is being issued as the second phase of a dual-stage procurement process. The RFP Process, as defined in Section 3 (*RFP Process*), commences with the issuance of this RFP and will terminate upon the Effective Date of the Project Agreement or the date that PGCPS notifies the Shortlisted Respondents and Proposers (as defined below) that the procurement has been terminated, whichever occurs first.

The Shortlisted Respondents identified pursuant to RFQ No. DCP001-23 will receive this RFP. The RFP Process will consist of a design competition, development of a financial plan, negotiation of the Project Agreement and Exclusive Negotiating Agreement, and the submission of a Proposal. Shortlisted Respondents will complete conceptual designs as defined by this RFP and be required to participate in a series of one-on-one design, legal, and financial meetings with PGCPS prior to the submission of a Proposal. PGCPS will provide the Shortlisted Respondents with the opportunity to ask PGCPS questions in writing. PGCPS will negotiate Project Agreement and Exclusive Negotiating Agreement terms prior to submission of the Technical Proposal and Financial Proposal so that the terms of the Project Agreement and Exclusive Negotiating Agreement are substantially negotiated at the time PGCPS selects a Successful Proposer. Proposers shall provide committed costs for the design, construction, development, financing, and maintenance costs identified in Form F-8 (*Committed Predevelopment Costs*), Form F-9 (*Committed Design-Build Soft Costs*), and Form F-10 (*Committed Operations and Maintenance Costs Per Gross Square Foot*), with indicative costs provided for the design, construction, development, and maintenance costs identified in Form T-18 (*Hard Construction Cost Estimate Worksheet*) and Form T-19 (*Estimated Life Cycle Cost Breakdown*).

PGCPS will evaluate each Proposal in accordance with the evaluation criteria set forth in this RFP. Based on PGCPS’ evaluation, PGCPS will select the Successful Proposer to serve as the Developer.

Following selection of the Successful Proposer, PGCPS and such Successful Proposer will enter into an Exclusive Negotiating Agreement. The Exclusive Negotiating Period will include a design period in which the Successful Proposer will produce Construction Documents sufficient for construction pricing and the submission and receipt of comments from DPIE regarding Site Development Plans. Following advancement of design, and at a time defined in the Exclusive Negotiating Agreement, the Successful Proposer and PGCPS will finalize Hard Construction Costs and provide a fixed Design-Build Agreement Price. The process of setting the Design-Build Agreement Price will be an open book bidding process, as more specifically set forth in the Exclusive Negotiating Agreement. The Successful Proposer will determine Financing Costs once committed financing is secured after the award based on the Design-Build Agreement Price. Pending satisfaction of all conditions precedent identified in the Exclusive Negotiating Agreement, the Successful Proposer will enter into a Project Agreement with PGCPS.

1.3. Eligibility to Participate in this RFP

Pursuant to Request for Qualifications No. DCP001-23 issued by PGCPS on October 31, 2022 (as amended, the “**RFQ**”), the following entities are eligible to participate in this RFP (collectively, the “**Shortlisted Respondents**”):

1. Aspire Education Partners
2. PGC Education Collective
3. Prince George’s County Education & Community Partners

Only the Shortlisted Respondents, subject to any organizational changes permitted by this RFP, may submit a Proposal or otherwise participate in this RFP Process. Upon submitting a Proposal, each Shortlisted Respondent shall become a “Proposer”.

1.4. Comprehensive RFP

- (a) This RFP consists of the documents described below, as well any future modifications issued in the form of an Addenda:
 - (i) this RFP, including all Schedules, Forms, and attachments, attached hereto;
 - (ii) the form Project Agreement, including all exhibits attached thereto;
 - (iii) the form Exclusive Negotiating Agreement, including all exhibits attached thereto;
 - (iv) the Technical Requirements; and
 - (v) background documents.
- (b) For the purposes of this RFP, if there are any conflicts or inconsistencies among the terms and conditions of any of the documents comprising the RFP, the following shall apply:
 - (a) with respect to matters of interpretation related to the RFP Process, this main body of the RFP shall have precedence over the documents in any other part of the RFP, including the Schedules; and
 - (b) with respect to matters of interpretation related to the Project or the Project Agreement, the Project Agreement shall prevail over the documents in any other part of the RFP.

1.5. Definition of Terms

Capitalized terms in this RFP that are not defined in this Section have the meaning given in the Project Agreement. In this RFP:

“**Addenda**” means any supplemental additions, deletions, and modifications to the provisions of the RFP after its initial issuance.

“**Affordability Ceiling**” has the meaning set out in Section 2.7.2. (*Affordability Ceiling*) of this RFP.

“**Alternative Financing Authorities**” means, as applicable, those provisions in Section 126, Section 126.1, and Section 126.2 of Division II, Title 4, Subtitle 1 of the Education Article of the Annotated Code of Maryland.

“**Business Day(s)**” means Monday through Friday, inclusive, other than days on which the administrative offices of PGCPS are closed.

“**Commercial Close Deadline**” is defined in Section 6.1.1. (*Exclusive Negotiating Agreement and Commercial Close Deadline*) of this RFP.

“**Committed Design-Build Soft Costs**” means those costs committed by the Proposer through the submission of Proposal Form F-9 (*Committed Design-Build Soft Costs*). For clarity, all line items included in Form F-9 (*Committed Design-Build Soft Costs*) are considered Committed Design-Build Soft Costs.

“Committed Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee” means the maximum PGCPS-Paid Breakage Fee committed by the Proposer through the submission of Proposal Form F-5 (*Committed Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee*).

“Committed Maximum After-Tax Equity IRR” means the maximum equity IRR committed by the Proposer through the submission of Proposal Form F-4 (*Committed Maximum After-Tax Equity IRR*).

“Committed Minimum Percentage of Equity from MBE Equity Members” means the minimum percentage of the total project equity that will come from MBE Equity Members as committed by the Proposer through the submission of Proposal Form F-6 (*Committed Minimum Percentage of Equity from MBE Equity Members*).

“Committed Operations and Maintenance Costs Per Gross Square Foot” means those costs committed by the Proposer through the submission of Proposal Form F-10 (*Committed Operations and Maintenance Costs Per Gross Square Foot*). For clarity, all line items included in Form F-10 (*Committed Operations and Maintenance Costs Per Gross Square Foot*) are considered Committed Operations and Maintenance Costs Per Gross Square Foot.

“Committed Predevelopment Costs” means those costs committed by the Proposer through the submission of Proposal Form F-8 (*Committed Predevelopment Costs*). For clarity, all line items included in Form F-8 (*Committed Predevelopment Costs*) are considered Committed Predevelopment Costs.

“Conflict of Interest” is defined in Section 3.8.3. (*Definition of Conflicts of Interest*) of this RFP.

“Data Room” means the data room created by PGCPS to give Shortlisted Respondents access to select information related to the Project during the RFP Process.

“Deadline” means any applicable deadline set forth in Section 3.1. (*RFP Schedule*).

“Design-Build Agreement Price” means the lump sum price payable to the Design-Builder under the Design-Build Agreement for the performance of the Design-Build Work.

“Design-Builder” means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for the performance of engineering and construction work for the Project, including subcontracting, management, supervision and administration of the construction for the Project, as designated as the Lead General Contractor in the RFQ Response or duly approved by PGCPS under an Organizational Change.

“Design-Builder Member” means, where the Design-Builder is an incorporated or unincorporated joint venture, each member or joint venture partner in the Design-Builder.

“Developer” means the entity identified, or otherwise established, as the Successful Proposer to enter into the Project Agreement. The Developer shall design, build, finance, and maintain the Schools for the Term of the Project Agreement.

“Eligible Security Issuer” means a reputable financial institution authorized to issue bonds, letters of credit, or sureties in the State having either:

- (a) a long-term unsecured debt rating of at least (i) “A” by Standard & Poor’s Rating Services; (ii) “A” by Fitch, Inc., (iii) “A2” by Moody’s Investor Service, Inc., or (iv) “A” by DBRS, Inc.; or
- (b) a rating of at least “A-” and “Class VIII” from A.M. Best Company, Inc.

“Equity Member” means the members of a Proposer that will contribute shareholders’ equity to the Developer as part of the financing plan for the Project, including all MBE Equity Members.

“Execution Date” means the date the Project Agreement is executed by PGCPS and Developer.

“Exempt Material” means information exempt from disclosure under applicable law.

“Exclusive Negotiating Agreement” means the agreement to be executed by PGCPS and the Successful Proposer in the form of Proposal Form T-17 (*Form of Exclusive Negotiating Agreement*).

“Exclusive Negotiating Period” means that period of time commencing upon the execution date of the Exclusive Negotiating Agreement and expiring on the date of termination or expiration of the Exclusive Negotiating Agreement.

“Final Agreement Draft” means the draft Project Agreement included within the Final RFP.

“Final RFP” means the last version of this Request for Proposals document package, including any and all Addenda.

“Financial Capacity Information” means the information to be provided in accordance with Section 1.2.1. of Schedule C-1 (*Financial Proposal Submittal Requirements*).

“Financial Model” is defined in Section 1.7. of Schedule C-1 (*Financial Proposal Submittal Requirements*).

“Financial Proposal” is detailed in Schedule C-1 (*Financial Proposal Submittal Requirements*).

“Financial Proposal Checklist” means the checklist of Financial Proposal requirements, as described in Schedule A (*Summary and Checklist of Proposal Contents*).

“Financial Proposal Submission Letter” means a letter submitted by the Proposer with its Financial Proposal in the form of Form F-1 (*Financial Proposal Submission Letter*).

“Financial Proposal Score” is defined in Section 5.5.2. (*Financial Proposal Scoring*) of this RFP.

“Financing Costs” are defined as principal, interest, and distributions to equity, as well as financing fees (e.g. issuance costs, placement fees, LC fees, rating agency fees [if applicable] etc.) associated only with the debt and equity used to finance the Project.

“Financing Plan” is defined in Section 1.3. (*Financing Plan*) of Schedule C-1 (*Financial Proposal Submittal Requirements*).

“Fund” is defined in Section 2.1 (*Background*) of this RFP.

“Guarantor” means each parent company or other entity (in either case, if any) that is nominated by the Proposer that would support and guarantee the obligations of an Equity Member, Lead Architect or Lead Architect Member, Design-Builder or Design-Builder Member, Lead Services Provider, or Lead Services Provider Member.

“Hard Construction Costs” means those costs listed below. All other costs related to predevelopment, design, and construction shall be included in the Committed Predevelopment Costs and Committed Design-Build Soft Costs.

1. Design-Builder materials, supplies, and equipment either incorporated directly into the construction on the Project or required to accomplish a construction activity on the Project, including equipment rental or lease, transportation, and storage.
2. Design-Builder labor costs for personnel performing labor at the Project site directly related to the construction of the Project or required to accomplish a construction activity. General Conditions labor for on-site project supervision and management and off-site labor shall not be included.
3. Subcontractor costs for Design-Build Work on items directly related to and/or incorporated into the finished construction for the Project including the cost of completing punch list Design-Build Work. The term “subcontracts” includes purchase orders. No mark-up of subcontractor costs will be allowed.
4. Other Project related direct costs including construction insurance, bonds, taxes, permits, utilities, utility fees, third-party inspection & material testing, commissioning, and survey & layout services.
5. Required FF&E.

“**IAC**” is defined in Section 2.1 (*Background*) of this RFP.

“**Key Management Personnel**” means, collectively, the Proposer’s Registered Representative, the individual who will lead the Proposer team during the Exclusive Negotiating Period, the individual who will lead the Proposer team during the Design-Build Period, and the individual who will lead the Proposer team during the Services Period. An individual may perform more than one of these roles for a Proposer team.

“**Key Personnel**” means, collectively, 1) the Key Design-Build Personnel, the Key Management Personnel, and the Key Services Personnel identified in the RFQ Response and as amended in accordance with Section 3.7.2. (*Changes in Key Personnel Identified in an RFQ Response*) of the RFP; 2) the Key Management Personnel; and 3) the individuals identified in the Key Personnel – Construction and Key Personnel – Design sections of Schedule B-1 (*Technical Proposal Submittal Requirements*).

“**Lead Architect**” means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for the performance of design work for the Project, including subcontracting, management, supervision and administration of the design for the Project.

“**Lead Architect Member**” means, where the Lead Architect is an incorporated or unincorporated joint venture, each member or joint venture partner in the Lead Architect.

“**Lead Services Provider**” means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for life cycle maintenance of the Schools over the term of the Agreement, as designated in the RFQ Response or duly approved by PGCPS under an Organizational Change.

“**Lead Services Provider Member**” means where the Lead Maintenance Service Provider is an incorporated or unincorporated joint venture, each member or joint venturer in the Lead Maintenance Service Provider, as designated in the RFQ Response or duly approved by PGCPS under an Organizational Change.

“**Letter of Credit**” or “**LC**” is defined in Proposal Form T-7 (*Form of Exclusive Negotiating Period Successful Proposer-Paid Breakage Fee Letter of Credit*).

“**Major Participant**” means each of the following:

- a) each Equity Member, including each MBE Equity Member;
- b) if an Equity Member is an investment fund, the fund’s general partner(s);
- c) the Lead Architect;

- d) each Lead Architect Member;
- e) the Design-Builder;
- f) each Design-Builder Member;
- g) the Lead Services Provider;
- h) each Lead Services Provider Member (if any); and
- i) each Guarantor.

Any member of a Shortlisted Respondent team or a Proposer team who is not a Major Participant shall be considered a Subcontractor.

“MBE Equity” is defined in Section 2.5.7 (Minority Business Enterprise Equity) of this RFP.

“MBE Equity Member” means each member of the Proposer team that will contribute equity to the Project as part of such Proposer’s financing plan and that is 1) at least 51 percent owned and controlled by one or more minority person(s) and organized to engage in commercial transactions, 2) not a joint venture, and 3) certified no later than the Commercial Close Date. Minority person means a member of a socially or economically disadvantaged minority group which includes African American/Black (not of Hispanic origins), Asian American, Native American, Women, Hispanic, Physically and Mentally Disabled, and not-for-profit organized to promote the interests of the physically or mentally disabled individuals and those that are accredited by the Department of Education, Division of Rehabilitation (“DORS”), as Community Rehabilitation Programs (CRP).

“Non-Collusion Certificate” means the statement by the Proposer contained in Form T-12 (*Non-Collusion Certificate*).

“One-on-One Meetings” is defined in Section 3.6. (*One-on-One Meetings*) of this RFP.

“Organizational Change” has the meaning set forth in Section 3.7. (*Changes in Shortlisted Respondents or Proposer’s Organization and Key Personnel*) of this RFP.

“Owner Activities” means activities conducted by PGCPS during the Design-Build Period, including design reviews and moves.

“Personally Identifiable Information” (or **“PII”**) has the meaning set forth in Section 7.10.1 (*Personally Identifiable Information*) of this RFP.

“PGCPS Representative” is defined in Section 3.3.1. (*PGCPS Representative*) of this RFP.

“Phase 2 Task Force” is defined in Section 2.1 (*Background*) of this RFP.

“Phase 2 Work Group” is defined in Section 2.1 (*Background*) of this RFP.

“Project Agreement” (or **“Agreement”**) means the contract to be entered into between PGCPS and Developer for the design, build, finance, and maintenance of the Project upon the successful completion of this RFP Process.

“Project Services” means, collectively, the Design-Build Work and the Services.

“Proposal” is defined in Section 1.1. (*Request for Proposals*) of this RFP.

“Proposal Submission Deadline” means the date by which the Proposal must be submitted, as indicated in Section 3.1. (*RFP Schedule*) of this RFP.

“Proposal Validity Period” is defined in Section 4.6.2. (*Proposal Validity Period*) of this RFP.

“Proposer” or **“Proposers”** is defined in Section 1.3. (Eligibility to Participate in this RFP) of this RFP.

“Restricted Contact Period” means the period from issuance of the RFP to the earliest of:

- (a) execution of the Project Agreement;
- (b) PGCPS notifying each Proposer that it will not accept any of the Proposals;
- (c) PGCPS notifying each Shortlisted Respondent or Proposer that it has cancelled the procurement; or
- (d) with respect to a Shortlisted Respondent or Proposer, such Shortlisted Respondent or Proposer being informed in writing by PGCPS that it has been disqualified or is otherwise considered removed from further involvement in the RFP Process.

“RFP Process” means the procurement process to select a Successful Proposer to deliver the Project, as outlined in Section 3 (*RFP Process*).

“RFP Schedule” means the schedule of the RFP Process set forth in Section 3.1. (*RFP Schedule*), as amended.

“RFQ Response” is each Shortlisted Respondent or Proposer’s RFQ Response delivered in response to RFQ No. DCP001-23.

“School Users” means PGCPS, PGCPS representatives, employees, or agents, students, teachers, volunteers, and visitors using or present at Schools.

“Selection Committee” means the committee established by PGCPS to evaluate the Proposals and make a recommendation as to the Successful Proposer as described in Section 5.3. (*Selection Committee and Approvals*) of this RFP.

“Shortlisted Respondent” or **“Shortlisted Respondents”** is defined in Section 1.3 (Eligibility to Participate in this RFP) of this RFP.

“Shortlisted Respondent / Proposer Registered Representative” is defined in Section 3.3.2. (Shortlisted Respondent / Proposer Registered Representative) of this RFP.

“Stakeholders” is defined in Section 3.3(b)(v) (*Stakeholders*) of this RFP.

“Subcontractor” means any subcontractor identified in and evaluated as a part of the Proposer’s RFQ Response (and which is not otherwise captured by the definition of Major Participant).

“Successful Proposer” means the Proposer selected by the Selection Committee to perform the Project Services in accordance with the RFP.

“Successful Proposer Selection” means a determination by PGCPS of the Successful Proposer in accordance with the RFP.

“Technical Proposal” is defined in Section 4.3.3. (*Technical Proposal*) and Schedule B-1 (*Technical Proposal Submittal Requirements*) of this RFP.

“Technical Proposal Checklist” means the checklist of Technical Proposal requirements, as described in Schedule A (*Summary and Checklist of Proposed Content*) of this RFP.

“Technical Proposal Submission Letter” means a letter submitted by the Proposer with its Technical Proposal in the form of Form T-1 (*Technical Proposal Submission Letter*).

“Technical Proposal Score” is defined in Section 5.5.1. (*Technical Proposal Scoring*) of this RFP, and further detailed in Schedule B-2 (*Technical Proposal Evaluation Criteria*).

“Technical Requirements” means, collectively, the following documents found in the Data Room:

- (a) New Brandywine Area K-8 School
 - i. Program
 - ii. Room Data Sheets
 - iii. Education Specifications
 - iv. Performance Specifications
 - v. Site Test Fit
 - vi. Site Boundary Survey, Topography, & Site Utilities
 - vii. Preliminary Geotechnical Report / Borings
 - viii. Traffic Study
 - ix. Fire Flow Data
 - x. Phase I Environmental Study
 - xi. Hazardous Material Survey
 - xii. Title Search
 - xiii. Required FF&E
 - xiv. Existing Facility Construction Documents (as available)
- (b) New Fairwood Elementary School
 - i. Program
 - ii. Room Data Sheets
 - iii. Education Specifications
 - iv. Performance Specifications
 - v. Site Test Fit
 - vi. Site Boundary Survey, Topography, & Site Utilities
 - vii. Preliminary Geotechnical Report / Borings
 - viii. Traffic Study
 - ix. Fire Flow Data
 - x. Phase I Environmental Study
 - xi. Title Search
 - xii. Required FF&E
 - xiii. Existing Facility Construction Documents (as available)
- (c) New Hyattsville Elementary School
 - i. Program
 - ii. Room Data Sheets
 - iii. Education Specifications
 - iv. Performance Specifications
 - v. Site Test Fit
 - vi. Site Boundary Survey, Topography, & Site Utilities
 - vii. Preliminary Geotechnical Report / Borings

- viii. Traffic Study
 - ix. Fire Flow Data
 - x. Phase I Environmental Study
 - xi. Hazardous Material Survey
 - xii. Title Search
 - xiii. Required FF&E
 - xiv. Existing Facility Construction Documents (as available)
- (d) New James E. Duckworth Elementary School
- i. Program
 - ii. Room Data Sheets
 - iii. Education Specifications
 - iv. Performance Specifications
 - v. Site Test Fit
 - vi. Site Boundary Survey, Topography, & Site Utilities
 - vii. Preliminary Geotechnical Report / Borings
 - viii. Traffic Study
 - ix. Fire Flow Data
 - x. Phase I Environmental Study
 - xi. Hazardous Material Survey
 - xii. Title Search
 - xiii. Required FF&E
 - xiv. Existing Facility Construction Documents (as available)
- (e) New Margaret Brent Elementary School
- i. Program
 - ii. Room Data Sheets
 - iii. Education Specifications
 - iv. Performance Specifications
 - v. Site Test Fit
 - vi. Site Boundary Survey, Topography, & Site Utilities
 - vii. Preliminary Geotechnical Report / Borings
 - viii. Traffic Study
 - ix. Fire Flow Data
 - x. Phase I Environmental Study
 - xi. Title Search
 - xii. Required FF&E
 - xiii. Existing Facility Construction Documents (as available)
- (f) New Robert Frost Area K-8 School
- i. Program
 - ii. Room Data Sheets
 - iii. Education Specifications
 - iv. Performance Specifications
 - v. Site Test Fit
 - vi. Site Boundary Survey, Topography, & Site Utilities
 - vii. Preliminary Geotechnical Report / Borings
 - viii. Traffic Study
 - ix. Fire Flow Data
 - x. Phase I Environmental Study
 - xi. Hazardous Material Survey

- xii. Title Search
- xiii. Required FF&E
- xiv. Existing Facility Construction Documents (as available)
- (g) New Springhill Lake Elementary School
 - i. Program
 - ii. Room Data Sheets
 - iii. Education Specifications
 - iv. Performance Specifications
 - v. Site Test Fit
 - vi. Site Boundary Survey, Topography, & Site Utilities
 - vii. Preliminary Geotechnical Report / Borings
 - viii. Traffic Study
 - ix. Fire Flow Data
 - x. Phase I Environmental Study
 - xi. Hazardous Material Survey
 - xii. Title Search
 - xiii. Required FF&E
 - xiv. Existing Facility Construction Documents (as available)
- (h) New Templeton Elementary School
 - i. Program
 - ii. Room Data Sheets
 - iii. Education Specifications
 - iv. Performance Specifications
 - v. Site Test Fit
 - vi. Site Boundary Survey, Topography, & Site Utilities
 - vii. Preliminary Geotechnical Report / Borings
 - viii. Traffic Study
 - ix. Fire Flow Data
 - x. Phase I Environmental Study
 - xi. Hazardous Material Survey
 - xii. Title Search
 - xiii. Required FF&E
 - xiv. Existing Facility Construction Documents (as available)
- (i) Brandywine Elementary School (Off-site Demolition)
 - i. Phase I Environmental Study
 - ii. Hazardous Material Survey
 - iii. Existing Facility Construction Documents (as available)
- (j) Carrollton Elementary School (Off-Site Demolition)
 - i. Phase I Environmental Study
 - ii. Hazardous Material Survey
 - iii. Existing Facility Construction Documents (as available)
- (k) Charles Carroll Middle School (Off-site Demolition)
 - i. Phase I Environmental Study
 - ii. Hazardous Material Survey
 - iii. Existing Facility Construction Documents (as available)
- (l) Glenridge Elementary School
 - i. Phase I Environmental Study
 - ii. Hazardous Material Survey

- iii. Existing Facility Construction Documents (as available)
- (m) Woodmore Elementary School (Off-site Demolition)
 - i. Phase I Environmental Study
 - ii. Hazardous Material Survey
 - iii. Existing Facility Construction Documents (as available)

1.6. Interpretation

In this RFP:

- a) Any action, decision, determination, consent, approval, and any other thing to be performed, made, or exercised by or on behalf of PGCPS, including the exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, absolute, and unfettered discretion of PGCPS.
- b) The use of headings is for convenience only, and headings are not to be used in the interpretation of this RFP.
- c) A reference to a Section, Appendix, Schedule, or Exhibit, unless otherwise indicated, is a reference to a section, appendix, schedule, or exhibit of this RFP.
- d) Words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- e) The word “including” when used in this RFP is not to be read as limiting.
- f) Each appendix attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

2. PROJECT OVERVIEW

2.1. Background

- a) Section 126 and Section 126.1 of the Alternative Financing Authorities permit county boards of education to use “alternative financing methods” in order to “finance or to speed delivery of, transfer risk of, or otherwise enhance the delivery of public-school construction,” including through the use of public-private partnership agreements.
- b) PGCPS continues to build upon the success of Phase I of the Blueprint schools and has approved the FY 2023 Educational Facilities Master Plan (“**EFMP**”), to address these critical infrastructure needs and foster a new era in the way Prince George’s County Public Schools plans for the future. The EFMP now includes a comprehensive school by school schedule for modernizing more than 133 schools, constructing new schools, reorganizing sixth grade to middle schools, and conducting planning studies to consider boundary changes and consolidations. The most recent update to the approved FY 2023 EFMP can be found at:
<https://offices.pgcps.org/capital-programs/capital-programs/cards/Educational-Facilities-Master-Plan/>
- c) On November 9, 2021, the County Council of Prince George’s County, Maryland (“**County Council**”), approved Resolution No. CR-131-2021 for the purpose of supporting and encouraging the creation of a collaboration work group to explore the Phase 2 Blueprint Schools Project (the “**Phase 2 Work Group**”) and the establishment of a task force that will be responsible for selecting the proposed schools for the Phase 2 Blueprint Schools Project and making such a recommendation to PGCPS (the “**Phase 2 Task Force**”).
- d) PGCPS, with the support of the other members of the Phase 2 Work Group and the Phase 2 Task Force, initiated a dual-stage procurement process with the issuance of Request for Qualifications No. DCP001-23, Public-Private Partnership for the Design, Construction, Financing and Maintenance of Prince George’s County Public Schools Blueprint Schools Phase 2 on October 31, 2022 (as amended, the “**RFQ**”). The RFQ process resulted in the selection of the Shortlisted Respondents identified in Section 1.3. (*Eligibility to Participate in this RFP*) of this RFP.
- e) On September 22, 2022, the Board approved six schools included in the Blueprint Schools Phase 2 Package. On April 27, 2023, the Board approved the final two schools included in the Blueprint Schools Phase 2 Package, bringing the total number of Schools to eight (8).
- f) On November 10, 2022, the Board approved the Blueprint Schools Phase 2 Education Specifications for the Schools.
- g) PGCPS is issuing this RFP to the Shortlisted Respondents for the design, construction, financing, operation and maintenance of the PGCPS Blueprint Schools Phase 2, in accordance with the requirements of this RFP.
- h) In advancement of the Project, and in accordance with the requirements of the Alternative Financing Authorities, a draft *Memorandum of Understanding with Respect to the Public-Private Partnership for the Design, Construction, Financing, and Maintenance of Prince George’s County Public Schools Alternative Construction Financing Package 2* (the “**MOU**”) is being discussed among PGCPS, the County, the Interagency Commission on School Construction (“**IAC**”), and the Maryland Stadium Authority (“**MSA**”). The MOU will define the roles and responsibilities of each party as it pertains to the PGCPS Blueprint Schools Phase 2 Project. The MOU will also set forth the funding obligations of each of the Parties, including an expected contribution of Twenty-Seven Million (\$27,000,000) per year for a term of thirty (30) years from the State. It is expected that the MOU will be executed by the parties in Fall 2023.

2.2. Objectives

Specific objectives for the Project include the following:

- a) Accelerate delivery of critical school facilities by leveraging out-year funding and transferring schedule risk, thereby addressing the County's school construction backlog and advancing the EFMP;
- b) Create a positive educational environment for students and staff, ensuring that the Schools are maintained at prescribed standards throughout the Term of the Project Agreement and will have a useful life significantly longer than the Term of the Project Agreement;
- c) Achieve cost-effectiveness and economies of scale by bundling multiple schools into a single package and by integrating design and construction with life cycle maintenance;
- d) Establish greater security around cost and schedule, as a result of involving at-risk private capital;
- e) Attain greater budget certainty and predictability by aligning payments with the performance of the Schools over the Term of the Project Agreement;
- f) Leverage the Project for the benefit of public education, as well as for the community, by linking the Project Agreement to other community benefits, such as workforce development, mentor-protégé programs, apprenticeship programs, MBE/CBB set-asides, etc.;
- g) Enhance transparency and accountability through the disclosure of targeted performance standards, independent monitoring, and financial disclosures;
- h) Allow PGCPS to retain public ownership of all Schools and control of critical matters, such as design parameters and output standards; and
- i) Reduce carbon footprint from PGCPS buildings in accordance with the Climate Change Action Plan ("CCAP") Priority Recommendations approved by the Board in April 2022.

2.3. Schedule

In accordance with the requirements of this Section 2.3. and the Technical Proposal Submittal Requirements in Section 1.3. of Schedule B-1, Proposers are required to propose a Scheduled School Occupancy Readiness Date for each School. Any Proposal proposing a Scheduled School Occupancy Readiness Date that differs from the requirements of this Section 2.3. shall be deemed non-responsive and rejected by PGCPS.

THE SCHEDULED SCHOOL OCCUPANCY READINESS DATE MUST BE JULY 15, 2026 FOR THE FOLLOWING SCHOOLS (GROUP A):

- Margaret Brent Elementary School
- Templeton Elementary School

THE SCHEDULED SCHOOL OCCUPANCY READINESS DATE MUST BE JULY 15, 2027 (GROUP B) FOR THE FOLLOWING SCHOOLS:

- James E. Duckworth Elementary School
- Fairwood Elementary School
- Brandywine Area K-8 School
- Robert Frost Area K-8 School

THE SCHEDULED SCHOOL OCCUPANCY READINESS DATE MUST BE JULY 15, 2028 (GROUP C) FOR THE FOLLOWING SCHOOLS:

- Hyattsville Elementary School
- Springhill Lake Elementary School

To achieve School Occupancy Readiness, the School Occupancy Readiness Conditions in Section 10.2.1 of the Project Agreement must be satisfied. So long as Developer diligently prosecutes to completion, Developer may complete the Athletic Fields at Brandywine Area K-8 School within eleven (11) months following the School Occupancy Readiness Date and may demolish the existing Gwynn Park Middle School, Brandywine Elementary School, Charles Carroll Middle School, Carrollton Elementary School, Woodmore Elementary School, and Glenridge Elementary School within eleven (11) months following the applicable School Occupancy Readiness Date as more specifically set forth in the Project Agreement; all other Design-Build Work, including Demolition Work, must be completed in order to achieve School Occupancy Readiness in accordance with the terms of the Project Agreement.

2.4. Project Description

PGCPS, with financial support from the County and the State, aspires to use a Design-Build-Finance-Maintain (“**DBFM**”) structure to deliver a package of eight (8) schools in the timeliest and most cost-effective manner possible.

2.4.1. Blueprint Schools Phase 2 Package of Schools

The Project is comprised of a bundle of eight (8) schools (the “**Schools**”) located throughout Prince George’s County, Maryland (the “**County**”). Table 2.4.1. provides basic information about each School:

Table 2.4.1.: PGCPS Blueprint Schools Phase 2 Schools Package

	School	Site Location	Scope	As-Built Enrollment Capacity	Specialty Programs	Estimated Square Feet	Description
1	Brandywine Area K-8 School	8000 Dyson Road, Brandywine, MD 20613	New Construction and Demolition	1,544	CRI Special Education Program	200,610	Demolition of the existing Gwynn Park Middle School and construction of new Brandywine K-8 School. Demolition of off-site Brandywine Elementary School. The Expected Site Availability Date is August 15, 2024. Students will remain in the existing school during construction.
2	Fairwood Elementary School	13250 Fairwood Pkwy Bowie, MD 20720	New Construction and Demolition	627	General Special Education Program	83,195	New construction of the new Fairwood Elementary School on site. Demolition of off-site Woodmore Elementary School. The Expected Site Availability Date is August 15, 2024. Students will not be present in the existing school during construction.
3	Hyattsville Elementary School	5311 43 rd Avenue, Hyattsville, MD 20781	New Construction and Demolition	650	General Special Education Program	83,195	Demolition of the existing Hyattsville Elementary School and construction of new Hyattsville Elementary School. The Expected Site Availability Date is August 15, 2024. Students will not be present in the existing school during construction.
4	James E. Duckworth Elementary School	11201 Evans Trail, Beltsville, MD 20705	New Construction and Demolition	893	Regional Special Education Program	95,067	Demolition of the existing James E. Duckworth Elementary School and construction of new James E. Duckworth Elementary School. The Expected Site Availability Date is August

							15, 2024. Students will not be present in the existing school during construction.
5	Margaret Brent Elementary School	5816 Lamont Terrace, New Carrollton, MD 20784	New Construction and Demolition	883	CRI Special Education Program	102,711	New construction of the Margaret Brent Elementary School on existing site. Demolition of off-site Glenridge Elementary School. The Expected Site Availability Date is August 15, 2024. Students will not be present in the existing school during construction.
6	Robert Frost Area K-8 School	6419 85 th Avenue, New Carrollton, MD 20784	New Construction and Demolition	1,995	Regional Special Education Program	248,098	Demolition of the existing Robert Frost Elementary School and construction of new Robert Frost Area K-8 School. Demolition of off-site Charles Carroll Middle School and Carrollton Elementary School. The Expected Site Availability Date is August 15, 2024. Students will not be present in the existing school during construction.
7	Springhill Lake Elementary School	6060 Springhill Dr, Greenbelt, MD 20770	New Construction and Demolition	883	CRI Special Education Program	102,711	Demolition of the existing Elementary School and construction of new Springhill Lake Elementary School. Site Availability Date is August 15, 2026. Students will not be present in the existing school during construction.
8	Templeton Elementary School	6001 Carters Lane, Riverdale Park, MD 20737	New Construction and Demolition	851	Autism Program	102,837	Demolition of the existing Templeton Elementary School and construction of new Templeton Elementary School. The Expected Site Availability Date is August 15, 2024. Students will not be present in the existing school during construction.

2.5. Key Project Elements

The Developer shall be responsible for performing the Design-Build Work and the Services in accordance with the terms and conditions of the Project Agreement.

2.5.1. School Sites

All Sites are located within the County. For the duration of the Term of the Project Agreement, the Sites will be owned by, or leased to, PGCPS, and PGCPS will own all Schools. PGCPS is in the process of purchasing additional land adjacent to the current school sites to accommodate the new Margaret Brent Elementary School and the new Robert Frost Area K-8 School. Both parcels of additional land will be purchased from the City of New Carrollton. The sale of each parcel will require formal approval by the New Carrollton City Council.

a) Zoning

All Sites are zoned for schools. A copy of the applicable zoning bylaw is available in the Data Room.

b) Site Investigations

The following information is being made available in the Data Room for each Site:

- (1) Site Boundary Survey;
- (2) Topography and Existing Utilities;
- (3) Preliminary Geotechnical Report and Borings;
- (4) Environmental Phase I ESA;
- (5) Hazardous Material Survey;
- (6) Traffic Study;
- (7) Fire Flow Report;
- (8) Title Reports and Legal Survey; and
- (9) Existing Construction Documents as available.

Other materials that become available throughout the RFP Process will be uploaded to the Data Room.

2.5.2. Design and Construction

The Developer shall be responsible for all aspects of the design and construction of the Schools in accordance with the Project Agreement, including the Technical Requirements.

At a high level, the Developer shall be responsible for performing the following tasks in accordance with the requirements of the Project Agreement:

- a) Obtaining necessary permits, approvals, and authorizations;
- b) Site preparations to accommodate the Project;
- c) Community outreach and coordination with PGCPS on School designs and aesthetics, including consultation with PGCPS identified project planning committees at each Site;

- d) All design and construction obligations according to the requirements set forth in the Project Agreement;
- e) The connection of utilities and other site services as set forth in the Project Agreement;
- f) Design, provision, and installation of all Maintained Elements and Moveable FF&E in accordance with the Project Agreement;
- g) Commissioning Tests and Commissioning of each of the Schools; and
- h) Obtaining a School Occupancy Readiness Certificate for each of the Schools.

Proposers shall develop a master Project Schedule which includes Scheduled School Occupancy Readiness Dates for each School consistent with the requirements of Section 2.3. (*Schedule*).

The Project Agreement sets forth certain minimum performance-based standards with which the Developer must comply. PGCPS encourages innovation in the development of Technical Proposals that are consistent with all requirements of the Technical Requirements.

2.5.3. Maintained Elements and Moveable FF&E

The Developer shall be responsible for procuring and for designing the Schools to accommodate the delivery, installation, operation, repair, and maintenance of all furniture, fixtures, and equipment required as part of the Schools operations, or for the intended uses of the Schools, in accordance with the Project Agreement. Such equipment shall be comprised of the Moveable FF&E, to be maintained by PGCPS, and the Maintained Elements to be maintained by Developer. A list of Required FF&E is included in the Data Room. Moveable FF&E shall be deemed to be part of the Project only to the extent of Developer's obligation to design, select, after due consideration of PGCPS' input, purchase, deliver, and install such Moveable FF&E.

2.5.4. Services

The Developer shall be responsible for providing Services over the Term of the Project Agreement at the performance levels set forth in the Project Agreement. Performance shortfalls may be subject to Deductions, in accordance with the terms of the Project Agreement.

2.5.5. Handback Requirements

The Developer shall be responsible for ensuring that, upon the Expiration Date of the Project Agreement, the Project meets the Handback Requirements set forth in the Project Agreement.

2.5.6. Committed Financing

- a) No Recourse

The Developer shall be solely responsible for obtaining and repaying all private financing necessary for the Project at its own cost and risk and without recourse to PGCPS, the County, or the State. All debt or other obligations issued or incurred by the Developer in connection with the Project Agreement shall be issued or incurred only in the name of the Developer or, if applicable, a Conduit Issuer. Neither PGCPS, nor the County or the State, shall have any obligation to pay debt service on any such debt or other obligations, or to join in, execute or guarantee any note or other evidence of indebtedness of the Developer.

b) Financing Plan

The Financing Plan incorporated in a Proposal shall comprise a detailed narrative around the anticipated sources of financing and the approach to securing financing and adhering to the Affordability Ceiling. The Financing Plan requirements are set forth in Section 1.3. of Schedule C-1 of this RFP.

2.5.7. Minority Business Enterprise Equity (“MBE Equity”)

The Developer shall partner with one or more MBEs to invest equity equivalent to no less than 20% of the overall equity in the Project. PGCPS strives to provide a fair and level playing field for MBEs by providing an opportunity for underrepresented entities to participate in the Project. On Form F-6 (*Committed Minimum Percentage of Equity from MBE Equity Members*), Proposers must submit a committed minimum percentage of the overall equity in the Project that will come from MBE Equity Members.

2.5.8. Community Equity Investment Program

The Developer shall facilitate and utilize a Prince George’s County resident equity program (“**Community Equity Investment Program**”) which allows residents of Prince George’s County to invest in the Project at an aggregate level of 10% of the overall equity in the Project. The Community Equity Investment Program aims to provide local residents and businesses access to investment opportunities in the Project. The program requires that the Developer allow individual accredited and unaccredited residents of Prince George’s County and small businesses registered within Prince George’s County to invest in the Project Special Purpose Vehicle (“**SPV**”) established to finance the Project. Offering of the securities will be sold to the community investors pursuant to applicable securities laws, such as Regulation Crowdfunding (“**Reg CF**”), where unaccredited investors are allowed to purchase securities through online platforms. If the full 10% cannot be raised through the public offering, the remaining amount must be offered to the MBE Equity Members as additional equity investment in the Project. If the MBE Equity Members cannot fund the remaining amount, the other Equity Members may then contribute additional equity to fulfill the remaining Community Equity Investment Program equity requirement for the Project.

The terms of the investment will be determined by the Developer, however the risk / return profile and associated yield on investment shall not be lower than any other financing source described in the Financing Plan.

The terms of the Community Equity Investment Program shall be discussed in One-on-One meetings during the RFP Process, and PGCPS plans to provide guidance and reserves the right to refuse Community Equity Investment Program ideas presented by Proposers during One-on-One Meetings. Any Community Equity Investment Program ideas refused during these One-on-One Meetings shall be excluded from the Financing Plan.

2.5.9. Community Benefit Program

PGCPS is committed to leveraging the Project to expand opportunities and improve the quality of life for people who live and work in the County. To this end, the Developer shall provide a Community Benefit Program to support and invest in community services and amenities, local community benefits, such as mentor-protégé programs, apprenticeship programs, scholarships, workforce development, student education, etc. Each Proposer shall submit its proposed Community Benefit Program, which will be evaluated and scored by the Selection Committee in accordance with this RFP. Proposers are encouraged to be creative with respect to the Community Benefit Program designed and provide impact to both

students and County residents that are not affiliated with the Schools throughout the life of the Project. At a minimum, Community Benefit Programs should include apprenticeship programs. Community Benefit Programs should have a component that directly impacts students and a component that benefits the community at large. The proposed Community Benefit Program of the Successful Proposer will be incorporated into the Project Agreement as a Developer obligation.

2.6. Payment Mechanism & Developer Compensation

The Developer will be paid subject to and in accordance with the terms of Project Agreement.

2.6.1. Milestone Payment

The Developer shall be responsible for providing all construction financing during the Design-Build Period. PGCPS will pay to the Developer, in accordance with the terms and conditions of the Project Agreement, a Milestone Payment in the amount of Eleven Million Two Hundred Fifty Thousand Dollars (\$11,250,000.00) per School following each School Occupancy Readiness Date. The Milestone Payments are intended to amortize a portion of the Developer’s Project financing. The balance of the Project financing will be imputed into the Availability Payment made to the Developer over the Term of the Project Agreement.

2.6.2. Availability Payments

As further described in Exhibit X-1 of the Project Agreement, PGCPS will make, through an Escrow Account, Availability Payments to the Developer that include both a capital component and a services component. Availability Payments shall be subject to Deductions for performance failures, as detailed in Exhibit X-2 of the Project Agreement.

In general terms, the Availability Payment shall be calculated in accordance with the following formula:

$$AP = (\sum SAP) - CO \pm (DC \pm EI)$$

Whereby,

- AP = Availability Payment
- SAP = School Availability Payment
- CO = Carry Over
- DC = Deductions Credit
- EI = Extraordinary Items

Whereby,

$$SAP = (SCC + SSC)$$

Whereby,

- SCC = School Capital Charge
- SSC = School Services Charge

Each component of the Availability Payment is further detailed in the Project Agreement.

The SC shall be escalated for inflation. Indexation for the SC shall be based on CPI-U Washington-Arlington-Alexandria, DC-VA-MD-WV (BLS Series ID: CUURS35ASA0).

2.7. Funding and Affordability

2.7.1. Funding Sources

Any Availability Payments will be paid to Developer by an Escrow Agent from an Escrow Account pursuant to the Escrow Agreement that will be executed by PGCPS, the Developer, and the Escrow Agent prior to the Execution Date. In accordance with the MOU that is anticipated to be executed by PGCPS, the County, and the State, PGCPS expects to deposit funds contributed by PGCPS, the County, and the State in advance of any obligations becoming due to pay the Developer under the Project Agreement.

2.7.2. Affordability Ceiling

A key objective of this Project is to deliver the Project scope within certain budget limits. PGCPS has established an affordability ceiling ("**Affordability Ceiling**") for the Project of up to Sixty-Two Million Dollars (\$62,000,000.00) for the total maximum Availability Payment during the first Contract Year that Project Readiness is achieved (disregarding the impact of pro-rata calculations of the first Billing Period). For clarity, while this represents PGCPS' Affordability Ceiling for the Project, Proposals with Indicative Availability Payment in the First Contract Year After Project Readiness (Section C of Proposal Form F-7 (*Non-Committed Financial Proposal Information*)) above the amount stated in this Section 2.7.2. will not be deemed non-responsive on this basis.

2.8. MBE/CBB Subcontracting

PGCPS is committed to creating a competitive and balanced economic environment by ensuring non-discrimination and equal opportunity in the procurement of goods and services, as well as community growth through local business opportunities. The goal of PGCPS is to promote the growth and success of minority and county-based businesses and to increase the percentage of PGCPS procurement dollars flowing to minority and local businesses. Contractors and subcontractors who are a party to the Project Agreement may include businesses certified by the Maryland Department of Transportation (MDOT), Prince George's County Supplier Development and Diversity Division (SDDD), or Washington Metropolitan Area Transit Authority (WMATA).

- a) To this end, the Developer shall be required to cause at least thirty-five percent (35%) of the Total Contract Value in connection with the Project to be incurred pursuant to contracts with certified Minority Business Enterprises ("**MBEs**") and County Based Businesses ("**CBBs**"), which must be allocated as followed: (a) a minimum of eight percent (8%) of the Total Contract Value to be incurred pursuant to contracts with African-American-owned businesses, (b) a minimum of eleven percent (11%) pursuant to contracts with Women-owned businesses, and (c) a minimum of twelve percent (12%) pursuant to contracts with CBBs. Additional details with respect to these requirements are included within Section 4.7 of the Project Agreement.

Proposers shall submit its proposed MBE and CBB Subcontracting Plan in accordance with Section 1.2.4. and 1.2.5. of Schedule B-1 of this RFP, which will be incorporated as an exhibit to the Project Agreement. Pursuant to the terms of the Project Agreement, the Developer shall be required to meet stipulated Minimum Priority Subcontracting Requirements and shall provide regular compliance reports over the Term of the Project Agreement.

Pursuant to State Law HB 389 and SB 611, prime contractors are prohibited by law from including a certified MBE in a bid or proposal without requesting, receiving, or obtaining the MBE's authorization. The contractor must also use the MBE's services to perform the contract. In addition, the contractor may

not pay the MBE solely for the use of its name in the bid or proposal. Proposers may be prosecuted if they fail to comply with the law. PGCPS is required under the law to report the violation.

2.9. Insurance

The Developer will be required to obtain and maintain all Required Insurance in accordance with the Project Agreement. Additional detail with respect to the Required Insurance, as well as any associated forms required for submission with the Proposal, will be included in an Addendum to this RFP.

2.10. Independent Vendor

The Developer will be furnishing its goods and/or services as an independent vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.

2.11. Government Approvals

The Developer shall obtain and maintain, at its sole expense, any Government Approvals required under Applicable Law for its development and operation of the Project and shall pay all fees, costs, and charges due in connection therewith as required by the Project Agreement.

2.12. Wage Requirements

In accordance with PGCPS policy, and the Project Agreement, wages paid on this Project will be subject to the prevailing wage rates issued by the State of Maryland, Department of Labor, Licensing and Regulation pursuant to the authority of the Commission of Labor and Industry given under State Financial and Procurement Article, Section 17-209, Annotated Code of Maryland.

3. RFP PROCESS

3.1. RFP Schedule

The following table summarizes the anticipated RFP Schedule for the Project:

Activity	Date
Issue RFP	April 28, 2023
Site Visits	May 4-5, 2023
First One-on-One Meetings – Virtual, Half-day Sessions	May 10-11, 2023
Black-Line Markup and Comments First Submission Deadline	May 17, 2023
Issue Response to Black-Line Markup and Comments First Submission	May 24, 2023
Second One-on-One Meetings – In-person, Full-day Sessions	May 31-June 2, 2023
Black-Line Markup and Comments Second Submission Deadline	June 7, 2023
Issue Response to Black-Line Markup and Comments Second Submission	June 14, 2023
Third One-on-One Meetings – virtual, half-day sessions	June 20-21, 2023
Black-Line Markup and Comments Third Submission Deadline #3	June 23, 2023
Question Submission Deadline	June 27, 2023
Issue Final RFP	June 30, 2023
Benchmark Interest Rate Setting Date	June 30, 2023
Proposal Submission Deadline	July 14, 2023 (by 2 p.m. EDT)
Interviews - Virtual	July 28, 2023
Selection of Successful Proposer and Issue Notice of Intent to Award	September 5, 2023
Board of Education Approval of Award and Execution of Exclusive Negotiating Agreement	First Board Meeting in September 2023 (Board Date TBD)
Submit Site Development Plans	January 8, 2024
Submit Design Development Package	January 29, 2024
Submit Design-Build Agreement Price	April 11, 2024
Execution Date of the Project Agreement (Commercial Close)	No later than May 31, 2024
Effective Date of the Project Agreement (Financial Close)	No later than June 30, 2024

PGCPS reserves the right to modify or amend this timeline as it deems, in its sole discretion, convenient or necessary.

To the extent one of the above dates does not fall on a Business Day (i.e., PGCPS administrative offices are closed unexpectedly due to snow), the deadline shall automatically be extended until the next Business Day.

3.2. RFP Compliance

Shortlisted Respondents and Proposers must comply, and must ensure that each Major Participant complies, with this RFP throughout the RFP Process. Failure by a Shortlisted Respondent, a Proposer, or a Major Participant to comply with any of the terms of this RFP may result in disqualification of such Shortlisted Respondent, such Proposer, such Major Participant, or all such parties from the RFP Process.

3.3. Communication Protocols

3.3.1. PGCPS Representative

- (a) Shortlisted Respondents and Proposers are prohibited from contact related to this procurement with any PGCPS employee, or any of its representatives and advisors, other than designated personnel from the date this RFP is issued until the Project Agreement has been executed. Violation of this provision may be grounds for immediate disqualification. Until further notice, all inquiries and comments concerning this procurement must be addressed to the following designated PGCPS Representative for the purposes of this RFP Process:

Ms. De’Nerika Johnson
Construction Procurement Supervisor
bpschools.phase2@pgcps.org

- (b) PGCPS reserves the right to designate another representative during the RFP Process, in which case PGCPS will notify Shortlisted Respondents and Proposers of the contact information for the new PGCPS Representative.

3.3.2. Shortlisted Respondent / Proposer Registered Representative

- (a) Each Shortlisted Respondent shall designate one individual to be its authorized representative for the RFP Process (the “**Shortlisted Respondent / Proposer Registered Representative**”). Unless the Shortlisted Respondent or Proposer notifies PGCPS otherwise in writing, the individual identified as the Registered Representative by the Shortlisted Respondent or Proposer in its RFQ Response will be its Shortlisted Respondent / Proposer Registered Representative.
- (b) If a Shortlisted Respondent or Proposer wishes to replace its Shortlisted Respondent / Proposer Registered Representative at any time during the RFP Process, the Shortlisted Respondent or Proposer shall notify the PGCPS Representative of the name, address, telephone number, and email address of the new Shortlisted Respondent / Proposer Registered Representative, who must be legally authorized to represent and bind the Shortlisted Respondent or Proposer for purposes of this procurement.
- (c) Each Shortlisted Respondent or Proposer is responsible for ensuring that the name and contact information for its Shortlisted Respondent / Proposer Registered Representative is accurate and updated at all times during the RFP Process. Failure to do so may result in such Shortlisted Respondent or Proposer failing to receive important communications from PGCPS. PGCPS is not responsible for any such failure.

3.3.3. Rules of Conduct

(a) **No Improper Influence**

Shortlisted Respondents and Proposers are expected to conduct themselves with professional integrity and shall refrain from all activities aimed at influencing decisions related to the Project, the RFP, or the RFP Process. Any substantiated allegation that a Shortlisted Respondent or any employee, member, agent, consultant, advisor, representative, promoter, or advocate of the Shortlisted Respondent or any of its team members has engaged in prohibited communications or attempted to unduly influence the selection process may be cause for PGCPS to disqualify the Shortlisted Respondent or to disqualify its team members, and/or any employee, member,

agent, consultant, advisor, representative, promoter, or advocate of such Shortlisted Respondent or team member, from participating with the Shortlisted Respondent, in each case, in the absolute discretion of PGCPS.

(b) Additional Rules of Conduct

From and after the date of issuance of this RFP and ending on the earliest of (x) the Execution Date, (y) rejection of all Proposals by PGCPS, or (z) cancellation of the RFP:

- (i) Communication with Other Shortlisted Respondents or Proposers. No Shortlisted Respondent or Proposer, nor any of its team members, may communicate with another Shortlisted Respondent or Proposer or its team members through their employees, agents, or representatives with regard to the RFP or either team's Proposal; provided that (A) MBE Equity Members, subcontractors, facility manager, financiers, or underwriters that are shared between two or more Shortlisted Respondent or Proposer teams may communicate with their respective team members so long as those Shortlisted Respondents or Proposers establish a protocol to ensure that such MBE Equity Members, subcontractors, facility manager, financiers, and underwriters (as applicable) will not act as a conduit of information between the teams, and (B) this prohibition does not apply to public discussions regarding the RFP at PGCPS-sponsored informational meetings (if any) that are attended by more than one Shortlisted Respondent or Proposer.
- (ii) Shortlisted Respondent / Proposer Registered Representatives. Each Shortlisted Respondent / Proposer Registered Representative shall be responsible for contacts with PGCPS on behalf of such Shortlisted Respondent or Proposer and, except at One-on-One Meetings, interviews, and/or other authorized group discussions with PGCPS, each Shortlisted Respondent or Proposer may only communicate with PGCPS regarding the RFP or the Project through its Shortlisted Respondent / Proposer Registered Representative.
- (iii) Ex Parte Communications. No Shortlisted Respondent or Proposer or representative of a Shortlisted Respondent or Proposer through their employees, agents, consultants, advisors, or other representatives shall have any *ex parte* communications regarding the RFP or the Project with PGCPS or any PGCPS staff, advisors, contractors, or consultants involved with the RFP or the Project, except for communications expressly permitted by the RFP or approved in advance by the PGCPS Representative, in such person's absolute discretion. The foregoing restriction does not prohibit or restrict communications with regard to matters unrelated to the RFP or the Project, or participation in public meetings of PGCPS or any public or Shortlisted Respondent or Proposer workshop related to the RFP.
- (iv) PGCPS Representative. Unless specifically authorized elsewhere in this RFP, the PGCPS Representative shall be PGCPS' sole point of contact and source of information for Shortlisted Respondents and Proposers throughout the RFP Process.
- (v) Stakeholders. Communication by or on behalf of any Shortlisted Respondent or Proposer with any entity listed below (the "**Stakeholders**"), including any of the

Stakeholder's employees, agents, consultants, advisors, or other representatives, regarding the RFP or the Project is prohibited, except for communication expressly permitted by the RFP or approved in advance by the PGCPS Representative, in PGCPS' absolute discretion:

- (a) Prince George's County officials, representatives, and employees;
- (b) PGCPS officials, representatives, and employees;
- (c) IAC officials, representatives, and employees;
- (d) MSA officials, representatives, and employees;
- (e) Prince George's County Board of Education members and staff; and
- (f) environmental, regulatory, and permitting agencies.

It is the intent of PGCPS that PGCPS will provide any necessary coordination during the RFP Process with Stakeholders so that, among other things, the RFP Process may be implemented in a fair, competitive, and transparent manner and with uniform information. Information requests concerning Stakeholders should be sent to the PGCPS Representative, who, in PGCPS' discretion, may arrange for general or separate meetings between one or more of such Stakeholders and the Shortlisted Respondents or Proposers or facilitate delivery of responses to such questions by a Stakeholder.

- (vi) Any communications in breach of the foregoing clauses (i) – (v) may result in disqualification from the RFP Process, in the absolute discretion of PGCPS.
- (vii) PGCPS will not be responsible for any oral exchange or any other information or exchange that occurs outside of the official process specified in this Section 3.3. (*Communication Protocols*).
- (viii) For the purposes of this Section 3.3.3. (*Rules of Conduct*), "contact" and "communication" includes face-to-face, telephone, email, text messaging, social media, other electronic means or formal written communication, either directly by a Shortlisted Respondent or Proposer or indirectly by an employee, member, agent, consultant, advisor, representative, promoter, or advocate of a Shortlisted Respondent or Proposer.

3.4. Clarification and Amendment of RFP Documents

3.4.1. Examination and Clarification of the RFP

Each Shortlisted Respondent and Proposer shall be solely responsible for:

- (a) examining, with appropriate care and diligence, the RFP (including the Project Agreement, the Technical Requirements, and all Addenda); and
- (b) requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error, or omission contained in the RFP, or of any provision that the Shortlisted Respondent or Proposer fails to understand.

Failure of a Shortlisted Respondent or Proposer to make such review and to request such clarification shall be at its sole risk, and no relief for error or omission will be provided by PGCPS.

3.4.2. Submission of Requests for Clarification and Amendment

- (a) Shortlisted Respondents shall submit requests for clarification and amendment in accordance with this Section 3.4.2.
- (b) PGCPS will only consider comments and questions regarding the RFP, including requests for clarification and requests to correct errors, if transmitted to the PGCPS Representative by the Shortlisted Respondent / Proposer Registered Representative in the prescribed format. No telephone or oral requests will be considered.
- (c) Such requests for clarification and amendment may be submitted at any time prior to the applicable dates specified in Section 3.1. (*RFP Schedule*) or such later date as may be specified in any Addendum, and shall:
 - (i) in the case of requested clarifications or amendments that are not related to the Project Agreement, Exclusive Negotiating Agreement, Technical Requirements, or any related exhibits, be submitted:
 - (A) in writing in Excel format using Form CR (*Clarification Request Form*), with each request for clarification and/or amendment being identified by the Shortlisted Respondent as primarily “technical”, “legal/commercial” or “financial”;
 - (ii) in the case of requested clarifications or amendments that are related to the Project Agreement, Exclusive Negotiating Agreement, Technical Requirements, or any related exhibits, be submitted:
 - (A) in Word format, with black-line markup and comments provided in the relevant section of the Word document. A description of these clarifications or amendments must also be submitted in Form CR (*Clarification Request Form*) if the Shortlisted Respondent considers the clarification or amendment to be a Category 1 or Category 2 issue.
 - (iii) be sequentially numbered, as set forth in Form CR (*Clarification Request Form*);
 - (iv) identify the relevant document (e.g., the RFP, Project Agreement, Technical Requirements);
 - (v) identify the relevant Section number, page number, and, if applicable, line number or, if it is a general question or comment, indicate so;
 - (vi) not disclose the Shortlisted Respondent’s identity in the body of the question nor contain proprietary or confidential information, except if the question itself is deemed confidential by the Shortlisted Respondent in accordance with Section 3.4.3(c) below; and
 - (vii) indicate whether the question or comment is a Category 1, 2, 3, or 4 issue (as described below).

- (d) **“Category 1”** means a potential “go/no-go” issue that, if not resolved in an acceptable fashion, may preclude the Shortlisted Respondent from submitting a Proposal. **“Category 2”** means a major issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Shortlisted Respondent from submitting a Proposal. **“Category 3”** means an issue that may affect value for money, or another material issue, but is not at the level of a Category 1 and Category 2 issue. **“Category 4”** means an issue that is minor in nature, a clarification, a comment concerning a conflict between documents or within a document, etc.
- (e) Each Shortlisted Respondent may submit Clarification Requests throughout the RFP Process but is strongly encouraged to consolidate comments and questions in order to limit the number of Clarification Requests sent to PGCPS during each opportunity allotted for clarification during the RFP Process.

3.4.3. PGCPS Responses

- (a) PGCPS will attempt to address all written requests, either by providing written responses to the questions and/or through the issuance of addenda to the RFP, including the Project Agreement and Technical Requirements. Each interpretation or correction that PGCPS may decide to offer will be shared with all Shortlisted Respondents.
- (b) PGCPS will not disclose which Shortlisted Respondent submitted the requests for clarification and amendment when sharing responses or discussing issues of common concern. For the avoidance of doubt, any responses to questions are provided for informational purposes only and will not amend or be considered part of the RFP, except to the extent they are specifically incorporated in the RFP as an Addenda.
- (c) PGCPS may provide non-binding written responses individually to those written questions identified by a Shortlisted Respondent or deemed by PGCPS as containing confidential or proprietary information (except as identified in the last sentence of this paragraph). If a Shortlisted Respondent believes a question contains confidential or proprietary information (including that the question itself is confidential), it may mark such question as “confidential”. PGCPS reserves the right to disagree with the confidentiality of information in the interest of maintaining a fair process or complying with Applicable Law. Under such circumstances, PGCPS will inform the Shortlisted Respondent and may allow the Shortlisted Respondent, within a time period set by PGCPS, to withdraw the question, rephrase the question, or have the question answered non-confidentially. If a Shortlisted Respondent fails to respond to PGCPS within the timeframe identified by PGCPS, such failure shall be deemed to allow PGCPS to answer the question non-confidentially.
- (d) If PGCPS elects to issue responses to questions, PGCPS may rephrase or consolidate questions as it deems appropriate. PGCPS may also create and answer questions independent of the Shortlisted Respondents.

- (e) **Addenda**
- (i) PGCPS may, by issuing an Addendum, modify conditions or requirements of the RFP (including the Project Agreement) at any time.
 - (ii) Addenda will be distributed simultaneously via email to all Shortlisted Respondent / Proposer Registered Representatives.
- (f) PGCPS is not bound by, and the Shortlisted Respondent or Proposer shall not rely on, any oral communication or representation regarding the RFP documents, or any written communication (including any written responses to questions provided by PGCPS), except to the extent that such issue is captured directly in the RFP or in an Addendum to the RFP and is not superseded by a later Addendum to the RFP.
- (g) PGCPS reserves the right to hold group meetings with Shortlisted Respondents or Proposers and/or one-on-one meetings with each Shortlisted Respondent or Proposer to discuss any Addenda or clarifications.

3.5. Disclosed Information and Shortlisted Respondent / Proposer Due Diligence

3.5.1. Site Visits

PGCPS will hold site visits with all Shortlisted Respondents on the dates set forth in Section 3.1. (RFP Schedule). The site visits will consist of guided tours of each of the eight Sites included in the Project. Each Shortlisted Proposer will be permitted to bring no more than four (4) attendees to each site visit. Participation is not mandatory, but is strongly encouraged.

3.5.2. Additional Visits to Sites

PGCPS will provide the opportunity for each Shortlisted Respondent to visit each Site between 8:00 a.m. and 4:00 p.m. on a Saturday or Sunday for up to four hours at a time. Margaret Brent Elementary School may also be visited between 8:00 a.m. and 4:00 p.m. Monday through Friday. Shortlisted Respondents must provide at least five (5) Business Days advance written notice to the PGCPS Representative of any proposed Site visit. Such notice shall include a description of planned activities during the visit and the preferred hours of access to each Site. The PGCPS Representative will advise the Shortlisted Respondent / Proposer Registered Representative as to whether the planned activities are acceptable and whether the requested time is available and, to the extent it is not, will coordinate with the Shortlisted Respondent / Proposer Registered Representative to confirm another mutually acceptable time.

During a site visit, the Shortlisted Respondents may conduct any non-destructive investigations identified in their notice to PGCPS (and not objected to by PGCPS in its response to the notice). Shortlisted Respondents may only visit the Sites after obtaining written authorization from PGCPS and will be required to enter into an indemnification agreement with PGCPS as a condition of such authorization. The indemnification agreement will provide an indemnification of PGCPS from any and all loss or expense resulting from the negligence or intentional misconduct of the Shortlisted Respondent or any of its officers, directors, employees, agents, representatives, or subcontractors in connection with its activities at the Sites. All data or reports developed as a result of the investigations must be shared with the PGCPS Representative within five (5) Business Days of the Shortlisted Respondent receiving such data or reports.

3.5.3. Site Borings

Although PGCPS has included within the Data Room recent site borings and preliminary geotechnical reports for each of the Sites, additional borings at the Sites will be allowed during the RFP Process. All borings will be made at the Shortlisted Respondent's sole risk and expense. Borings can be taken Saturday and Sunday between 8:00 a.m. and 4:00 p.m. when scheduled with the PGCPS Representative at least five (5) Business Days in advance in accordance with Section 3.5.3. All borings must be filled and sealed with temporary asphalt if in paved areas. All boring data and engineering reports must be shared with the PGCPS Representative within five (5) Business Days of the Shortlisted Respondent receiving such data or reports.

3.5.4. Environmental Investigations

Although PGCPS has included within the Data Room recent Phase I Environmental Studies and Hazardous Material Surveys for each of the Sites, additional investigations at the Sites will be allowed during the RFP Process. All non-destructive investigations will be made at the Shortlisted Respondent's sole risk and expense. Investigations can be taken Saturday and Sunday between 8:00 a.m. and 4:00 p.m. when scheduled with the PGCPS Representative at least five (5) Business Days in advance in accordance with Section 3.5.2. (*Additional Visits to Sites*). All data and reports must be shared with the PGCPS Representative within five (5) Business Days of the Shortlisted Respondent receiving such data or reports.

3.5.5. Disclosed Information

- (a) Studies and investigations undertaken by PGCPS in connection with the Project are contained in the Disclosed Information. Disclosed Information will be provided to Shortlisted Respondents in an electronic Data Room. Additional Disclosed Information may be added to the Data Room throughout the RFP Process. Although PGCPS will endeavor to notify Shortlisted Respondents when documents are added to the Data Room, each Shortlisted Respondent will be solely responsible for monitoring the Data Room for new Disclosed Information.
- (b) Except as expressly stated in the Project Agreement:
 - (i) the Disclosed Information will not form a part of the Project Agreement or any other agreement between PGCPS and the Developer;
 - (ii) PGCPS shall not be responsible or liable in any respect for any causes of action, suits, judgments, claims, expenses, damages, or losses whatsoever suffered by any Shortlisted Respondents or Proposer by reason of:
 - (A) any use, in connection with participation in this procurement, of information, opinions, or recommendations contained in the Disclosed Information; or
 - (B) any action or forbearance in reliance on the Disclosed Information.
- (c) Except as otherwise set forth in the Project Agreement, Shortlisted Respondents and Proposers shall use or not use the Disclosed Information at their sole risk and remain solely responsible and liable for:

- (i) all investigations and analyses relating to the Project, including those relating to any geotechnical and structural conditions with respect to the Project;
 - (ii) the preparation of their Proposals; and
 - (iii) any design and construction solutions, means, and methods that they select, in each case, without regard to anything contained in the Disclosed Information.
- (d) PGCPS does not represent or warrant that the information, opinions, and recommendations contained in the Disclosed Information are complete, accurate, or suitable for any purpose, or that such information, opinions, and recommendations are in conformity with the requirements of the RFP or Applicable Law. Shortlisted Respondents and Proposers shall have no right to compensation, time extension, or other claim in connection with participation in this procurement based on any incompleteness or inaccuracy in the Disclosed Information, except as otherwise expressly provided in the Project Agreement.

3.5.6. Shortlisted Respondents / Proposer Due Diligence and Investigation

- (a) Shortlisted Respondents and Proposers must satisfy themselves, by personal investigation and other lawful means they deem necessary, as to the conditions affecting the delivery of the scope of the Project and the cost thereof. Shortlisted Respondents and Proposers are solely responsible for conducting their own independent research and due diligence for the preparation of Proposals. Information derived from any part of this RFP or from PGCPS or its advisors, does not relieve the Shortlisted Respondent, Proposer, Successful Proposer, or any eventual Developer from any risk associated with providing the Design-Build Work and Services and meeting the requirements of this RFP and the Project Agreement.
- (b) Shortlisted Respondents and Proposers are responsible for obtaining professional advice from their own advisors and experts. This includes legal advice, together with any other professional advice a Shortlisted Respondent or Proposer deems to be appropriate or necessary. Such advice shall be at the sole risk and expense of the Shortlisted Respondent or Proposer.

3.6. One-on-One Meetings

3.6.1. Purpose

PGCPS will invite each Shortlisted Respondent to participate in periodic, mandatory meetings with PGCPS and its advisors. Each meeting will be proprietary and confidential, in that only one Shortlisted Respondent will meet with PGCPS at a time.

The purpose of the One-on-One Meetings is to provide a process that will assist the Shortlisted Respondents to develop optimal solutions for the Project, while minimizing the risk that a Shortlisted Respondent's solution is unresponsive to the RFP requirements. Specifically, PGCPS anticipates that the One-on-One Meetings will:

- (i) Permit Shortlisted Respondents to provide PGCPS with comments and feedback on material issues (such as affordability) or provisions of the draft Project Agreement;

- (ii) Permit Shortlisted Respondents to discuss with PGCPS potential solutions and approaches that the Shortlisted Respondent may be considering for various aspects of its Proposal, such as design concepts, Community Benefit Program, financing structures, MBE/CBB approach, etc.;
- (iii) Provide an opportunity for Shortlisted Respondents and PGCPS to discuss issues such as innovation in the Project; and
- (iv) Provide PGCPS the opportunity to assess each Proposer for the purposes of determining a Partnership score, as described in Schedule D-1, including assessing each Proposer's awareness of project risks and expression of flexibility in addressing changing conditions and responding to PGCPS feedback; providing an opportunity for each Proposer to articulate viable technical and financial alternatives for achieving the Affordability Ceiling; and providing each Proposer the opportunity to demonstrate an attitude of partnership, creative approaches to problem solving, and strong team dynamics.

The One-on-One Meetings, in combination with any resulting amendments to the RFP and/or draft Project Agreement, are expected to allow Shortlisted Respondents to submit Proposals that are fully compliant and eliminate the need for ex post negotiations of the Project Agreement with the Successful Proposer.

3.6.2. Individual Meeting Materials

In advance of each One-on-One Meeting, and no later than seven days prior to the scheduled date of the One-on-One Meeting, each Shortlisted Respondent will provide the PGCPS Representative, via email, with the following:

- (i) A proposed meeting agenda;
- (ii) A list of attendees (including the identification of any specialized advisors or representatives of PGCPS that the Shortlisted Respondent deems important to be present); and
- (iii) A list of prioritized issues the Shortlisted Respondent would like to discuss, and any materials relevant to such issues.

Shortlisted Respondents will submit such materials in accordance with Section 3.3. (*Communication Protocols*) of this RFP. PGCPS may provide Shortlisted Respondents with comments on the agenda and list of any prioritized issues PGCPS would like to discuss, including any specific issues PGCPS would like to discuss in order to inform PGCPS' determination of each Proposer's Partnership score. PGCPS will specify a maximum amount of time for each One-on-One Meeting and will make staff and advisors available for such time. Matters discussed in a One-on-One Meeting shall be kept as proprietary and confidential.

3.6.3. Attendees

At each One-on-One Meeting, a Shortlisted Respondent is expected to bring Key Personnel designated in the RFQ or RFP, as the Shortlisted Respondent considers reasonably necessary, for effective communications with PGCPS and to fulfill the objectives of the One-on-One Meeting. PGCPS may, in its discretion, limit the number of participants at any One-on-One Meeting.

3.6.4. General Rules

All One-on-One Meetings are subject to the following rules:

- (i) One-on-One Meetings are intended to provide Shortlisted Respondents with a better understanding of the Project and Project-related documents or communications provided by PGCPS;
- (ii) PGCPS, except as provided in this RFP, will not discuss with Shortlisted Respondents any information submitted as part of this procurement other than its own;
- (iii) Shortlisted Respondents shall not seek to obtain commitments from PGCPS in One-on-One Meetings or otherwise seek to obtain an unfair competitive advantage over any other Shortlisted Respondent;
- (iv) no aspect of any One-on-One Meeting is intended to provide any Shortlisted Respondent with access to information that is not similarly available to other Shortlisted Respondents. Accordingly, material information about the Project or procurement that PGCPS reveals or discusses in response to questions raised in a One-on-One Meeting will, except as provided in this RFP, be revealed to other Shortlisted Respondents;
- (v) the discussions or any statements made by either party in a One-on-One Meeting shall not be binding on such entity;
- (vi) Subject to RFP Section 3.9. (*Confidentiality and Public Disclosures*), PGCPS reserves the right to disclose to all Shortlisted Respondents any issues raised by Shortlisted Respondents during the One-on-One Meetings, except to the extent that PGCPS determines, in its sole discretion, such disclosure would reveal confidential or proprietary information;
- (vii) PGCPS may record a portion of each One-on-One Meeting for the purposes of evaluating the Proposer's Partnership score. By attending each One-on-One Meeting, the Proposer expressly permits PGCPS to record the meeting. PGCPS will make the Proposer aware of any portions of the One-on-One Meeting that will be recorded prior to the commencement of recording; and
- (viii) Each Shortlisted Respondent, by submitting its Proposal, acknowledges that the opportunity to participate in One-on-One Meetings was afforded to all Shortlisted Respondents and to the full extent permitted by law, waives any right to object to the One-on-One Meeting process.

3.6.5. PGCPS Responses are Non-Binding

To facilitate free and open discussion at the One-on-One Meetings, Shortlisted Respondents should note that any comments provided by or on behalf of PGCPS during any One-on-One Meeting, including in respect of any particular matter raised by a Shortlisted Respondent or which is included in any documents or information provided by a Shortlisted Respondent prior to or during the One-on-One Meeting, and any positive or negative views, encouragement, or endorsements expressed by or on behalf of PGCPS during the One-on-One Meeting to anything said or provided by Shortlisted Respondents, will not in any way bind PGCPS and will not be deemed or considered to be an indication of a preference by PGCPS even if adopted by the Shortlisted Respondent. Shortlisted Respondents may not rely upon anything said or indicated at a One-on-One Meeting except as set forth in an Addendum to the RFP.

3.6.6. Additional One-on-One Meetings

PGCPS anticipates holding three (3) One-on-One Meetings with each Shortlisted Respondent prior to the Proposal Submission Deadline. If PGCPS considers it desirable or necessary to schedule additional One-on-One Meetings, PGCPS may, in its sole discretion, amend the anticipated procurement schedule to include additional One-on-One Meetings.

3.7. Changes in Shortlisted Respondents or Proposer’s Organization and Key Personnel
Subject to Sections 3.7.1 (*Changes in Shortlisted Respondent’s or Proposer’s Organization*) and 3.7.2 (*Changes in Key Personnel Identified in an RFQ Response*) below, Shortlisted Respondents may add, delete, or substitute team members and reorganize their teams during the RFP Process, unless the change would result in a Conflict of Interest.

3.7.1. Changes in Shortlisted Respondent’s or Proposer’s Organization

- (a) Notwithstanding the foregoing, Shortlisted Respondents must not do any of the following without PGCPS' prior written consent:
 - (i) delete, substitute, or change the identity of any Major Participant or any other team member entity identified in its RFQ Response, or change the role or scope of work of such Major Participant or team member entity; or
 - (ii) otherwise reorganize its team to the extent that such reorganization would render the organizational charts and descriptions provided in their RFQ Response inaccurate or incomplete (each instance described in (a)(i) and (a)(ii), an “**Organizational Change**”).
- (b) If a Shortlisted Respondent wishes to make any Organizational Change, a Shortlisted Respondent must submit to PGCPS a written request for the change as soon as possible but in no event later than fourteen (14) days prior to the Proposal Submission Deadline. Such request must include a description of the proposed change and any relevant documentation related to the change, including updated versions of information submitted in the Shortlisted Respondent’s RFQ Response.
- (c) While PGCPS reserves the right to withhold its consent to any Organizational Change in its absolute discretion, PGCPS expects that it will base its decision as to whether to accept a proposed Organizational Change on whether the proposed Organizational Change would:
 - (i) result in a Shortlisted Respondent team with lower levels of experience, financial strength, and quality compared to those demonstrated in the Shortlisted Respondent’s RFQ Response;
 - (ii) result in any Conflict of Interest; or
 - (iii) cause the Shortlisted Respondent to be in violation of another provision of the RFP.

3.7.2. Changes in Key Personnel Identified in an RFQ Response

Notwithstanding the foregoing, if a Shortlisted Respondent or Proposer wishes to change any of the Key Personnel identified in its RFQ Response during the RFP Process, the Shortlisted Respondent or Proposer must submit to PGCPS a written notice of the change as soon as possible. Such notice must include the reason for the proposed change, a resume for the new Key Personnel (to the same level of detail as the resume submitted with the RFQ Response for the relevant position), and such other information about the change and the new Key Personnel as PGCPS may reasonably require.

3.7.3. Key Personnel Nominated in a Proposal

- (a) As part of its Proposal, each Proposer is required to nominate individuals as Key Personnel in accordance with Schedule B-1 (*Technical Proposal Submittal Requirements*).
- (b) Prior to the Execution Date, a Proposer must not change any of the Key Personnel nominated in its Proposal, except in accordance with this Section 3.7.3.
- (c) If a Proposer wishes to change any of the Key Personnel identified in its Proposal prior to the Execution Date, the Proposer must submit to PGCPS a written request for PGCPS to approve such change as soon as possible. The Proposer shall provide PGCPS with such information as PGCPS may require with respect to any proposed change, including the reasons for the change, the identity and qualifications (including a resume) of any new individual that is proposed to be a Key Personnel and evidence demonstrating that the changed team is of similar or higher standard. PGCPS is under no obligation to approve such requests and may approve or disapprove such a request in its absolute discretion. PGCPS will only consider such requests based on circumstances beyond the Proposer's control.
- (d) Following the Execution Date, any proposed changes to Key Personnel will be governed by the Project Agreement.

3.8. Improper Conduct

3.8.1. Conflicts of Interest, Lobbying, and Ethics Review Panel

- (a) In accordance with 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Prince George's County has promulgated Ethics Policies which cover conflict of interest, financial disclosure, and lobbying. All bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
- (b) All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 0107) prohibiting Prince George's County Public Schools employees from benefiting from business with the school system.
- (c) All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 0107.

3.8.2. Non-Collusion

Each Proposer shall submit, together with its Financial Proposal Letter, a Non-Collusion Certificate in the form attached as Form T-12. Neither the Proposer, nor any of its team members, may undertake any of the prohibited activities identified in the Non-Collusion Certificate.

3.8.3. Definition of Conflicts of Interest

For purposes of this RFP, "**Conflict of Interest**" means:

- (a) any situation or circumstance where a Shortlisted Respondent or Proposer or any of its Major Participants:
 - (i) has other commitments, relationships, financial interests, or involvement in ongoing litigation that:
 - (A) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of PGCPS' independent judgment; or
 - (B) could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Project Agreement;
 - (ii) is under contract with PGCPS or any Stakeholder to prepare procurement documents for the Project; or
 - (iii) has knowledge of, or access to, confidential information (other than confidential information disclosed by PGCPS in the normal course of the RFP Process) of strategic or material relevance to the RFP or to the Project that is not available to other Shortlisted Respondents or Proposers and that could or could be seen to give the Proposer an unfair competitive advantage (provided, however, this is not intended to exclude any Shortlisted Respondents or Proposers or team members who have worked with PGCPS in the past or currently on projects outside the scope of the Project); and
- (b) a "conflict of interest" defined under Code of Maryland Regulations (COMAR) §21.05.08.08.

3.8.4. Prohibition on Conflicts of Interest

Each Shortlisted Respondent and Proposer is prohibited from:

- (a) directly or indirectly receiving any advice relating to the Project or the RFP from any Person with a Conflict of Interest; or
- (b) including as a Major Participant, or contractor, subcontractor, or consultant to the Shortlisted Respondent, Proposer, or any Major Participant, any Person with a Conflict of Interest, including:
 - (i) Jones Lang Lasalle Americas, Inc. ("**JLL**");
 - (ii) Kutak Rock LLP;
 - (iii) SXM Strategies, LLC;
 - (iv) K. Dixon Architecture PLLC;
 - (v) Arcadis U.S. Inc.;
 - (vi) Lempugh Inc., DBA LMD Agrendy;
 - (vii) Symmetra Design;
 - (viii) Convergent Technologies;
 - (ix) Clark Azar & Associates;
 - (x) Cagley and Associates, Inc.;
 - (xi) Geotechnical Engineers, Inc.;
 - (xii) Henry Adams Consulting Engineers;

- (xiii) Laisar Management Group, LLC; and
- (xiv) any other Person that, to the best of Shortlisted Respondent's or Proposer's knowledge and belief, is engaged by PGCPS, the County, or any of the above listed entities, in connection with the Project or the RFP.

3.8.5. Existence of Conflicts of Interest

- (a) If a Shortlisted Respondent or Proposer discovers any perceived, potential, or actual Conflict of Interest, the Shortlisted Respondent or Proposer must promptly disclose the same to PGCPS in a written statement delivered by the Shortlisted Respondent / Proposer Registered Representative to the PGCPS Representative, including:
 - (i) the names and contact information of the Persons to which the perceived, potential, or actual Conflict of Interest relates;
 - (ii) a description of the perceived, potential, or actual Conflict of Interest; and
 - (iii) a description of the steps taken or proposed to be taken to mitigate the perceived, potential, or actual Conflict of Interest.
- (b) If a Conflict of Interest that the Shortlisted Respondent or Proposer knew, or should have known about, but failed to disclose is determined to exist during the RFP Process, PGCPS may, in its discretion, disqualify such Shortlisted Respondent or Proposer.
- (c) PGCPS may grant exceptions to the policy set forth in Section 3.8.4. (*Prohibition on Conflicts of Interest*), upon written request from a Shortlisted Respondent or Proposer, if it is determined that the relevant party's involvement is in the best interest of the public and does not constitute an unfair advantage. Shortlisted Respondents or Proposers seeking such an exception are advised to submit a written request as soon as possible because PGCPS will not extend, or be responsible for any failure to respond to any such request prior to, the Proposal Submission Deadline, as applicable.
- (d) PGCPS guidelines in this RFP are intended to augment applicable federal, State, and local law and rules. All Applicable Laws will also apply to Shortlisted Respondents and Proposers and may preclude certain firms and their entities from participating on a Shortlisted Respondent or Proposer team. Shortlisted Respondents and Proposers should disclose all relevant facts concerning any past, present, or currently planned interests which may present an organizational conflict of interest, and must state how their interests, or those of their chief executives, directors, key project personnel, or any proposed consultant, contractor, or subcontractor may result, or could be viewed as, an organizational conflict of interest.

3.8.6. Participation on More Than One Shortlisted Respondent or Proposer Team

To ensure a fair and competitive process, Major Participants, with the exception of MBE Equity Members and the Services Providers, of a Shortlisted Respondent or Proposer shall not, directly or indirectly, participate in any capacity on more than one Shortlisted Respondent or Proposer team. This prohibition includes the participation on different teams by a Major Participant of any Shortlisted Respondent or Proposer through related corporate entities, such as an entity that directly or indirectly controls another

entity, or two entities that are under common control. If any Major Participant fails to comply with this prohibition, all Shortlisted Respondent or Proposer teams on which it is participating may be disqualified from submitting a Proposal.

MBE Equity Members and Subcontractors may elect to participate on one Shortlisted Respondent or Proposer team on an exclusive basis, but MBE Equity Members and Subcontractors shall not be prohibited or discouraged by Lead Members or other Major Participants from participating on more than one Proposal team if preferred by the MBE Equity Member or Subcontractor.

3.9. Confidentiality and Public Disclosures

3.9.1. Statement of Confidentiality

It is understood and agreed that all information pertinent to this RFP may contain trade secrets, which are confidential and proprietary. Shortlisted Respondents and Proposers agree not to disclose or knowingly use any confidential or proprietary information of PGCPS and/or third-party participants. The confidentiality provisions set forth herein shall apply during the RFP Process and the Exclusive Negotiating Period.

Shortlisted Respondents and Proposers acknowledge and agree to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display, or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of PGCPS. Shortlisted Respondents, Proposers, and their employees, agents, volunteers, and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, if applicable, Shortlisted Respondents and Proposers shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Shortlisted Respondent or Proposer and PGCPS for the mutual disclosure of such records by and among the Shortlisted Respondent, Proposer, PGCPS and PGCPS' employees, agents, volunteers, and contractors.

For purposes of this Section, "Confidential Information" shall include any information that is identified in writing as being confidential which is not already publicly known, such as student and employment records and any other information identified by PGCPS during the RFP Process as Confidential Information.

3.9.2. Disclosures Pursuant to the Maryland Public Information Act Request

All Proposals received in response to this RFP will become property of PGCPS and will not be returned. Shortlisted Respondents and Proposers should be aware that Proposals submitted in response to the RFP are subject to the Maryland Public Information Act (Education Article, Maryland Annotated Code, §10-611, et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should a Proposer deem any portion of its proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

All information submitted by Proposers that they consider confidential or a proprietary trade secret and not releasable to third parties, and their employees, agents, consultants, and representatives must be clearly and conspicuously so marked. To this end, the Proposer must do the following:

- (a) Clearly mark all proprietary or trade secret information as such in its Proposal at the time each such Proposal is submitted and include a cover sheet stating "DOCUMENT CONTAINS

- CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION” and identifying each section and page which has been so marked.
- (b) Include a statement with its Proposal justifying the Proposer’s determination that certain records are proprietary or trade secret information for each record so defined;
 - (c) Submit with the Proposal one electronic copy, on a flash drive, of the full Proposal that has all the proprietary or trade secret information redacted from the Proposal and label such copy of the Proposal: Proposal Public Copy; and
 - (d) Defend any action seeking release of the records it believes to be proprietary or trade secret information and indemnify, defend, and hold harmless PGCPS and its agents and employees from any judgments awarded against PGCPS and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives PGCPS’ cancellation or termination of this procurement or award and subsequent execution of a Project Agreement. In submitting a Proposal, the Proposer agrees that this indemnification survives as long as the confidential business information is in possession of PGCPS.

PGCPS may disclose submissions received in response to this RFP to both governmental and non-governmental evaluators. Each non-governmental evaluator will sign and provide Nondisclosure Agreements to PGCPS.

3.9.3. Exclusive Negotiating Period

Following the Notice of Intent to Award, the Successful Proposer and PGCPS will execute an Exclusive Negotiating Agreement that will outline the details of the activities, roles and responsibilities of PGCPS and the Successful Proposer during the Exclusive Negotiating Period. Further information regarding the Exclusive Negotiating Agreement and Exclusive Negotiating Period can be found in Section 6.1.1. (*Exclusive Negotiating Agreement and Commercial Close Deadline*).

The confidentiality provisions of this Section 3.9. (*Confidentiality and Public Disclosures*) shall also apply during the Exclusive Negotiating Period.

3.10. Reimbursement

3.10.1. Potential Reimbursement

PGCPS anticipates entering into a Proposal Preparation Reimbursement Agreement (the “**Reimbursement Agreement**”) with each of the Shortlisted Bidders following authorization by the Board. PGCPS currently anticipates that the Reimbursement Agreement will provide that Shortlisted Respondents / Proposers are eligible to receive the applicable compensation amount set forth in the chart below in the event that (a)(i) PGCPS cancels the procurement prior to the selection of a Successful Proposer, or (ii) PGCPS selects as Successful Proposer an entity other than the applicable Proposer, and (b) the Shortlisted Respondent / Proposer, as applicable, has completed all actions and provided all deliverables required under the RFP and the Reimbursement Agreement prior the applicable event in (a) occurring.

Subject to approval by the Board and the conditions set forth in this RFP and Reimbursement Agreement, PGCPS anticipates providing reimbursement to each eligible Shortlisted Respondent / Proposer in the amount listed in the column on the right based on the most recently completed milestone:

Date of Cancellation of the Procurement	Compensation Amount
Before the second One-on-One Meeting	\$0
After the second One-on-One Meeting and prior to the release of the Final RFP	\$100,000
After release of the Final RFP and prior to the Proposal Submission Deadline	\$200,000
On or after the Proposal Submission Deadline (following Proposal submission by a Proposer)	\$300,000

The maximum compensation PGCPS anticipates a Proposer receiving is Three Hundred Thousand Dollars (\$300,000); the amounts in the above table are not intended to be cumulative.

Following approval by the Board, PGCPS anticipates providing the Shortlisted Respondents with a draft Reimbursement Agreement for execution.

3.10.2. Reimbursement General Conditions

- (a) Payment of any Reimbursement is expressly conditioned upon such Shortlisted Respondent or such Proposer:
 - (i) providing to PGCPS an executed Proposal Preparation Reimbursement Agreement in the form to be provided by PGCPS in a future addendum; and
 - (ii) being fully compliant with the conditions under the Reimbursement Agreement for payment of the Reimbursement.

- (b) A Shortlisted Respondent or Proposer is not eligible for a Reimbursement if the Shortlisted Respondent or Proposer:
 - (i) fails to submit a timely Proposal that is responsive to the RFP as defined in Section 4.2. (*Requirements to Submit a Responsive Proposal*), unless the RFP is cancelled by PGCPS prior to the Proposal Submittal Deadline Date;
 - (ii) withdraws its Proposal;
 - (iii) is the Successful Proposer and PGCPS and Successful Proposer execute the Exclusive Negotiating Agreement (which will set forth any additional rights Successful Proposer may have to receive compensation from PGCPS);
 - (iv) files a protest or any other claim or cause of action against PGCPS, the County, or the State arising out of the procurement of the Project; or
 - (v) fails to satisfy any of the other conditions set forth in the Reimbursement Agreement.

3.11. Financial Model Auditor

A Financial Model auditor’s opinion will be required prior to the Execution Date as set forth in the Exclusive Negotiating Agreement.

4. RFP CONTENT AND SUBMISSION REQUIREMENTS

4.1. General Submission Requirements

Proposers will submit a Proposal in accordance with the instructions provided in this Section of the RFP. All Proposals will be complete, with all requested information, data, and attachments. To facilitate review of Proposals, Proposers are urged to be thorough but brief and, where practically possible, use tables and diagrams as opposed to text. Failure of the Proposer to provide all requested information in the requested format may result in a determination by PGCPS, in its sole discretion, that the Proposal is non-responsive to the requirements of this RFP.

4.1.1. Proposal Due Date

Each Proposer shall submit its Technical Proposals and Financial Proposals on or before the respective Proposal Submission Deadline set forth in Section 3.1 (RFP Schedule) of this RFP.

4.1.2. Signatures Required

The Technical and Financial Submission Letters shall be signed by the Shortlisted Respondent / Proposer Registered Representative and shall be accompanied by evidence of signatory authorization as specified in Form T-1 (Technical Proposal Submission Letter) and Form F-1 (Financial Proposal Submission Letter), respectively. Proposers may provide electronic signatures in their Proposals.

4.1.3. Language and Currency

- (a) Proposals shall be written in the English language.
- (b) Any information quantified in currency shall be provided in US dollars. If financial statements are converted from a foreign currency into US dollars, the conversion method(s) must be explained.

4.1.4. Proposal Binding on the Proposer

The Proposal shall be considered binding on the Proposer. Portions of the Successful Proposer's Proposal will be attached as Exhibits and incorporated into the Project Agreement and will be binding obligations of the Developer under the Project Agreement. Such information may include:

- (a) portions of the Technical Proposal (with such exceptions and modifications as are determined by PGCPS to be necessary to reflect the Exclusive Negotiating Period Work Product and to ensure that the Technical Proposal is not in conflict with the Technical Requirements);
- (b) the Project Schedule; and
- (c) such other portions of the Successful Proposer's Proposal deemed by PGCPS to be relevant to the obligations of the Developer for the Project.

Unless expressly incorporated into the Project Agreement, no information included in a Proposal shall be binding on PGCPS.

4.2 Requirements to Submit a Responsive Proposal

- (a) Tentative or contingent commitments, with the exception of any part of the Technical Proposal Submission Requirements or Financial Proposal Submission Requirements that PGCPS has labeled as indicative, non-committed, or estimated, will not be considered in the evaluation of a Proposal (unless such commitments are clarified to the satisfaction of PGCPS at its request or PGCPS waives any related requirement pursuant to Section 7 (*PGCPS' Rights, Disclaimers, and Requirements*) of this RFP). For example, items modified by phrases such as “we may” or “we are considering” will not be considered in the evaluation process since they do not indicate a firm commitment, unless clarified or waived. The Proposal may not include any reservations, qualifications, conditions, assumptions, or exceptions to or deviations from the requirements of the RFP, unless approved by PGCPS in writing. If the Proposal does not fully comply with the instructions and requirements contained in this RFP, including the Schedules and Forms, or if a Proposal contains a substantive change to any portion of this RFP, including the Schedules and Forms, it may be deemed non-responsive in PGCPS' absolute discretion.
- (b) If a Proposal is deemed non-responsive, PGCPS may disqualify the Proposal from further consideration, in PGCPS' absolute discretion. Such disqualification could result in the forfeiture of any Reimbursement under Section 3.10. (*Reimbursement*) of this RFP. Each Proposer, by submittal of its Proposal, shall be deemed to have agreed to the foregoing and to all other requirements of the RFP Process.
- (c) Each Proposal must be submitted in the format specified by PGCPS in this RFP.
- (d) Each Proposer may submit only one Proposal. Multiple or alternate Proposals may not be submitted.
- (e) In PGCPS' absolute discretion, a Proposal may be considered non-responsive and may be disqualified from the RFP Process for any of the following reasons:
 - (i) the Proposal is submitted in a format other than as specified in this RFP;
 - (ii) any part of the Proposal is missing from the Proposal package or otherwise does not meet the requirements of this Section 4.2. (*Requirements to Submit a Responsive Proposal*);
 - (iii) the Proposer is unable to meet legally required professional licensing certifications and/or contractor licensing requirements;
 - (iv) PGCPS determines that the Proposal contains irregularities that make the Proposal incomplete, indefinite, or ambiguous as to its meaning, including illegible text, omissions, erasures, alterations, or items not required by the RFP or unauthorized additions;

- (v) a Proposal includes any conditions or provisions reserving a Proposer’s right to accept or reject an award if it is selected as Successful Proposer or any conditions to entering into the Project Agreement;
- (vi) any required information is not included in the Proposal; or
- (vii) any other reason that the Proposal is non-responsive to any other instructions, requirements, terms, or conditions of the RFP, as determined by PGCPS.

4.3. Content, Format, and Organization

The Technical Proposal will include only the information requested in Schedule B-1 (*Technical Proposal Submittal Requirements*) and the Financial Proposal shall include only the information requested in Schedule C-1 (*Financial Proposal Submittal Requirements*) of this RFP.

4.3.1. Proposal Content

- (a) In the RFP, the term “**Proposal**” means a Proposer’s response, in its entirety, to the RFP, including the following:
 - (i) such Proposer’s Technical Proposal in response to the requirements set forth in Schedule B-1 (*Technical Proposal Submittal Requirements*), including all reports, drawings, plans, and other documents as described in that Schedule (collectively, the “**Technical Proposal**”); and
 - (ii) such Proposer’s Financial Proposal in response to the requirements set forth in Schedule C-1 (*Financial Proposal Submittal Requirements*), including all other financial information as described in that Schedule (collectively, the “**Financial Proposal**”).
- (b) Each Technical and Financial Proposal shall include each of the applicable items listed and a copy of the checklists provided in Schedule A (*Summary and Checklist of Proposal Contents*). Each Proposal component shall be clearly titled and identified. All blank spaces in Forms attached to this RFP must be filled in as appropriate. No substantive change shall be made to any Form attached to this RFP. Proposals must be organized with all pages sequentially numbered.
- (c) Each Proposal shall contain concise written material and drawings, enabling a clear understanding and evaluation of the capabilities of the Proposer and the characteristics and benefits of the Proposal. Legibility, clarity, and completeness of each portion of a Proposal are essential.

4.3.2. Proposal Format

- (a) Proposals must be prepared so that they may be printed on 8 ½” by 11” sized white paper and bound. Printable 11” by 17” pages are allowed for schematics, organizational charts, and other drawings or schedules, but not for narrative text. The font size must be no smaller than 11-point font, except for tables, graphics and

figures, which may be prepared using 9-point font as long as it is still clearly legible. Graphics shall not consist of text only. Printed lines may be single-spaced.

- (b) Proposers are encouraged to reduce the repetition of identical information within several sections of the Proposal by making appropriate and specific cross-references to other sections of the Proposal; however, no cross-references will be permitted between the Technical Proposal and the Financial Proposal.
- (c) All Proposals must be submitted electronically through eMMA. This RFP will be posted to eMMA under the following code: 72121406. Digital copies of the Proposal must be submitted in PDF (searchable) format, with one file each for Schedule A, B, C, & E. Provide bookmarks for each item set forth in each Schedule to facilitate PGCPS' review of its contents. Proposers must also submit two (2) USB drives containing their electronic Technical Proposal and two (2) USB drives containing their electronic Financial Proposal. Confidential information shall be submitted with the Proposal in accordance with Section 3.9. (*Confidentiality and Public Disclosure*) and may be submitted in separate files.

For the avoidance of doubt, submitting information as CONFIDENTIAL does not relieve Proposers of any requirement to provide information in an electronic format. More detailed submittal requirements regarding the format and organization for each of the Technical Proposal and Financial Proposal are set forth in Schedule B-1 (*Technical Proposal Submittal Requirements*) and Schedule C-1 (*Financial Proposal Submittal Requirements*), respectively.

- (d) Any electronic copy of a Proposal (or portion of a Proposal) shall be in searchable Adobe (.pdf) format on USB drive, provided that completed Forms in a Proposal may be submitted in either searchable Adobe (.pdf) or Word format, and provided, further, that scanned signed letters and Forms may be submitted in non-searchable Adobe (.pdf) format.

4.3.3. Technical Proposal

- (a) Each Proposer shall deliver to PGCPS:
 - (i) Electronic submission to eMMA.; and
 - (ii) two identical USB drives containing an electronic version of its Technical Proposal with a clear folder and file structure that follows the same outline and content as detailed in the RFP. The electronic copy shall also include, as a separate file, all drawings in searchable PDF.
- (b) The USB drives comprising the Technical Proposal, shall be packaged in a single, sealed container labeled with (i) name of the Proposer, (ii) "*Proposal for RFP No. DCP001-23-RFP (PGCPS Blueprint Schools Phase 2)*", and (iii) "*Technical Proposal*".

4.3.4 Financial Proposal

- (a) Each Proposer shall deliver to PGCPS:
 - (i) Electronic submission to eMMA; and

- (ii) two identical USB drives containing an electronic version of its Financial Proposal with a clear folder and file structure that follows the same outline and content as detailed in the RFP.
- (b) The USB drives comprising the Financial Proposal shall be packaged in a single, sealed container labeled with (i) name of the Proposer, (ii) “*Proposal for RFP No. DCP001-23-RFP (PGCPS Blueprint Schools Phase 2)*”, and (iii) “*Financial Proposal*”.

4.3.5 Conflict or Inconsistency in Copies of Proposals

If there is any conflict or inconsistency between the content of the electronic submission to eMMA of a Proposal (or a portion of a Proposal) and the USB drive copy of such Proposal, the original electronic eMMA submission shall prevail over the USB drive, and PGCPS will evaluate such Proposal (or portion of such Proposal) based on the electronic submission to eMMA content.

4.4. Proposal Delivery – Due Dates and Location

- (a) The complete Proposal shall be submitted electronically to eMMA and the USB drives delivered in sealed containers in accordance with the requirements of this RFP on or before **2:00 p.m. Eastern** on the date set forth in Section 3.1. (*RFP Schedule*) as the Proposal Submission Date (the “**Proposal Submission Deadline**”). The submittals will not be considered complete until all USB drives and electronic submissions are received.
- (b) Sealed Proposals may either be delivered by hand or sent to the PGCPS Representative through U.S. mail or available commercial courier services to the following address:

**Department of Capital Programs Procurement Office
13300 Old Marlboro Pike, Trailer 6
Upper Marlboro, MD 20772**

Each Proposer will be responsible for obtaining a written receipt appropriate to the means of delivery from the PGCPS Department of Capital Programs Procurement Office at the time of delivery of its Proposal. It is the Proposer’s sole responsibility to ensure delivery of its Proposal at the time and place specified herein, and PGCPS will have no liability or responsibility therefore.

- (c) Proposals or unsolicited modification requests received after the time for submittal of Proposals will be returned to the Proposer without consideration or evaluation.

4.5. Modifications, Withdrawals and Late Submittals

4.5.1 Modifications to a Proposal

- (a) The Proposer may modify its Proposal prior to the Proposal Submission Deadline.
- (b) Any modification shall conform in all respects to the requirements for submission of a Proposal. Modifications shall be clearly marked as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the original Proposal and all previous modifications, if any,

submitted by such Proposer. If multiple modifications are submitted, they shall be sequentially numbered so PGCPS can accurately identify the final Proposal.

- (c) Any modification must contain complete Proposal Sections, complete pages, or complete Forms as described in Schedule B-1 (*Technical Proposal Submittal Requirements*) and Schedule C-1 (*Financial Proposal Submittal Requirements*), as applicable. Line item changes will not be accepted.

4.5.2 Withdrawal of Proposals

- (a) A Proposer may withdraw its Proposal at any time prior to the Proposal Submission Deadline, as applicable, by means of a written request signed by its Shortlisted Respondent / Proposer Registered Representative. Such written request shall be delivered to the PGCPS Representative.
- (b) A withdrawal of a Proposal will not prejudice the right of a Proposer to file a new Proposal; provided that the new Proposal is received before the Proposal Submission Deadline.
- (c) No Proposal may be withdrawn on or after the Proposal Submission Deadline.

4.5.3 Late Proposals

Proposals, modifications, and withdrawal requests received after the relevant Proposal Submission Deadline will be rejected without consideration or evaluation by PGCPS.

4.6 Financial Close Security

4.6.1 Financial Close Security

- (a) Unless the Successful Proposer reaches Commercial Close and Financial Close concurrently, as security for its commitment to achieve Financial Close, prior to executing the Project Agreement in accordance with Section 6.1. (*Formalization and Execution of the Project Agreement*) of this RFP, the Successful Proposer will be required to post a Financial Close Security as outlined in the Exclusive Negotiating Agreement. The Financial Close Security must be in substantially in the form of Exhibit A to the Exclusive Negotiating Agreement.
- (b) The Financial Close Security must:
 - (i) be issued by an Eligible Security Issuer;
 - (ii) designate PGCPS as the beneficiary; and
 - (iii) be in an aggregate amount equal to Ten Million Dollars (\$10,000,000).
- (c) The rights and obligations of PGCPS to draw upon or return the Financial Close Security are set forth in the Project Agreement.

4.6.2 Proposal Validity Period

- (a) A Proposal submitted in response to this RFP is binding upon the Proposer and is considered irrevocable for a minimum of 365 days following the Proposal Submission Deadline or the closing date for receipt of a best and final offer, if applicable (the “**Proposal Validity Period**”). Additional proposal validity requirements for the Successful Proposer are set forth in the Exclusive Negotiating Agreement and the Project Agreement.
- (b) Any Proposer may elect, in its absolute discretion, to extend the validity of its Proposal beyond the Proposal Validity Period.

4.7. Proposer's Costs

Except as otherwise provided in Section 3.12 (Reimbursement) of this RFP or as explicitly set forth in the ENA or the Project Agreement, the cost of preparing a Proposal, and any and all other costs incurred by a Proposer at any time during the RFP Process, shall be borne solely by such Proposer.

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5. EVALUATION PROCESS

5.1. Evaluation Process and Criteria

In order to ensure a fair, uniform, and transparent basis of award, upon PGCPS' receipt of the Proposals, PGCPS will proceed to review the Proposals consistent with the evaluation procedures and criteria established in this RFP.

5.2. Basis of Award

The selection of the most advantageous Proposal will be based on a best value determination, determined in accordance with the evaluation procedures and weighted criteria stated in this Section 5 of the RFP.

5.3. Selection Committee and Approvals

PGCPS will establish a Selection Committee comprised of qualified experts and professionals with experience in diverse Project elements which will be responsible for evaluating the Proposals and making a recommendation as to the Successful Proposer. Proposals may be reviewed by PGCPS and County officials, their duly appointed advisors, and other experts as deemed technically necessary and appropriate by PGCPS. Execution of the Project Agreement is subject to certain approvals, as required under applicable law and regulations, which includes approval by the Board of Education and compliance with all Applicable Laws.

5.4. Evaluation Procedure

The evaluation process shall contemplate a dual-phase process whereby before making its best value determination, PGCPS will first evaluate Proposals to determine whether they are responsive based on an evaluation of threshold evaluation factors described in Section 5.4.1 (Phase 1: Proposal Responsiveness Review) of this RFP. Following the responsiveness review, all responsive Proposals will be evaluated in the manner described in Section 5.4.2 (Phase 2: Evaluation Categories and Weighing) of this RFP, and PGCPS will assign an overall ranking to each Proposal based on which Proposal delivers the best value to PGCPS. PGCPS will not score or select any Proposer that PGCPS determines has submitted a materially non-responsive Proposal.

5.4.1. Phase 1: Proposal Responsiveness Review

PGCPS shall conduct a preliminary review of the Technical and Financial Proposals to assess responsiveness and to identify any aspects of the Proposals that requires clarification. PGCPS may, in its sole discretion, request clarification of some or all of the Proposal in accordance with Section 5.5.5 (*Clarifications and Additional Information*) of this RFP.

The review will include, among other elements, a confirmation that the Technical and Financial Proposals have complied with all terms and conditions of this RFP, including, without limitation, all applicable submittal requirements. This responsiveness review shall likewise take into consideration, without limitation, any material misrepresentations, any material adverse changes that may have affected the Proposer's financial condition and capabilities since the submittal of its RFQ Response, and the impact of any unapproved Organizational Changes.

Any Proposal that PGCPS determines is incomplete in any material respect may be deemed nonresponsive and rejected in its entirety. Only Proposals deemed responsive will be evaluated in accordance with this RFP.

5.4.2. Phase 2: Evaluation Categories and Weighting

Following the Proposal responsiveness review described above, responsive Proposals will be evaluated by the Selection Committee in accordance with the evaluation criteria set forth in this RFP.

The Proposal evaluation categories and their relative weighting are set forth in the following table:

Categories	Maximum Percentage of Total Points
TECHNICAL PROPOSAL	48%
<i>Organization & Project Management</i>	3%
<i>MBE/CBB Subcontracting and Local Community Benefit Program</i>	5%
<i>Design Approach</i>	20%
<i>Construction Approach and Schedule</i>	10%
<i>Facilities Management Approach</i>	10%
FINANCIAL PROPOSAL	42%
<i>Confirmation of Financial Capacity</i>	Pass/Fail
<i>Financing Plan</i>	5%
<i>Community Equity Investment Program Plan</i>	2%
<i>Committed Predevelopment Costs</i>	3%
<i>Committed Design-Build Soft Costs</i>	13%
<i>Committed Operations and Maintenance Costs Per Gross Square Foot</i>	8%
<i>Maximum Equity IRR</i>	9%
<i>Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee</i>	2%
<i>MBE Equity Percentage</i>	Up to 0.5% Bonus Points
PARTNERSHIP	10%
Maximum Total	100.5%

5.5. Proposal Point Scoring

5.5.1. Technical Proposal Scoring

The Technical Proposal evaluation criteria relate to five major categories with associated sub categories that will be evaluated and scored by the Selection Committee using a points system. The evaluation criteria are detailed in Schedule B-2 of this RFP. The percentage of the maximum total points assigned to each of the major Technical Proposal evaluation categories is indicated in Section 5.4.2 (*Phase 2: Evaluation Categories and Weighting*) of this RFP. The Selection Committee intends to award points for the criteria in each sub category in a manner that will result in the difference in technical points awarded to the Technical Proposals under each sub category being representative of the Selection Committee’s assessment of the difference in value to PGCPS of the Technical Proposals with respect to the relevant criterion. The Selection Committee reserves the right, in its sole discretion, to determine the points awarded for each sub category based on its evaluation of the Technical Proposal information considered for the criteria in each sub category. The Selection Committee may elect to award tenths of a point and/or to use an adjectival rating system to assign points.

5.5.2. Financial Proposal Scoring

The Financial Proposal evaluation criteria relate to nine major categories with certain associated sub categories as well as relevant criteria or formula calculations that will be evaluated and scored by the Selection Committee using a points system. One major evaluation category, Confirmation of Financial Capacity, will be evaluated on a pass/fail basis based on the updated company financial information provided as part of the Financial Proposal. The evaluation criteria for the remaining categories are detailed in Schedule C-2 of this RFP. The percentage of the maximum total points assigned to each of the major Financial Proposal evaluation categories is indicated in Section 5.4.2. (*Phase 2: Evaluation Categories and Weighing*) of this RFP. The Selection Committee intends to award points for the criteria in each sub category in a manner that will result in the difference in points awarded to the Financial Proposals under each sub category being representative of the Selection Committee's assessment of the difference in value to PGCPS of the Financial Proposals with respect to the relevant criterion. The Selection Committee reserves the right, in its sole discretion, to determine the points awarded for each sub category based on its evaluation of the Financial Proposal information considered for the criteria in each sub category. The Selection Committee may elect to award tenths of a point and/or to use an adjectival rating system to assign points; hundredths of a point may be awarded based on certain formula calculations as set forth in Schedule C-2 of this RFP.

5.5.3. Partnership Scoring

Partnership is a separate major evaluation category with associated criteria that will be evaluated and scored by the Selection Committee using a points system. The evaluation criteria for this evaluation category are detailed in Schedule D-1 of this RFP. The percentage of maximum total points assigned to the Partnership category is indicated in Section 5.4.2. (*Phase 2: Evaluation Categories and Weighing*) of this RFP. The Selection Committee reserves the right, in its sole discretion, to determine the points awarded for Partnership category based on its evaluation of information relevant to the criteria considered as part of the Partnership scoring. The Selection Committee may elect to award tenths of a point and/or to use an adjectival rating system to assign points.

5.5.4. Total Score and Award

After points have been assigned to the Technical Proposal, the Financial Proposal and the Partnership evaluation category, the Selection Committee will add the Technical Proposal point score, the Financial Proposal point score, and the Partnership score for each Proposal. The Proposer submitting the Proposal that receives the highest total number of points will be deemed to provide the best value to PGCPS and will be the Successful Proposer.

In the event of a tie, PGCPS shall extend to those tying Proposers a request for Best and Final Offer for the purpose of determining the Successful Proposer.

5.5.5. Clarifications and Additional Information

- (a) To facilitate the examination and evaluation of Proposals, PGCPS may, at any time during the Proposal evaluation, in its sole discretion, issue one or more requests for clarification to one or more Proposers, seeking additional information or clarification from a Proposer and may request a Proposer to verify or certify certain aspects of its Proposal. Proposers shall respond to any such request by such time as is specified by PGCPS in such request. The scope, length, and topics to be addressed in requests for clarification shall be prescribed by, and subject to the absolute discretion of, PGCPS.

Upon receipt of any requested additional information or clarification, the applicable Proposal or Proposals may be re-evaluated by PGCPS to consider such additional information or clarification.

- (b) Any additional information or clarification submitted by a Proposer pursuant to this Section 5.5.5. shall become a part of the Proposer's Proposal.

5.5.6. Waiver of Non-Conformities

PGCPS, in its absolute discretion, may waive mistakes, clerical errors and minor irregularities, omissions, nonconformities, or discrepancies unrelated to the material content of a Proposal and may offer a Proposer the opportunity to clarify its Proposal or request revisions to all Proposals, in each case, in accordance with this Section 5.7. The provisions of this Section are not intended to, and shall not, limit in any manner any of the rights reserved by PGCPS under Section 7 (*PGCPS' Rights, Disclaimers, and Requirements*) of this RFP.

5.5.7. No Obligation to Award

This RFP does not commit or bind PGCPS to award or enter into a Project Agreement with any Proposer. This RFP is for the convenience of PGCPS.

5.5.8. Award Notice

After the evaluation of Proposals is duly completed and a Successful Proposer selected, PGCPS shall notify all Proposers of the result by issuing an "Award Notice". The Award Notice shall likewise be posted on <https://www.pgcps.org/Purchasing/> and [eMaryland Marketplace](#). If a Successful Proposer is selected, a debriefing will be made available to any unsuccessful Proposer. A qualifying unsuccessful Proposer, if it wishes to have a debriefing, must make a request in writing to the Director of Purchasing and Supply Services ("**Purchasing Director**") and the Construction Procurement Supervisor within four (4) Business Days of being notified that it was not selected as a Successful Proposer. The debriefing shall occur within seven (7) Business Days of the Purchasing Director's and the Construction Procurement Supervisor's receipt of an unsuccessful Proposer's request.

5.5.9. Protests and Appeals

This Section 5.5.9. sets forth the exclusive protest remedies available with respect to this RFP. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, and expressly waives all other rights and remedies. Each Proposer agrees that the decision on any protest, as provided herein, will be final and conclusive. These provisions are included in this RFP expressly in consideration for such waiver and agreement by the Proposers.

The Purchasing Director and the Construction Procurement Supervisor shall attempt to resolve informally all protests of the decision to issue a Notice of Award to the Successful Proposer. Proposers are encouraged to present their concerns in writing promptly to the Purchasing Director and the Construction Procurement Supervisor for consideration and resolution. Open dialogue is helpful for all parties, and disputes are often only a misunderstanding of the evaluation and recommendation process.

- (a) An interested party (any Proposer) may protest an award decision to the Purchasing Director.

- (b) All protests shall be submitted for filing to the following physical address with a courtesy copy submitted to the electronic mail addresses listed:

Department of Purchasing and Supply Services
PROTEST INFORMATION
Facilities Administration Building
13300 Old Marlboro Pike, Trailer 6
Upper Marlboro, MD 20772
ATTN: Construction Procurement Supervisor (RFP No. DCP001-23-RFP)

E-mail:

bpschools.phase2@pgcps.org
mishael.danielson@pgcps.org

- (c) The protest shall be in writing and shall include the following:
- (i) The name, address, and telephone number(s) of the protester;
 - (ii) Identification of the solicitation;
 - (iii) Statement of reasons for the protest;
 - (iv) Supporting documentation to substantiate the claim; and
 - (v) The remedy sought.
- (d) The Construction Procurement Supervisor shall inform the Purchasing Director upon receipt of any protest.
- (e) Where a debriefing is requested by a qualifying unsuccessful Proposer in accordance with Section 5.5.8. (*Award Notice*), a protest by that Proposer of the decision to issue a Notice of Award to the Successful Proposer shall not be filed before the debriefing is held but must be filed with the Department of Purchasing within not later than five (5) Business Days after the first debriefing date offered to the unsuccessful Proposer or ten (10) Business Days after the date of the notice informing the unsuccessful Proposer that it was not selected as a Successful Proposer, whichever is later. A protest of the decision to issue a Notice of Award to the Successful Proposer by a qualifying unsuccessful Proposer that does not request a debriefing must be filed not later than ten (10) Business Days after the date of the notice informing the Proposer that it was not selected as a Successful Proposer.
- (f) Protests based upon alleged improprieties in the RFP which are apparent before the Proposal Submission Deadline shall be delivered by a Shortlisted Respondent as promptly as possible but, in all cases, at least ten (10) Business Days before the Proposal Submission Deadline.
- (g) Protests not delivered within the time periods specified above shall be untimely.
- (h) A Proposer who does not file a timely protest is deemed to have waived any objection.

- (i) The Purchasing Director shall inform the Chief Operating Officer (COO) upon receipt of any protest.
- (j) The Purchasing Director shall confer with the General Counsel prior to issuance of a decision regarding any protest under this RFP Process.
- (k) The protestor shall have the burden of proving by clear and convincing evidence both error and prejudice resulting from the error in support of its protest.
- (l) The Purchasing Director shall issue a decision in writing. The Purchasing Director will only consider whether PGCPS' determination was arbitrary, capricious, or contrary to law and, if so, whether the protestor has been prejudiced, and will either affirm PGCPS' original determination or recommend remedial steps, if appropriate, to address the issues raised in the protest.
- (m) Any determination by the Purchasing Director may be appealed to the COO within four (4) Business Days of issuance of the decision by the Purchasing Director to be reviewed in accordance with the same standards set forth above. The decision of the COO shall be final.
- (n) The COO and the Department of Purchasing and Supply Services shall not be liable for any damages to the entity filing the protest or to any participant in the protest, on any basis, express or implied.

6. POST-AWARD REQUIREMENTS AND CLOSING

6.1. Formalization and Execution of the Project Agreement

6.1.1. Exclusive Negotiating Agreement and Commercial Close Deadline

Following the Notice of Intent to Award, the Successful Proposer will receive from PGCPS an execution version of the Exclusive Negotiating Agreement in the form of Proposal Form T-17, with the bracketed items completed by PGCPS. Within two (2) Business Days of receipt from PGCPS, the Successful Proposer shall return a signed version of the Exclusive Negotiating Agreement to PGCPS. In the event that the Successful Proposer fails to return to PGCPS a signed Exclusive Negotiating Agreement within two (2) Business Days of receipt of request from PGCPS, PGCPS may revoke its selection of the Successful Proposer, and may take any other action described in Section 6.1.4. (*Withdrawal of Successful Proposer Status*) and Section 7.1 (*PGCPS' Rights*). PGCPS will countersign the Exclusive Negotiating Agreement executed by the Successful Proposer upon the Board's approval of the Successful Proposer.

The Exclusive Negotiating Agreement outlines the details of the activities, roles and responsibilities of PGCPS and the Successful Proposer during the Exclusive Negotiating Period.

No later than May 31, 2024, or such longer time as the Successful Proposer and PGCPS may agree in accordance with the Exclusive Negotiating Agreement, the Successful Proposer, acting through its incorporated special purpose entity, shall execute the Project Agreement with PGCPS, thereby reaching commercial close ("**Commercial Close Deadline**").

6.1.2. Project Agreement

- (a) Issues relating to the Project Agreement shall be resolved through the RFP Process prior to the Proposal Submission Deadline, so that the terms and conditions of the Final Agreement Draft shall be non-negotiable, except as permitted in Section 6.1.2(b) below.
- (b) By submitting its Proposal, each Proposer commits to enter into good faith negotiations with PGCPS to finalize the Project Agreement as included in the Final RFP, as amended during the RFP Process, without any revisions except with respect to the following:
 - (i) minor changes, additions, and modifications necessary to create a complete, consistent, and legally binding contract;
 - (ii) additions or modifications reasonably necessary to accommodate the Successful Proposer's corporate and financing structure in accordance with the Proposal, provided that such additions or modifications are consistent with the terms of the Final Agreement Draft and the RFP in PGCPS' absolute discretion; and
 - (iii) additions or modifications required to complete the Project Agreement and exhibits.

PGCPS will consider the Final Agreement Draft to be non-negotiable, except for the preceding items. PGCPS, in its sole discretion, may consider additional changes to the Final Agreement Draft that would result in benefit to PGCPS (including, but not limited to, adherence to the Affordability Ceiling); however,

for clarity, Proposers should not expect PGCPS to consider changes to the Final Agreement Draft except as set forth in this Section.

6.1.3. Conditions Precedent to Project Agreement Execution

The conditions precedent to Project Agreement execution are set forth in the Exclusive Negotiating Agreement.

6.1.4. Withdrawal of Successful Proposer Status

Pursuant to Section 7.1 (PGCPS' Rights), should PGCPS revoke the status of a Proposer as the Successful Proposer, PGCPS reserves the right, and shall be entitled, to:

- (a) reject all Proposals and terminate the RFP Process;
- (b) issue a Request for Proposal revision to all Proposers; or
- (c) proceed with the Proposal that had passed all steps of the evaluation process described in Section 5 (*Evaluation Process*) and achieved the next highest Total Proposal Score ("**Next Ranking Proposer**") to finalize (or attempt to finalize) a Project Agreement with that Proposer in accordance with Section 6.1. (*Formalization and Execution of the Project Agreement*).

In such event, PGCPS shall notify the Next Ranking Proposer of its election by written notice (a "**Substitute Selection Notice**"). The Next Ranking Proposer shall, from and after the date of receipt of the Substitute Selection Notice, assume the status of the Successful Proposer hereunder and shall meet the requirements set forth herein for the Successful Proposer.

6.1.5. Potential Payments During the Exclusive Negotiating Period by PGCPS and the Successful Proposer

- (a) In accordance with the Exclusive Negotiating Agreement, a variety of conditions precedent to the execution of the Project Agreement are expected to occur.
- (b) To the extent the Exclusive Negotiating Agreement is terminated for certain reasons, as set forth in the Exclusive Negotiating Agreement, the Successful Proposer may be eligible to receive from PGCPS a "**PGCPS-Paid Breakage Fee**" (as defined in the Exclusive Negotiating Agreement), and PGCPS may be entitled to receive from the Successful Proposer a "**Successful Proposer-Paid Breakage Fee**" (as defined in the Exclusive Negotiating Agreement).
- (c) Simultaneous with the execution of the Exclusive Negotiating Agreement, Successful Proposer shall provide to PGCPS either a letter of credit in the amount of the PGCPS Compensation in the form of Form T-7 or a parent company guarantee in the form of Form T-8. In the event that the Successful Proposer fails to return to PGCPS such letter of credit or parent company guarantee at the time that the Successful Proposer delivers the signed Exclusive Negotiating Agreement to PGCPS, PGCPS may revoke its selection of the Successful Proposer, and may take any other action described in Section 6.1.4. (*Withdrawal of Successful Proposer Status*) and Section 7.1 (*PGCPS' Rights*).

- (d) Pursuant to Section 7.1 (*PGCPS' Rights*) of this RFP, should the Developer fail to fulfill the conditions set forth in the Exclusive Negotiating Agreement, PGCPS, at its sole discretion, reserves the right, and shall be entitled, to proceed to finalize (or attempt to finalize) a Project Agreement with the Next Ranking Proposer, following the same procedures set forth in Section 6.1.4. (*Withdrawal of Successful Proposer Status*) above.

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7. PGCPS' RIGHTS, DISCLAIMERS, AND REQUIREMENTS

7.1. PGCPS' Rights

PGCPS reserves, without limitation, and may exercise at its discretion, the rights set forth below. These rights are in addition to and will not limit any of the specific rights or conditions provided in the RFP. By participating in the RFP Process, Shortlisted Respondents and Proposers acknowledge and consent to PGCPS' reservation of the following rights in effect before execution of the Project Agreement:

- (a) The right to modify or terminate the procurement process, including the right to decide not to award a Project Agreement as a result of this procurement, by written notice to Shortlisted Respondents and Proposers for any reason whatsoever;
- (b) The right to modify and make changes to the anticipated procurement schedule upon reasonable notice to Shortlisted Respondents and Proposers;
- (c) The right, for any reason, not to execute a Reimbursement Agreement, Exclusive Negotiating Agreement, or Project Agreement as a result of this procurement process;
- (d) The right to waive any defect, technicality, or any other error or irregularity in a Proposal or with respect to the procurement process;
- (e) The right to reject any Proposal that is not responsive to the requirements of this RFP, or to disqualify any Shortlisted Respondents or Proposer deemed to be unqualified during any stage of the procurement process, and to terminate the Shortlisted Respondent's or Proposer's Reimbursement Agreement in the event a Shortlisted Respondent or Proposer is deemed to be unqualified;
- (f) The right, at any time, to determine that any or all Shortlisted Respondents or Proposers will not be qualified for further consideration upon notice to the Shortlisted Respondents or Proposers;
- (g) The right to require Shortlisted Respondents or Proposers to provide representatives at places and times requested by PGCPS to meet with PGCPS and answer questions and supplement or otherwise clarify matters relating to this procurement for PGCPS;
- (h) The right to disqualify any Shortlisted Respondent or Proposer that undergoes an Organizational Change without prior written approval from PGCPS;
- (i) The right to exclude from consideration any Proposer whose Proposal contains a material misrepresentation;
- (j) The right at any time to revise or eliminate one or more of the terms and services described in the draft Project Agreement, or to include services not currently contemplated therein;
- (k) The right, without prior notice, to supplement, amend, or otherwise modify this RFP including the draft Project Agreement, Technical Requirements, issue Addenda, or otherwise request additional information;
- (l) The right through the procurement process to conduct investigations with respect to the qualifications and experience of each Shortlisted Respondent or Proposer, or any Proposer team member included in a Proposal, including the right to contact any

references identified by the Shortlisted Respondents or Proposer and to request additional evidence to support any such information;

- (m) The right to take any action affecting the RFP Process, the Project Agreement, the Reimbursement Agreement, the Exclusive Negotiating Agreement, or the Project that PGCPS determines to be in PGCPS' best interests, including the right to cancel this RFP in whole or in part with or without substitution of another RFP if such cancellation is deemed to be in the best interest of PGCPS;
- (n) The right to interview one or more of the Shortlisted Respondents or Proposers, in PGCPS' sole discretion, in order to obtain clarification of information provided by the Shortlisted Respondent or Proposer;
- (o) The right to request one or more best-and-final offers from two or more Proposers determined by PGCPS to have a reasonable chance of being selected as the Successful Proposer;
- (p) The right to approve or disapprove the use of particular subcontractors, substitutions, or changes in Proposals;
- (q) The right to modify, via addendum, with reasonable notice prior to the Submission Deadlines, the factors PGCPS will consider in evaluating and scoring Proposals and otherwise revise or expand its evaluation methodology;
- (r) The right to refuse to receive or open a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:
 - (i) Failure on the part of the Proposer or member of the Proposer's team to pay, satisfactorily settle or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts with PGCPS;
 - (ii) Default on the part of the Proposer or a member of the Proposer's team under previous contracts with PGCPS;
 - (iii) Unsatisfactory performance by the Proposer or a member of the Proposer team under previous contracts with PGCPS;
 - (iv) Issuance of a notice of debarment or suspension to the Proposer or member of the Proposer's team;
 - (v) Existence of an organizational Conflict of Interest or evidence of collusion between a prospective Proposer (or a member of the Proposer's team) and other Proposers (or a member of the Proposer's team) in preparation of an RFQ Response , proposal or bid for any PGCPS contract;
 - (vi) Any material adverse change in the condition of the Proposer (or a member of the Proposer's team) since the submission of the RFQ Response that would reasonably impact the Proposer's ability to deliver the Project Services contemplated in this RFP and the Project Agreement.

7.2. PGCPS Disclaimers

In issuing this RFP and undertaking the procurement process contemplated hereby, PGCPS specifically disclaims the following:

- (a) Any obligation to award or execute an Exclusive Negotiating Agreement or Project Agreement pursuant to this RFP; and
- (b) Any obligation to reimburse a Shortlisted Respondent or Proposer who does not sign a Reimbursement Agreement or is otherwise disqualified or deemed non-responsive for any costs such Shortlisted Respondent or Proposer incurs under this RFP Process.

Information supplied by PGCPS is for the convenience of the Shortlisted Respondents and Proposers and is the best available information to the knowledge and belief of PGCPS. Unless otherwise stipulated in the Project Agreement, PGCPS does not warrant that all the information provided in the Data Room is accurate or complete, and sole reliance upon the data is at the Shortlisted Respondent's or Proposer's risk.

In no event shall PGCPS be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Project Agreement has been authorized and executed by PGCPS and, then, only to the extent set forth in the Project Agreement, provided that the disclaimer in this Section 7.2. shall not apply to the obligations of PGCPS to the Shortlisted Respondents or Proposers during the RFP Process, which are expressly set forth in the RFP.

Neither PGCPS, nor any of its consultants, directors, officers, or employees, shall be charged personally with any liability by a Shortlisted Respondent, Proposer, or another Person or held liable to a Shortlisted Respondent, Proposer, or another Person under any provision of the RFP or any statement made in the RFP, or because of the submission or attempted submission of a Proposal or other response, or otherwise. Each Shortlisted Respondent, by participating in the RFP Process, and each Proposer, by submitting a Proposal in response to the RFP, expressly waives any right it may have to bring a claim for any such liability.

In participating in the RFP Process, each Shortlisted Respondent is specifically acknowledging and agreeing to the disclaimers set forth in this Section 7.2.

In submitting a Proposal in response to the RFP, each Proposer is specifically acknowledging and agreeing to the disclaimers set forth in this Section 7.2.

7.3. General Records Clause

The Successful Proposer and Developer's contracts, files, accounts, records, and other documents related to the Exclusive Negotiating Agreement and the Project Agreement shall be open to examination and/or audit by PGCPS and made available by the Successful Proposer / Developer to PGCPS and/or its designated agents at any time upon reasonable prior notice, during performance under the Exclusive Negotiating Agreement and the Project Agreement, as applicable, and for a period of four (4) years after the later of termination, final payment, or such longer period of time as required by law, rule, regulations, or the provisions of the Exclusive Negotiating Agreement or Project Agreement.

7.4. Compliance with Laws

Shortlisted Respondents and Proposers shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the Project Services to be rendered under the Project Agreement. Shortlisted Respondent or Proposer violations of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this RFP, and PGCPS may disqualify the Shortlisted Respondent or Proposer from this RFP. Developer violations of any of these laws, statutes, ordinances, rules or

regulations will constitute a breach of the Project Agreement, and PGCPS may terminate the Project Agreement in accordance with its terms for this breach.

7.5. Eligibility to Work in the United States

The Developer will be required to comply in all respects with federal, state (including Maryland Motor Vehicle laws) and local regulations, including laws regarding eligibility to work in the United States.

7.6. Governing Law

This RFP, the Reimbursement Agreement, the Exclusive Negotiating Agreement, and the Project Agreement shall be governed by the laws of the State of Maryland. Any disputes, legal cases, or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law. Any lawsuits arising out of this RFP shall be filed in the Circuit Court for Prince George's County, Maryland. Additionally, if applicable, all materials, supplies, equipment, or services supplied as a result of the Project Agreement shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards. The Developer's financing documents, however, may be governed by the laws of New York.

The Developer shall comply with all applicable laws and regulations relating to the employment of aliens; such failure shall constitute a material breach of the Project Agreement. It is a mandatory requirement of the Project Agreement that employees of the Developer and the Developer's subcontractors are screened through the Federal Government's E-Verify system, found at <https://www.e-verify.gov/>. This is a "no fee" service.

7.7. EPA Compliance

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

7.8. State of Maryland Certificate of Good Standing

Proposers shall submit a State of Maryland Certificate of Good Standing or other State of Maryland issued documentation verifying the Proposer is in Good Standing with the Department of Assessment and Taxation of Maryland and/or registered to do business in the State of Maryland. Certificates of Status may be obtained online at <http://www.dat.state.md.us>.

This requirement applies to both Domestic and Foreign (out of state) Proposers. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

7.9. Protection of Property

The Project Agreement will require that the Developer use reasonable care to avoid damaging existing buildings, equipment, and property at the Sites and all material furnished by PGCPS. If the Developer's failure to use reasonable care causes damage to any property, the Developer must replace or repair the damage at no expense to PGCPS as directed by PGCPS. If the Developer fails or refuses to make such repair or replacement, the Developer will be liable for the cost, which may be deducted from payments due to the Developer.

7.10. Protection of Information

7.10.1. Personally Identifiable Information (PII)

- (a) Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of the Project Agreement, including transactional and other data pertaining to users.

- (b) The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

7.10.2. Educational/Medical/Psychological Records

The Shortlisted Respondent or Proposer acknowledges its responsibility to ensure compliance with the confidentiality provisions of the Family Educational Records Privacy Act (34 CFR §99); The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to school records provided by PGCPS, if applicable.

Any confidential information provided by PGCPS to the Shortlisted Respondent or Proposer, including all copies thereof, must be used by the Shortlisted Respondent or Proposer only as provided for by this RFP or the Project Agreement and only for the purposes described. Such information shall not be disseminated or disclosed to any third party not a party to the Project Agreement without the expressed written consent of PGCPS and can only be done in accordance with applicable privacy laws. The Shortlisted Respondent or Proposer agrees to return to PGCPS all such information within fifteen (15) days of the expiration or termination of the RFP Process or the Project Agreement, as applicable, or with the express consent of PGCPS. The Shortlisted Respondent or Proposer may destroy such information within fifteen (15) days of termination or expiration of the RFP Process or the Project Agreement, as applicable, certifying to PGCPS in writing that the information has been destroyed.

7.10.3. Protection of Student Records

The Shortlisted Respondent or Proposer and its affiliates or subcontractors, at their expense, have a duty to and shall protect from disclosure any and all student records which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in conformance with current industry standards.

The Shortlisted Respondent or Proposer or its affiliates or subcontractors shall implement and maintain a comprehensive data – security program for the protection of student records whether the records are stored electronically and/or in hard copy form. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of student records, and information of a similar character, as set forth in all applicable federal and state law and written policy of PGCPS or the Maryland State Board of Education (“**MSBE**”) concerning the confidentiality of student records. Such data-security program shall include, but not be limited to, the following:

- (a) A security policy for employees related to the storage, access, and transportation of data containing student records;
- (b) Reasonable restrictions on access to records containing student record information, including access to any locked storage where such records are kept;
- (c) A process for reviewing policies and security measures at least annually;
- (d) Creating secure access controls to student records, including but not limited to passwords; and
- (e) Encryption of student records that are stored on laptops, portable devices, or being transmitted electronically. The Shortlisted Respondent or Proposer and its subcontractors or affiliates shall notify the PGCPS Representative as soon as is practicable, but no later than twenty-four (24) hours, after they become aware of or suspect that any student records which the Shortlisted Respondent or Proposer or subcontractors or affiliates possess or control have been subject to a student records breach.

The Shortlisted Respondent or Proposer shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliates to safeguard student records in the same manner as provided for in this Section. Nothing in this Section shall supersede in any manner the Shortlisted Respondent or Proposer or its affiliate's obligations pursuant to HIPAA, FERPA, or the provisions of this RFP or the Project Agreement concerning the obligations of the Shortlisted Respondent or Proposer as a service provider to PGCPS.

7.10.4. Public Statements

Shortlisted Respondents and Proposers shall not use or reference the Name or Emblem of The Board of Education of Prince George's County in issuing any press releases or otherwise making any public statement with respect to this RFP or the Project Agreement (unless such press release or statement is required by applicable law, regulation, or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of PGCPS, which consent will not be unreasonably withheld. The unauthorized use of the name or emblem of PGCPS is prohibited by the United States Criminal Code - Section 706.

7.11. Criminal Background Checks and Restrictions on Employee Assignments

7.11.1. Criminal Background Checks

- (a) It is the responsibility of the Developer to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified below.
- (b) The Project Agreement will require that the Developer provide to the designated PGCPS representative a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, and any instructors. All correspondence should include the following information as applicable:
 - (i) Title of the Project;
 - (ii) Site;

- (iii) Solicitation number;
- (iv) Contract number; and
- (v) PGCPS representative/project manager.

7.11.2. Employees Having Direct Contact with and/or Uncontrolled Access to Students

- (a) The Project Agreement will require that any and all current and future employees of the Developer who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George’s County Department of Social Services, and complete the SafeSchools training module – Prince George’s County Child Abuse: Mandatory Reporting and any other required training as appropriate.
- (b) The Project Agreement will require that all background checks must be completed 15 Business Days prior to beginning work in and around PGCPS property or engaging in any authorized activities involving PGCPS students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPS satellite fingerprinting offices located in Prince George’s County. No person may begin working in PGCPS until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through SafeSchools.
- (c) The Project Agreement will provide that prior to initiating any work at a Site, current and future employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants, and instructors of the Developer must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- (d) Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of PGCPS who provides services to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. The Project Agreement will require that the Developer shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.

7.11.3. Restrictions on Employee Assignments

The Project Agreement will provide that the Developer will be prohibited from assigning the following persons from working at a Site:

- (a) Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722);
- (b) Individuals convicted of a crime involving third- or fourth degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113); and
- (c) Individuals identified as an alleged abuse or neglect following completion of a Child Protective Services investigation with a finding of “indicated” child abuse or neglect.

SCHEDULES & PROPOSAL FORMS

Schedule A	Summary and Checklist of Proposal Contents
Schedule A-1	Technical Proposal Checklist
Schedule A-2	Financial Proposal Checklist
Schedule B	Technical Proposal
Schedule B-1	Technical Proposal Submittal Requirements
Schedule B-2	Technical Proposal Evaluation Criteria
Schedule C	Financial Proposal
Schedule C-1	Financial Proposal Submittal Requirements
Schedule C-2	Financial Proposal Evaluation Criteria
Schedule D	Partnership Evaluation
Schedule D-1	Partnership Evaluation Criteria
Schedule E	Standardized Proposal Forms

Schedule A: Summary and Checklist of Proposal Contents

Technical Proposal Checklist

Proposers should follow the order of the Technical Proposal Checklist in their submissions. A referenced copy of this document should be submitted with the Technical Proposal. See Schedule B-1 (Technical Proposal Submittal Requirements) for additional information regarding the components of the Technical Proposal.

Proposal Components	Relevant Form (if any)	RFP Reference	Proposal Reference
Part 1.1. Administrative Requirements			
1.1.1. Technical Proposal Submission Letter	Proposal Form T-1	§1.1.1 of Schedule B-1	
1.1.2. Technical Proposal Executive Summary		§1.1.2 of Schedule B-1	
1.1.3. Administrative Submittals	Proposal Forms (various)	§1.1.3 of Schedule B-1	
Part 1.2: Organization & Project Management			
1.2.1. Confirmation of RFQ Response		§1.2.1 of Schedule B-1	
1.2.2. Proposer Organization and Management		§1.2.2 of Schedule B-1	
1.2.3. Collaboration & Outreach		§1.2.3 of Schedule B-1	
Part 1.2(a): MBE/CBB Subcontracting and Local Community Benefit Program			
1.2.4. MBE Subcontracting Plan		§1.2.4 of Schedule B-1	
1.2.5. CBB Subcontracting Plan		§1.2.5 of Schedule B-1	
1.2.6. Local Community Benefit Program		§1.2.6 of Schedule B-1	
Part 1.3: Schedule			
1.3.1. Project Schedule		§1.3.1 of Schedule B-1	
Part 1.4. Design			
1.4.1. Design Approach and Considerations		§1.4.1 of Schedule B-1	
1.4.2. Design Statement		§1.4.2 of Schedule B-1	
1.4.3. Site Plans for Each of the Eight Sites		§1.4.3 of Schedule B-1	
1.4.4. Project Designs		§1.4.4 of Schedule B-1	
1.4.5. Design Drawings for the Two Prototype Schools (Elementary School and K-8 School)		§1.4.5 of Schedule B-1	
1.4.6. FF&E		§1.4.6 of Schedule B-1	
1.4.7. Key Personnel – Design		§1.4.7 of Schedule B-1	
1.4.8. Budget Estimate	Proposal Form T-18	§1.4.8 of Schedule B-1	
Part 1.5. Construction & Commissioning			
1.5.1. Construction Approach		§1.5.1 of Schedule B-1	
1.5.2. Design-Build Integration		§1.5.2 of Schedule B-1	
1.5.3. Design-Build Quality Management Plan		§1.5.3 of Schedule B-1	
1.5.4. Safety Management Plan		§1.5.4 of Schedule B-1	
1.5.5. Commissioning		§1.5.5 of Schedule B-1	
1.5.6. Communications		§1.5.6 of Schedule B-1	
1.5.7. Key Personnel – Construction		§1.5.7 of Schedule B-1	
1.5.8. Staging Plan		§1.5.8 of Schedule B-1	
Part 1.6: Services			
1.6.1. Overview		§1.6.1 of Schedule B-1	
1.6.2. Approach		§1.6.2 of Schedule B-1	
1.6.3. Organization		§1.6.3 of Schedule B-1	
1.6.4. Start-up Plan		§1.6.4 of Schedule B-1	
1.6.5. Services		§1.6.5 of Schedule B-1	

1.6.6. Handback		§1.6.6 of Schedule B-1
1.6.7. Help Desk		§1.6.7 of Schedule B-1
1.6.8. Life Cycle Plan and Life Cycle Schedule	Proposal Form T-19	§1.6.8 of Schedule B-1

Financial Proposal Checklist

Proposers should follow the order of the Financial Proposal Checklist in their submissions. A referenced copy of this document should be submitted with the Financial Proposal. See Schedule C-1 (Financial Proposal Submittal Requirements) for additional information regarding the components of the Financial Proposal.

Proposal Components	Relevant Form (if any)	RFP Reference	Proposal Reference
Part 1.1: Executive Summary and Administrative Submissions			
1.1.1. Financial Proposal Submission Letter	Proposal Form F-1	§1.1.1 of Schedule C-1	
1.1.2. Financial Proposal Executive Summary		§1.1.2 of Schedule C-1	
Part 1.2. Confirmation of Financial Capacity			
1.2.1. Financial Capacity Information	Proposal Forms F-11 & F-12	§1.2.1 of Schedule C-1	
Part 1.3. Financing Plan			
1.3.1. Preferred Financial Structure and Supporting Narrative		§1.3.1 of Schedule C-1	
1.3.2. MBE Equity Plan	Proposal Form F-6	§1.3.2 of Schedule C-1	
1.3.3. MBE Equity Proof of Certification		§1.3.3 of Schedule C-1	
1.3.4. Approach to Financing During the Exclusive Negotiation Period		§1.3.4 of Schedule C-1	
Part 1.4. Community Equity Investment Program Plan			
1.4.1. Community Equity Investment Program Plan Narrative		§1.4.1 of Schedule C-1	
Part 1.5: Committed Project Costs			
1.5.1. Committed Predevelopment Costs	Proposal Form F-8	§1.5.1 of Schedule C-1	
1.5.2. Committed Design-Build Soft Costs	Proposal Form F-9	§1.5.2 of Schedule C-1	
1.5.3. Committed Operations and Maintenance Costs Per Gross Square Foot	Proposal Form F-10	§1.5.3 of Schedule C-1	
1.5.4. Maximum Equity Rate of Return	Proposal Form F-4	§1.5.4 of Schedule C-1	
1.5.5. Maximum Exclusive Negotiating Period PGCPS-Paid Breakage Fee	Proposal Form F-5	§1.5.5 of Schedule C-1	
Part 1.6: Other Requirements: Indicative Availability Payment Proposal			
1.6.1. Capital Charge	Proposal Form F-2	§1.6.1 of Schedule C-1	
1.6.2. Services Charge	Proposal Form F-3	§1.6.2 of Schedule C-1	
Part 1.7: Other Requirements: Financial Model			
1.7.2. Schedules		§1.7.2 of Schedule C-1	
1.7.3. Build Out Cost Breakdown		§1.7.3 of Schedule C-1	
1.7.4. Outputs		§1.7.4 of Schedule C-1	
1.7.5. Financial Model Instructions Book		§1.7.5 of Schedule C-1	
1.7.6. Sensitivity Analysis	Proposal Form F-7	§1.7.6 of Schedule C-1	
1.7.7. Interest Rate Hedging		§1.7.7 of Schedule C-1	
1.7.8. Refinancing		§1.7.8 of Schedule C-1	
1.7.9. Taxes		§1.7.9 of Schedule C-1	

Schedule B: Technical Proposal

SCHEDULE B-1: TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

1. GENERAL INSTRUCTIONS

The required contents and organization of the Technical Proposal are presented in this Schedule B-1 and summarized in the Technical Proposal Checklist provided in Schedule A (*Summary and Checklist of Proposal Contents*). Each Proposer is required to submit all the information set out in this Schedule B-1 in the organization and format specified herein and in the order set forth in Schedule A (*Summary and Checklist of Proposal Contents*). A copy of the Technical Proposal Checklist shall be included in the front of each Technical Proposal. The Proposer shall not amend the order or change the contents of the Technical Proposal Checklist except to provide the required cross-references to its Proposal. Failure to provide the requested information on the forms and in the form specified, or to provide all of the information requested, may result in PGCPS deeming a Proposal non-responsive.

1.1 Format

Pursuant to Section 4.3 (*Content, Format, and Organization*) of this RFP, Proposals are to be submitted in electronic form. In the event of any conflict between the electronic submission to eMMA and USB submission, the electronic submission to eMMA will take precedence.

Technical Proposal USB drives are to be presented in a separate sealed package.

Text shall be in English in a standard, minimum of 11-point font, single-spaced. Pages shall be printable in 8.5 x 11-inch format. Text used on graphics and figures and in tables may be a minimum of 9-point font. Graphics shall not consist of text only. Lines may be single spaced.

Drawings, organization charts and schedules shall be printable on 11 x 17-inch paper format. The Proposer's Conceptual Design Drawings shall be presented in US Customary units and shall be at a scale to clearly identify the Work.

The Proposer shall number each page in each Part consecutively (e.g., 1-1, 1-2; 2-1, 2-2).

1.2 Number of Copies and Copy Identification

Proposers must provide an electronic submission to eMMA and two (2) USB drives of the Technical Proposal in accordance with Section 4.3.3. (*Technical Proposal*) of this RFP.

1.3 Proposal Forms

All Forms named in this Schedule are provided as Proposal Forms, unless otherwise noted. All blank spaces in the Proposal Form must be filled in, as appropriate. Proposers may not make substantive changes to the Proposal Forms. Substantive changes to Proposal Forms may result in PGCPS deeming a Proposal non-responsive.

Evidence of signature authority shall be provided for all individuals signing Proposal Forms.

2. TECHNICAL PROPOSAL CONTENT

Section No.	Title	Submission Requirements	Page Limit
1.1.	Administrative Requirements		
1.1.1	Technical Proposal Submission Letter (Proposal Form T-1)	<p>Submit a fully executed and notarized Proposal Form T-1 (<i>Technical Proposal Submission Letter</i>). The Technical Proposal Submission Letter and all attachments thereto shall be signed by the duly designated Proposer Registered Representative who is empowered to sign it and to commit the Proposer to the obligations contained in the Proposal. The Technical Proposal Submission Letter shall include the following attachments:</p> <p style="padding-left: 40px;">Attachment 1 – Certificate of Authorization. Attachment 2 – Statement justifying records marked as proprietary or trade secret (if applicable).</p>	n/a
1.1.2.	Technical Proposal Executive Summary	<p>The Proposer shall submit an Executive Summary of their Technical Proposal which shall not exceed ten (10) pages. The Executive Summary shall NOT contain any information relating to pricing, but will at a minimum, provide an overview of key Technical Proposal elements, including the following:</p> <ul style="list-style-type: none"> (i) Proposer organization & approach to project management (including approach to meeting MBE/CBB subcontracting requirements). (ii) Proposer approach to collaboration with PGCPS and other stakeholders during and after the Exclusive Negotiating Agreement Period. (iii) Proposed technical approach and solutions for the Project, including: <ul style="list-style-type: none"> (a) A summary of Project Schedule and key delivery milestones; (b) A summary of how the Proposer will utilize the Exclusive Negotiating Agreement Period to the benefit of the Project; (c) A summary of the Proposer’s approach to life cycle maintenance; and (d) A brief overview of the Proposer’s risk management strategy. 	10 pages
1.1.3	Administrative Submittals	<p>The Proposer shall submit the following required administrative submittals, as well as any disclosures and submittals set out in Schedule D (<i>Standardized Proposal Forms</i>):</p> <ul style="list-style-type: none"> (i) <i>Professional Licensing</i>: Certification that the designs will be performed under the supervision of a Professional Engineer or Architect licensed in the State of Maryland and proof of such license(s). (ii) <i>Contractor Licensing</i>: Certification that the construction will be performed under the supervision of a Contractor licensed in the State of Maryland and proof of such license(s). (iii) <i>Registrations</i>: Proposers are required to provide evidence that each Major Participant and major subcontractor is 	n/a

		registered to do business, and is in good standing, in the State of Maryland.	
1.2.	Organization and Project Management		
1.2.1	Confirmation of RFQ Response	<ul style="list-style-type: none"> (i) The Proposer shall confirm that all information provided in the Proposer’s RFQ Response related to organizational structure and Key Personnel remains true and accurate, or, if any such information is no longer true or accurate, then provide updated information that is true and accurate. (ii) The Proposer shall confirm that, other than Organizational Changes duly approved by PGCPS, there have been no changes to information provided in the Proposer’s RFQ Response regarding: <ul style="list-style-type: none"> (a) Major Participants; or (b) Key Personnel identified in the Proposer team. 	n/a
1.2.2.	Proposer Organization & Management	<ul style="list-style-type: none"> (i) The Proposer shall identify and describe the legal structure of the Proposer (or that the Proposer will adopt as the Developer), including the proposed full legal name of the Proposer, or as applicable, each legal entity which comprises the Proposer. (ii) The Proposer shall provide a narrative description of the legal structure of the Proposer and the existing or anticipated contractual relationship between Proposer team members with an explanation of how Proposer’s structure will help effectively achieve PGCPS’ Project goals and objectives. (iii) <i>Governance</i>: The Proposer shall describe the relationships and reporting arrangement among the Proposer team members at critical stages of the Project (i.e., design, construction, maintenance, and handback), identifying the following: <ul style="list-style-type: none"> (a) Responsibilities of the Key Management Personnel; (b) Reporting relationships between the Proposer team members; (c) Nature of any sub-contracting arrangements to be entered into between the Project team members; and (d) The nature of any subcontracting arrangements and details of the risk allocation between the parties. (iv) <i>Organizational Charts</i>: The Proposer shall provide organizational charts reflecting the following: <ul style="list-style-type: none"> (a) An overall organizational chart identifying the roles of each member of the Proposer team, and, if any such entity is a joint venture, and the percentage ownership of each such joint venture entity; (b) An organizational chart showing the relationship between any member of the Proposer team and any Guarantors; (c) A corporate organizational chart that reflects all direct and indirect owners of the entity that would serve as the Developer, and the percentage ownership held by 	5 pages (excluding charts and resumes); 2 pages per resume

		<p>each such direct and indirect owner of its directly held entities up to the level of each Equity Member and any Guarantor. Such figure shall also reflect general partners and any investment manager/advisors of any investment funds reflected in the charts. The corporate organizational chart shall indicate and list the members of the board of directors, the senior officers and key management personnel of the Developer; and</p> <p>(d) An organizational chart which, at a minimum, identifies all Key Personnel.</p> <p>All organizational charts shall clearly identify roles, responsibilities, and reporting relationships.</p> <p>(v) <i>Key Management Personnel</i>: Provide resumes for the Proposer’s Key Management Personnel, including the following:</p> <p>(a) The Proposer’s Registered Representative.</p> <p>(b) The individual who will lead the Proposer team during the Exclusive Negotiating Period.</p> <p>(c) The individual who will lead the Proposer team during the Design-Build Period.</p> <p>(d) The individual who will lead the Proposer team during the Services Period.</p> <p>Please identify any individuals who will perform more than one of these roles for the Proposer team.</p>	
1.2.3	Collaboration and Outreach	The Proposer shall describe their approach to working and coordinating Project Services with PGCPS and other key stakeholders, such as School communities, neighborhoods, principals and others. The Proposer shall describe the management structure(s) of the Developer and the roles of Major Participants and Subcontractors in interacting with PGCPS and other stakeholders during diverse stages of the Project (such as design, construction, maintenance, handback, etc.). Include a description of the strategies Proposer will use to minimize PGCPS’ risk profile related to the Project.	3 pages
1.2(a)	MBE/CBB Subcontracting and Local Community Benefit Program		
1.2.4	MBE Subcontracting Plan	<p>The Proposer shall detail its MBE subcontracting plan, evidencing how it intends to meet the MBE subcontracting requirements set forth in Section 2.8 (<i>MBE/CBB Subcontracting</i>) of this RFP and the Project Agreement across all phases of the Project. The MBE subcontracting plan shall include, at a minimum, the following:</p> <p>(i) General approach to MBE subcontracting, including the Proposer’s plan to maximize the participation of MBEs located and/or based in Prince George’s County.</p> <p>(ii) Specific methods, outreach and plans for achieving minimum subcontracting requirements, including a description of the outreach activities during the Exclusive Negotiating Period and after the Execution Date.</p> <p>(iii) Proposed MBE subcontracting verifications systems and a description of the monitoring and enforcement framework</p>	5 pages

		<p>Proposer will use to facilitate oversight, accountability and transparency in reporting.</p> <p>(iv) Identification of MBE subcontractors included in the Proposer team and their anticipated allocation between design, construction, maintenance and financing.</p>	
1.2.5	CBB Subcontracting Plan	<p>The Proposer shall detail its plan to utilize and subcontract work to companies located or based in Prince George’s County, evidencing how it intends to meet the CBB subcontracting requirements set forth in Section 2.8 (<i>MBE/CBB Subcontracting</i>) of this RFP and the Project Agreement across all phases of the Project. The CBB subcontracting plan shall include, at a minimum, the following:</p> <p>(i) General approach to CBB subcontracting.</p> <p>(ii) Specific methods, outreach and plans for achieving minimum subcontracting requirements, including a description of the outreach activities during the Exclusive Negotiating Period and after the Execution Date.</p> <p>(iii) Proposed CBB subcontracting verifications systems and a description of the monitoring and enforcement framework Proposer will use to facilitate oversight, accountability and transparency in reporting.</p> <p>(iv) Identification of CBB subcontractors included in the Proposer team and their anticipated allocation between design, construction, maintenance and financing.</p>	5 pages
1.2.6	Local Community Benefit Program	<p>The Proposer shall detail its commitment to leveraging the Project in order to expand opportunities and improve the quality of life for people who live and work in Prince George’s County. The Proposal shall detail the Proposer’s Community Benefit Program, specifying any proposed investments in community services and amenities and/or local community benefit programs (including, but not limited to, mentor-protégé programs, apprenticeship programs, scholarships, and workforce development). The Proposal shall detail the general approach to the Proposer’s Community Benefit Program, as well as specify investment amounts, timing, types and locations of proposed programs.</p>	5 pages
1.3.	Schedule		
1.3.1.	Project Schedule	<p>The Proposer shall provide its baseline Project Schedule which includes at a minimum the following information, as well as an explanation of how the Project Services will be implemented to achieve the milestone dates and describing the key milestones and decisions and how each align and work together:</p> <p>(i) Critical path covering major phases of the Project (from start of the Exclusive Negotiating Period through each of the Scheduled School Occupancy Readiness Dates).</p> <p>(ii) Key dates related to Proposer’s Design-Build Work Plan, including:</p> <p>(a) Key milestone dates;</p> <p>(b) Design development;</p>	5 pages (excluding charts)

		<ul style="list-style-type: none"> (c) Design reviews; and (d) Permitting. <ul style="list-style-type: none"> (iii) Major construction stages and key milestones. (iv) Detailed activities from the start of the Exclusive Negotiating Period through Financial Close, including design, GMP, Site Development Plans, and permitting. (v) Detailed design phase activities including design reviews and permitting. (vi) Summary of construction and closeout activities. (vii) Summary of Commissioning activities. (viii) Owner Activities and moves. (ix) Scheduled School Occupancy Readiness Dates for each School. 	
1.4.	Design Approach		40 pages (excluding drawings, renderings and resumes)
1.4.1.	Design Approach & Considerations	<p>Describe and provide details of the Proposer’s management plan for the Design, including:</p> <ul style="list-style-type: none"> (i) The design methodology and general approach. (ii) How consideration of Services will be integrated into the design. (iii) Security and IT integration. (iv) Approach to coordination with PGCPS and other key stakeholders during Project design. (v) Approach to tracking and documenting that all Technical Requirements are met. (vi) How constructability considerations will be included in the design process. (vii) Approach to the design and procurement of Required FF&E. <p>Describe and provide details of how the Proposer will preserve enough flexibility in the initial design submitted in its Proposal to accommodate changes during the detailed design development process that will take place during the Exclusive Negotiating Period and after Financial Close. Include with this statement a description of any design Key Personnel’s prior project experience with and performance during an exclusive negotiating period leading to a successful project financial close.</p>	
1.4.2.	Design Statement	The Proposer shall state the principles and goals of its proposed designs and how, specifically, each design achieves these and meets or exceeds the Technical Requirements set forth in the Agreement.	
1.4.3.	Site Plans for each of the eight Sites	<p>The Site Plan(s) shall include the following information:</p> <p>School footprint, location on the Site, parking and basic site circulation.</p>	

1.4.4.	Project Designs	<p>For two Prototype Schools (Elementary School and K-8 School), provide written and graphical summaries to demonstrate the Proposer’s understanding of the school design specifications, as described in the Technical Requirements.</p> <p>The Proposer shall include a narrative of the design and aesthetics approach to the two Prototype Schools, detailing key elements such as design criteria, materials, architecture, and safety and security. The narrative may also be supplemented with renderings and façade design descriptions of shape and layout, materials, apertures, etc. The narrative shall also include summaries of the following:</p> <ul style="list-style-type: none"> (i) A general description of the conceptual design of the two Prototype Schools, describing the engineering and design philosophy and detailing how the design addresses each of the design evaluation factors set forth in this RFP. (ii) A design statement regarding the approach to education facilities. (iii) A design statement setting out the Proposer’s approach to the design of the Project according to the Technical Requirements, including descriptions of technical standards and specifications that will be used for the proposed design. (iv) Any nonstandard or unique design features that will reduce the need for maintenance, make inspection or maintenance procedures more efficient, safer or less costly, both during the Term and after Handback. (v) Any nonstandard or unique design features that will reduce operating costs for PGCPS, both during the Term and after Handback. (vi) Approach to ensuring that the design features are aesthetically pleasing, consistent throughout the Project and reflect the local community, sustainability and accessibility. (vii) Proposers must provide design concept narratives for the two Prototype Schools as follows: <ul style="list-style-type: none"> (i) Structural system design narrative indicating basis of design and the strategy to meet the Technical Requirements including building frame, slab-on-grade, elevated slabs, and roof; (ii) Foundation system design narrative indicating the proposed foundation system for each of the eight (8) Schools; (iii) HVAC Mechanical Systems design narrative indicating basis of design and strategy to meet the Technical Requirements, including main system components and Building Automation System (BAS). Provide proposed system efficiency in excess of ASHRAE 90.1 2022 standards; (iv) Electrical Systems design narrative indicating basis of design and strategy to meet the Technical Requirements, including separate metering, distribution and emergency power; 	
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		<p>(v) IT Systems design narrative indicating basis of design and strategy to meet the Technical Requirements, including Telecommunications, security, CCTV, and door access systems;</p> <p>(vi) Design narrative indicating strategy to meet sustainability requirements relative to the Project and to comply with the Climate Change Action Plan;</p> <p>(vii) Design narrative indicating strategy for site circulation, including public parking, buses, public drop-off/pick-up, and pedestrians;</p> <p>(viii) Reconciliation of the required program space, including a square foot analysis of net program spaces, spaces not specifically included in the program, and gross building area; and</p> <p>(ix) Other narratives as required to clearly present and describe the concepts proposed.</p> <p>Requirements for the Proposer’s conceptual drawings are detailed in Sections 1.4.4 & 1.4.5 below. Drawings shall include sufficient detail to clearly present and describe the design concepts as proposed. Conceptual drawing format may include drawings up to 30 x 42 inches.</p>	
1.4.5.	Design Drawings for the two Prototype Schools (Elementary School and K-8 School)	<p>Provide drawings and details illustrating the Proposer’s conceptual plan for the two Prototype Schools, including:</p> <p>(i) One-line schematic floor plan including room square foot and color code for room type.</p> <p>(ii) Sketch elevations indicating exterior building materials and windows.</p> <p>(iii) Building massing plan.</p> <p>(iv) Other drawings necessary to clearly demonstrate design approach.</p>	
1.4.6.	FF&E	<p>Provide an overview of Required FF&E to be provided in the Schools. The Proposal shall indicate the Proposer’s approach to selecting the Required FF&E and how these decisions influence and are incorporated in Design processes.</p>	
1.4.7.	Key Personnel – Design	<p>The Proposer shall identify and provide resumes for the following (can be cross-referenced with resumes included in Section 1.2.2. (<i>Proposer Organization & Management</i>) of Schedule B-1, if applicable):</p> <p>(i) The executive in charge of the design process.</p> <p>(ii) Individual responsible for community outreach during design development.</p> <p>(iii) Lead architect.</p> <p>(iv) Lead engineer.</p>	2 pages per resume
1.4.8.	Budget Estimate	<p>Proposer shall provide a Rough Order of Magnitude (ROM) estimate of Hard Construction Costs for each of the eight (8) Schools using Form T-18 (<i>Hard Construction Cost Estimate Worksheet</i>).</p>	N/A

1.5. Construction Approach			
1.5.1	Construction Approach	Describe and provide details of the Proposer’s Design-Build Work Plan for construction services including: (i) Overall construction methodology and general approach. (ii) Construction constraints, risks and mitigation strategies. (iii) Process for managing change orders.	3 pages
1.5.2.	Design-Build Integration	Describe the Proposer’s proposed process to complete the design stages, including: (i) How the design stage interfaces with the fast track construction schedule and show how PGCPS and the Developer will be involved in design reviews. (ii) The design strategy during the Exclusive Negotiating Period to reach a GMP within the Affordability Ceiling. (iii) Design quality assurances and tracking compliance with the Technical Requirements.	5 pages
1.5.3	Design-Build Quality Management Plan	Briefly describe the Proposer’s Design-Build Quality Management Plan. The Proposal shall provide a narrative of the Proposer’s approach to quality and a summary of the key elements with respect to quality management, including: (i) Proposer’s construction quality management approach and quality processes and procedures. (ii) The proposed organization systems, including methods to be used to establish lines of communication and documentation within the Proposer’s team, and between the Proposer’s team and PGCPS to ensure quality. (iii) The roles and responsibilities of Key Personnel responsible for quality during the Design-Build Period. (iv) A description of the tools and processes proposed to be used by the Developer to manage the work, including monitoring and reporting design and construction progress, document control, status of issues and schedule for resolution, and estimated time to complete tasks.	3 pages
1.5.4	Safety Management Plan	Briefly describe the Proposer’s Safety Management Plan, including: (i) The Proposer’s policies, plans, training programs, work site controls, and incident response plans to ensure the health and safety of personnel involved in the Project and the general public affected by the Project during construction activities. (ii) Procedures for immediately notifying PGCPS of all incidents arising out of or in connection with the Design-Build Work and Services whether on, or adjacent to, the Sites. (iii) Procedures for construction activities on an occupied Site. (iv) Processes, protocols, and management procedures, including lines of accountability and interface with PGCPS.	3 pages
1.5.5	Commissioning	Describe and provide details of the Proposer’s process for managing Commissioning, including a table of contents or	5 pages (excluding

		description of the major elements of the Commissioning Plan requirements set forth in the Final Agreement Draft.	the table of contents)
1.5.6	Communications	Approach to addressing public information and communications management, including a description of the Proposer’s plan to establish and maintain a positive relationship with internal stakeholders, project planning committees, PGCPS officials, residents, businesses, institutions, organizations, the general public, and others inconvenienced or affected by the construction of the Project.	4 pages
1.5.7	Key Personnel – Construction	The Proposer shall identify and provide resumes for the following (can be cross-referenced with resumes included in Section 1.2.2. (<i>Proposer Organization & Management</i>) of Schedule B-1, if applicable): (i) The executive in charge of the construction process. (ii) Individual responsible for community outreach during construction. (iii) Lead design manager. (iv) Lead construction manager. (v) Quality assurance professional. (vi) Lead safety manager.	2 pages per resume
1.5.8	Staging Plan	Approach to storing equipment, implementing barriers and signage for live construction areas, and coordinating travel and access for contractors at active working sites.	2 pages
1.6	Services		
1.6.1	Overview	The Proposer shall provide a written narrative for its approach to delivering the Services, including the utilization of major subcontractors, that clearly describes the processes for planning, managing, implementing and performing the requirements and obligations set out in Exhibit W (<i>Services Protocols and Specifications</i>) of the Final Agreement Draft.	3 pages
1.6.2.	Approach	Describe the Proposer’s management plan for performing the Services, including: (i) A description of the proposed Services Quality Management Plan, Services Period Performance Monitoring Program, Performance Monitoring Reports and Quality Management System, including provisions for PGCPS access to information, along with a description of how the Proposer will manage performance of the Services Provider and/or subcontractors and create an environment responsive to the needs of the School Users. (ii) A description of how the Services will interface and be coordinated with the PGCPS Retained Responsibilities in every area, including cleaning, security, waste, Site maintenance, building and equipment maintenance. (iii) A description of how the potential for additional costs to PGCPS resulting from the PGCPS Retained Responsibilities will be minimized.	5 pages

		<ul style="list-style-type: none"> (iv) A description of how the Services will be coordinated and delivered across multiple Schools simultaneously. (v) A description of the involvement of Services Provider’s staff in the development of design, as well as the execution of construction and Commissioning. Provide examples of how the life cycle and facilities management considerations have influenced the proposed design. 	
1.6.3	Organization	<p>Describe the Proposer’s proposed organization, including details regarding:</p> <ul style="list-style-type: none"> (i) The organization structure proposed to meet the requirements of Exhibit W (<i>Services Protocols and Specifications</i>) of the Final Agreement Draft, including an organization chart that identifies the key names (to the extent available) and positions that will be responsible for management and delivery of the Services. Include a brief description of each position’s responsibilities. (ii) The proposed response approach (i.e., on-site staffing or remote response). (iii) The proposed approach to relationship management and interaction with PGCPS staff and other School Users. (iv) Recruitment training and retention approach for employees, including a description of the Proposer’s human resource practices and policies and how security clearance requirements will be managed. (v) How the Services will be addressed outside of regular business hours. 	3 pages
1.6.4.	Start-up Plan	<p>Provide a preliminary draft Start-up Plan that complies with all the requirements set forth in Section 4 of Exhibit W (<i>Service Protocols and Specifications</i>) of the Final Agreement Draft, including preliminary drafts of the following:</p> <ul style="list-style-type: none"> (i) Annual Service Plan for the first 12 months of the Services Period that complies with all the requirements of Section 4.2 of Exhibit W (<i>Service Protocols and Specifications</i>) of the Final Agreement Draft. (ii) A Five-Year Maintenance Plan that complies with Section 4.3 of Exhibit W (<i>Service Protocols and Specifications</i>) of the Final Agreement Draft; and (iii) An Environmental Management Plan that complies with all the requirements set forth in Section 4.5 of Exhibit W (<i>Service Protocols and Specifications</i>) of the Final Agreement Draft. 	N/A
1.6.5.	Services	<p>Describe and provide details of the Services that will be provided, including:</p> <ul style="list-style-type: none"> (i) Provide a description of how scheduled and unscheduled maintenance in the Schools will be managed to minimize disruption to School Users and ensure that the performance requirements of all Maintained Elements will be met at all times. 	5 pages / excluding example maintenance schedule

		<ul style="list-style-type: none"> (ii) A description of the computerized maintenance management systems (“CMMS”) to be employed and how Scheduled Maintenance work will be planned, scheduled and monitored. (iii) A description of the Building Automation System (BAS) and how the system is compatible with the PGCPS existing system; (iv) Provide an example of a preventive maintenance schedule and an individual job plan. (v) The Proposer’s approach to the management of demand maintenance, including emergencies and how response times and rectification periods will be met. (vi) Energy management and administration of all utility services as part of a fully integrated and coordinated facilities management solution. (vii) The Proposer’s approach to ensure continual optimization of the performance and efficiency of energy consuming building systems. (viii) The Proposer’s approach to delivery of the roads, grounds, and landscape maintenance services. (ix) Complete Form T-19 (<i>Estimated Life Cycle Cost Breakdown</i>). 	
1.6.6.	Handback	Describe the approach and strategies to be implemented throughout the Term to ensure the meeting of the Handback Requirements set forth in Article 25 (<i>Handback at End of Term</i>) of the Final Agreement Draft and the remaining useful life requirements described in Exhibit Y (<i>Handback Useful Life Requirements</i>) to the Final Agreement Draft.	2 pages
1.6.7.	Help Desk	Describe and provide details of the Help Desk Services, as described in Exhibit W (<i>Service Protocols and Specifications</i>) of the Final Agreement Draft that will be provided, including: <ul style="list-style-type: none"> (i) The proposed approach to deliver the Help Desk Services on a 24/7 basis, including back-up provisions. (ii) The hardware and software technology to be utilized and how it is integrated to the CMMS (if different than the CMMS). (iii) The proposed business processes and security features related to maintenance of electronic logs, records, and response and rectification times, and how the business processes are integrated with CMMS. (iv) How the Proposer plans to track and monitor Response Times and Rectification of all Unavailability Events. (v) How the Help Desk will interface with the delivery of services by PGCPS, in particular those that are the PGCPS Retained Responsibilities. 	2 pages
1.6.8.	Life Cycle Plan and Life Cycle Schedule	For the K-8 School Prototype, provide a preliminary draft Life Cycle Plan and Life Cycle Schedule including: <ul style="list-style-type: none"> (i) Describe and provide details of the approach and methodology to life cycle building management, including a description of decision-making processes, business case analyses and technology tools. 	5 pages (excluding spreadsheets)

		<ul style="list-style-type: none"> (ii) Describe the overall approach to optimization of design and construction quality, facility management services and life cycle strategies. (iii) Describe and provide details of the capital expenditure associated with the life cycle / capital replacement plan. (iv) Describe and provide details of the approach to the development of the Life Cycle Plan and Life Cycle Schedule required in Exhibit W (Service Protocols and Specifications) in the Final Agreement Draft. 	
1.6.9.	Training	Proposer shall detail its proposed approach to initial and ongoing training of PGCPS staff regarding the operations and maintenance of the Schools in light of the PGCPS Retained Responsibilities.	3 pages

SCHEDULE B-2: TECHNICAL PROPOSAL EVALUATION CRITERIA

1. GENERAL APPROACH

Following the Proposal responsiveness review described in Section 5.4.1. (*Phase 1: Proposal Responsiveness Review*) of this RFP, Technical Proposals will be evaluated by the Selection Committee in accordance with the evaluation criteria set forth in this Schedule B-2. PGCPS may, at its sole discretion, perform other due diligence investigations with respect to any information submitted in a Proposal.

1.1 EVALUATION PROCESS AND WEIGHTINGS

In accordance with the weighting set forth in Section 5.4.2. (*Phase 2: Evaluation Categories and Weighting*) of this RFP, for each Proposal being evaluated, the Selection Committee will evaluate and assign a score to each evaluation sub category based on its assessment the criteria associated with that sub category.

As set forth in Section 5.5.1 (*Technical Proposal Scoring*) of this RFP, Technical Proposal evaluation consists of five major evaluation categories, with associated sub categories and criteria.

Technical Evaluation Content	Weighting
Part 1.2. – Organization & Project Management	3%
Part 1.2(a). – MBE/CBB Subcontracting and Local Community Benefit Program	5%
Part 1.4. – Design Approach	20%
Part 1.3/1.5. – Construction Approach & Schedule	10%
Part 1.6. – Facilities Management Approach	10%
Total	48%

The scoring criteria for each evaluation category are detailed in the following section.

1.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

Part 1.2. Organization & Project Management

The Selection Committee will assign up to **3 percent of points** to the Proposer’s Organization and Project Management structure based on the Selection Committee’s judgement as to the merit, practicality, quality, strength and value of the Proposer’s submittal in Part 1.2. of the Proposal, including the Selection Committee’s assessment of the extent to which the proposed Organization and Project Management Approach:

Organization & Key Personnel – 1 percent of points

- (i) Identifies clear lines of responsibility, ownership and control, demonstrating clearly how the Proposer will function organizationally and how it will coordinate and partner effectively with PGCPS;
- (ii) Provides a clear and reliable framework and plan for Key Management Personnel working and coordinating Project Services with PGCPS and other key stakeholders, such as School communities, neighborhoods, principals and others during diverse stages of the Project (such as design, construction, maintenance, handback, etc.); and
- (iii) Includes highly qualified Key Management Personnel that are sufficiently dedicated and available to the Project at the appropriate times.

Project Goals & Risk Mitigation – 2 percent of points

- (i) Demonstrates a clear understanding of PGCPS' Project goals and key Project challenges and is designed to effectively ensure the achievement of PGCPS' Project goals and objectives; and
- (ii) Minimizes PGCPS' risk, through risk mitigation strategies, effective partnering, effective staffing, and a high level of coordination between the design, construction, and facilities management elements.

Part 1.2(a): MBE/CBB Subcontracting and Local Community Benefit Program

The Selection Committee will assign up to **5 percent of points** to the Proposer's MBE/CBB Subcontracting and Local Community Benefit Program approach based on the Selection Committee's judgement as to the merit, practicality, quality, strength and value of the Proposer's submittal in Part 1.2(a) of the Proposal, including the Selection Committee's assessment of the extent to which the Proposal:

MBE/CBB Subcontracting Plan – 3 percent of points

- (i) Provides a high probability that the Proposer will meet its MBE/CBB subcontracting minimum requirements throughout all phases of the Project and sets out a monitoring and enforcement framework that will facilitate oversight, accountability and transparency in reporting.

Community Benefit – 2 percent of points

- (i) Demonstrates a firm commitment to expanding opportunities for people who live and work in Prince George's County via its proposed Community Benefit Program which evidences committed support and/or defined investments in community services and/or local community benefit programs over the Term of the Agreement.

Part 1.3. Project Schedule (Additional Evaluation included with Part 1.5 – Construction)

The Selection Committee shall review the Project Schedule for responsiveness and reasonableness. In general, the Selection Committee shall verify that the Scheduled School Occupancy Readiness Dates set forth in the Project Schedule conform with the requirements set forth in Section 2.3. (*Schedule*) of this RFP. Additionally, the Selection Committee shall make an assessment as to the practicality and reasonableness of the proposed Project Schedule.

Part 1.4. Design

The Selection Committee will assign up to **20 percent of points** to the Proposer's design approach based on the Selection Committee's judgment as to the merit, practicality, quality, strength and value of the Proposer's design approach submittal in Part 1.4. of the Proposal taking into account the design requirements and objectives set forth in the Technical Requirements, including the Selection Committee's assessment of the extent to which the proposed design approach:

School Design – 5 percent of points

- (i) Clearly explains the Proposer's design philosophy, approach and concept for education facilities, as well as benefits of such to PGCPS and School Users.
- (ii) Incorporates quality Site Plans and strategy that contribute to the well-being of the students (including vehicular and pedestrian circulation, clear lines of sight to surround areas inside and outside the Schools).

- (iii) Provides daylighting and views aimed to improve the overall attitude, satisfaction and well-being of School Users.
- (iv) Describes a thoughtful and beneficial approach to the design and procurement of the Required FF&E.
- (v) Includes highly qualified Key Personnel during the design phase that are sufficiently dedicated and available to the Project at the appropriate times. Value will be assigned for any demonstrated track-record of success performing during an exclusive negotiating period to achieve financial close on prior projects.
- (vi) The design demonstrates a balance between school design elements and affordability with an emphasis on maximizing the learning environment while maintaining cost efficiency.

Collaboration – 3 percent of points

- (i) Reflects an integrated design process involving input from construction, maintenance and life cycle asset management personnel and teams.
- (ii) Provides a clear and reliable framework and plan for design Key Personnel working and coordinating Project Services with PGCPS and other key stakeholders, such as School communities, neighborhoods, principals and other during Project design.
- (iii) Describes how the Proposer will use the Exclusive Negotiating Period to advance the design within the Affordability Ceiling.

Durability – 4 percent of points

- (i) Reflects innovation and incorporates solutions to address key considerations, such as durability and cleanability, through the use of damage-resistant materials and surfaces that are easy to maintain by PGCPS staff.
- (ii) Describes how the Proposer’s designs and design approach will facilitate routine and long-term operations and maintenance of the Schools and contribute to long-lasting school environments (i.e., extending the life cycle of the building to 60 years).
- (iii) Demonstrates a balance between durability and affordability with an emphasis on maximizing the learning environment while maintaining cost efficiency.

Sustainability – 5 percent of points

- (i) Recognizes and supports sustainability and an understanding and approach to meeting the Climate Change Action Plan.
- (ii) Provides HVAC and/or building efficiency in excess of ASHRAE 90.1 2022 required efficiency.
- (iii) Demonstrates a balance between sustainability and affordability with an emphasis on maximizing the learning environment while maintaining cost efficiency.

Technical Requirements – 3 percent of points

- (i) Describes how the Proposer will track Technical Requirements and document compliance with the Technical Requirements at each design submission.

Part 1.5. Construction

The Selection Committee will assign up to **10 percent of points** to the Proposer’s construction approach based on the Selection Committee’s judgment as to the merit, practicality, quality, strength and value of the Proposer’s construction approach submittal in Part 1.5. (*Construction*) and Part 1.3. (*Schedule*) of the Proposal taking into account the requirements and objectives set forth in the Technical Requirements, including the Selection Committee’s assessment of the extent to which the proposed construction approach:

Schedule – 3 percent of points

- (i) Includes a Project Schedule that provides a logical approach to completion of the schools by the required Scheduled School Occupancy Readiness Dates; and
- (ii) Provides a clear framework for integrated design finalization and fast-track construction and demonstrates a high likelihood of successfully meeting the Project Schedule.

Quality – 2 percent of points

- (i) Demonstrates a strong commitment to quality assurance and quality management by providing plans and approaches for addressing integrated quality management during all phases of Construction, includes routine metrics and procedures to mitigate and correct variances from expectations, and shows understanding of the importance of quality management systems for successful delivery of the Project in accordance with Technical Requirements; and
- (ii) Includes highly qualified Key Personnel during the construction phase that are sufficiently dedicated and available to the Project at the appropriate times.

Safety – 1 percent of points

- (iii) Demonstrates a strong commitment to construction safety by describing policies, plans, training programs, work site controls, and incident response plans to ensure the health and safety of personnel involved in the Project and the general public affected by the Project during construction activities, as well as procedures, processes and protocols for interfacing with PGCPS on safety issues and incidents; and

Construction Approach – 2 percent of points

- (i) Demonstrates a clear understanding of Project constructability and risk factors and presents a logical and coherent plan for addressing and mitigating such risks (including consideration of how to address construction and risk issues when building in close proximity to open schools);
- (ii) Provides a clear understanding of the integration of the design and construction phase with fast track construction, the execution of the ENA period to maintain affordability, and tracking compliance with the Technical Requirements; and
- (iii) Provides a clear and reliable framework and plan for construction Key Personnel working with and coordinating Project Services with PGCPS and other key stakeholders, such as School communities, neighborhoods, principals and other during construction.

Commissioning – 2 percent of points

- (i) Describes and provides a clear and comprehensive approach for managing the commissioning process, including a table of contents or description of the major elements of the

- Commissioning Plan (i.e., roles and responsibilities, commissioning process, final plan, meetings, reporting, punch lists, tests and verification, O&M manuals, schedule, etc.); and
- (ii) Describes how Developer will address training of PGCPS staff for purposes of PGCPS performing the PGCPS Retained Responsibilities.

Part 1.6. Services

The Selection Committee will assign up to **10 percent of points** to the Proposer's Services approach based on the Selection Committee's judgment as to the merit, practicality, quality, strength and value of the Proposer's Services approach submittal in Part 1.6. of the Proposal taking into account the requirements and objectives set forth in the Technical Requirements, including the Selection Committee's assessment of the extent to which the proposed Services approach:

Design-Build Integration – 2 percent of points

- (i) Demonstrates that the integration of operations and maintenance considerations into the design of the Project will benefit PGCPS by optimizing operations and minimizing long-term operating and maintenance costs for PGCPS during the Term and after Handback.

Services Period Approach – 5 percent of points

- (i) Provides draft Services plans and approaches that are clear, practical and enforceable, and provide a high probability of success, including a Services Quality Management Plan that reasonably demonstrate the capacity of the Developer to meet the required performance metrics.
- (ii) Demonstrates an organizational structure and staffing plan that is reliable and consistent with required response times and performance metrics.
- (iii) Sets out a clear and reliable framework for how Services will interface and be coordinated with PGCPS Retained Responsibilities in every area, including cleaning, security, waste, site maintenance, building and equipment maintenance.
- (iv) Demonstrates Services will be effectively coordinated and delivered across multiple Schools simultaneously while ensuring compliance with prescribed response times and other performance metrics.
- (v) Shows a commitment to achieving maximum customer satisfaction by providing a description of how scheduled and unscheduled maintenance in the schools will be managed to minimize disruption to School Users and ensure that the performance requirements of all Maintained Elements will be met at all times.
- (vi) Minimizes the potential for additional costs to PGCPS resulting from PGCPS Retained Responsibilities.
- (vii) Describes how Developer will address training of PGCPS staff for purposes of PGCPS performing the PGCPS Retained Responsibilities.

Services Systems and Handback – 3 percent of points

- (i) Sets out a clear and reliable framework for how the Proposer will be able to meet the Handback Requirements and the remaining useful life requirements set forth in the Final Agreement Draft.

- (ii) Demonstrates how computerized maintenance management systems (“**CMMS**”) will be employed and how Scheduled Maintenance work will be planned, scheduled and monitored.
- (iii) Demonstrates how the Building Automation System (BAS) provides compatibility with the PGCPS existing system.
- (iv) Provides for efficient data collection and meaningful reporting.

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Schedule C: Financial Proposal

SCHEDULE C-1: FINANCIAL PROPOSAL SUBMITTAL REQUIREMENTS

1. GENERAL INSTRUCTIONS

The required contents and organization of the Financial Proposal are presented in this Schedule C-1 (*Financial Proposal Submittal Requirements*) and summarized in the Financial Proposal Checklist provided in Schedule A (*Summary and Checklist of Proposal Contents*). Each Proposer is required to submit all the information specified in this Schedule C-1 and in the order set forth in Schedule A (*Summary and Checklist of Proposal Contents*).

2. REQUIRED CONTENTS, FORMAT AND ORGANIZATION OF THE FINANCIAL PROPOSAL

In general, the Proposer must demonstrate that its Financial Proposal is well developed, reasonable and clear.

The Financial Proposal shall be organized in the order listed below and shall be clearly indexed and marked. The Proposer shall provide an electronic submission to eMMA, and two (2) USB copies of the Financial Proposal in accordance with the formatting requirements of Section 4.3.4 (*Financial Proposal*) of this RFP and organized and structured with bookmarks in the following sequence, with a copy of the Financial Proposal Checklist at the front of the Financial Proposal. The Proposer shall not amend the order or change the contents of the Financial Proposal Checklist except to provide the required cross-reference to its Financial Proposal.

All financial information provided in the Financial Proposal shall be United States Dollars.

If there are any discrepancies between the hard copy and the electronic copy of any quantitative information provided in the Financial Proposal, PGCPS, in its sole discretion, shall determine which copy shall take control and precedence. If there are any differences between the sum of individual line amounts and the totals, the individual line amounts shall prevail.

3. BASELINE ASSUMPTIONS FOR THE FINANCIAL PROPOSAL

The financial assumptions to be used as the basis for the Financial Proposal are as follows:

Financial Close Date: The Proposer must use an assumed date of June 30, 2024 for Financial Close (the "**Assumed Financial Close Date**").

Inflation: For forward projections, the Proposer must apply an inflation index of 2.5% to the Services Charge, in accordance with Section 2.6.2 (*Availability Payments*) of this RFP.

Discount Rate: For purposes of any net present value cost calculation, the Proposer should use a nominal annual rate of 5% as the Discount Rate.

All price proposals will include all applicable taxes.

4. **FINANCIAL PROPOSAL SUBMISSION REQUIREMENTS**

Section No.	Title	Submission Requirements	Page Limit
1.1.	Administrative Requirements		
1.1.1	Financial Proposal Submission Letter (proposal Form F-1)	<p>Submit a fully executed and notarized Proposal Form F-1 (<i>Financial Proposal Submission Letter</i>). The Financial Proposal Submission Letter and all attachments thereto shall be signed by the duly designated Proposer Registered Representative who is empowered to sign it and to commit the Proposer to the obligations contained in the Proposal. The Financial Proposal Submission Letter shall include the following attachment:</p> <p>Attachment 1 – Certificate of Authorization</p>	n/a
1.1.2	Financial Proposal Executive Summary	<p>Each Proposer shall submit an overview of its Financial Proposal (not to exceed five (5) pages), detailing, at a minimum, the following:</p> <ol style="list-style-type: none"> 1. Overall structure of the preferred Financing Plan and corresponding key assumptions used in the Financial Model, including: the proposed capital structure, the type of debt that will be sought, the committed percentage of MBE Equity and the proposed percentage of equity from the Community Equity Investment Program; 2. Summary timeline from commencement of the Exclusive Negotiating Period to Financial Close; 3. Key strategies for adhering to the Affordability Ceiling during the Exclusive Negotiating Period; 4. Identification of each MBE Equity Member, the committed percentage of equity to be contributed by each MBE Equity Member, and the source of the equity funding; 5. Key elements of the Community Equity Investment Program; and 6. Committed Predevelopment Costs, Committed Design-Build Soft Costs, Committed Operations and Maintenance Costs Per Gross Square Foot, Maximum Equity IRR, and the Maximum PGCPS-Paid Breakage Fee potentially payable by PGCPS during the Exclusive Negotiating Period. 	5 pages
1.2	Confirmation of Financial Capacity		
1.2.1	Financial Capacity Information	<p>Updated Surety Letter</p> <p>Provide an updated surety letter stating, without conditions or qualifications, that the Proposer or applicable member of the Proposer team is capable of obtaining at the time of its Proposal submission a performance bond and payment bond, each in an amount of at least \$650 million for the Project.</p> <p>Letters stating that the Proposer has "unlimited" bonding capacity are not acceptable. The letter must specify any assumptions regarding the provision of support from a parent company of a Proposer team member. Any surety company providing a letter must be rated at least "A" or better and "Class VIII" or better by A.M. Best and Company and must be listed on Treasury Department Circular 570. Evidence of the surety's rating shall be attached to</p>	n/a

		<p>the letter. The letter must specifically state that the surety has reviewed this RFP and is familiar with the contractual structure and financial structure described in the RFP and has evaluated the Proposer's backlog and work-in-progress in determining its bonding capacity.</p> <p>The requirement to provide the Surety Letter and the bond amounts referenced above are solely for the purposes of evaluating the Proposer's financial qualifications and should not be construed as an indication of the final security requirements for the Project.</p> <p>Updated Financial Statements for Major Participants</p> <p>(a) Each Proposal shall include audited financial statements for Proposer, and all Major Participants, in each case for the most recently ended fiscal year for which such audited financial statements are available. If the financial statements submitted with the RFQ Response remain the most recently audited statements, the financial statements do not need to be resubmitted, but a clear statement must be provided indicating as such.</p> <p>Financial statements must be audited by a certified public accountant or equivalent for foreign entities. If audited financial statements are not available for any entity, provide unaudited financial statements for such entity, certified as true, correct and complete by its Chief Financial Officer or equivalent for that entity.</p> <p>(b) Each Proposal shall also include interim unaudited statements for the above entities for the period since the most recent completed fiscal year.</p> <p>(c) Proposer must complete the financial summary forms attached as Form F-11 (<i>Financial Information - Information Regarding Equity Members</i>) and F-12 (<i>Financial Information - Financial Officer Certificate</i>).</p> <p>(ii) <i>Credit Ratings</i></p> <p>Proposer shall provide details of any credit rating(s) for each of the Proposer and Major Participants, including details of any updates since the RFQ stage (and if none, then confirmation of such).</p> <p>(iii) <i>Material Changes in Financial Condition</i></p> <p>Each Proposer and Major Participant must provide a letter from the Chief Financial Officer, treasurer, principal accounting officer, controller or other similar financial officer either:</p> <p>(a) Providing information on any material changes in financial condition since submission of the RFQ Response and those that are pending; or</p>	
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		<p style="text-align: center;">(b) Certifying that no such material changes have occurred.</p> <p>Additionally, Proposers shall provide updated information following the Proposal Submission Deadline about such entities as such information becomes available until Financial Close occurs under the Project Agreement.</p> <p>The following list identifies certain items that PGCPS would consider a material change in financial condition. This list is intended to be indicative only. At the discretion of PGCPS, any failure to disclose a prior or pending material change may disqualify a Proposer from further participation in the procurement process. In instances where a material change has occurred or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the Term of the Project Agreement, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity shall be provided separately for each material change as certified by the Chief Financial Officer, treasurer, principal accounting officer, controller or other similar financial officer. The affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material adverse changes and those currently in progress or reasonably anticipated in the future.</p> <p>If financial statements indicate that expenses and losses exceed income in the fiscal periods between submission of the RFQ Response and most recent completed fiscal periods (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.</p> <p>List of Representative Material Changes:</p> <ol style="list-style-type: none"> 1) An event of default or bankruptcy involving the affected entity, or the parent corporation or Guarantor of the affected entity or any Controlled Subsidiary or Affiliate; 2) A change in tangible net worth of 10% of shareholder equity; 3) A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition that in any way involves the affected entity or parent corporation or Guarantor of the affected entity; 4) A change in credit rating for the affected entity or parent corporation or Guarantor of the affected entity; 5) Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation or Guarantor of the affected entity that has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties; 6) In the current and three (3) most recent completed fiscal years, the affected entity or the parent corporation or Guarantor of the affected entity either: 	
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		<ul style="list-style-type: none"> (a) Incurs a net operating loss; (b) Sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; (c) Implements a restructuring/reduction in labor force exceeding 10% of the workforce or involves the disposition of assets exceeding 10% of the then shareholder equity; or (d) Other events known to the affected entity that represent a material adverse change in financial condition over the past three years or may be pending for the next reporting period (e.g., pending litigation). 	
1.3	Financing Plan		
	<p>The Financing Plan has three key components: the preferred financial structure, the MBE Equity Plan, and the approach to the financing process during the Exclusive Negotiating Period. Proposers must provide information as outlined below regarding each component. Proposers must use the financing assumptions related to their preferred financial structure in the Financial Model in order to provide PGCPS with an indicative Availability Payment should the Proposer become the Successful Proposer.</p>		
1.3.1	Preferred Financial Structure and Supporting Narrative	<p>The Preferred Financial Structure Narrative must outline the following:</p> <ul style="list-style-type: none"> • The proposed amounts and sources of financing based on the Proposer’s current estimate of the Total Development Cost as provided in Form F-7 (<i>Non-Committed Financial Proposal Information</i>), including the equity percentage to be contributed by each Equity Member; • The type of debt that will be sought; • The anticipated percentage of equity from the Community Equity Investment Program and the Equity Member(s) who will backfill the requirement if the anticipated equity percentage is not met; and • The key financing assumptions used in the Financial Model, including the percentage of debt and equity, the benchmark interest rate and assumed credit spread on the debt, the amortization term of the debt, the minimum DSCR, and the Maximum Equity IRR. <p>The preferred Financial Structure Narrative shall also include the following supporting information:</p> <ul style="list-style-type: none"> (i) A discussion of why the preferred financial structure was selected and how it will deliver the best value to PGCPS; (ii) Letters of interest from any lenders; (iii) For each Equity Member subscribing equity or quasi-equity, provide a preliminary equity commitment letter (“Equity Funding Letter”) that includes the following: <ul style="list-style-type: none"> • The amount of equity that such Equity Member is responsible for funding; • The funding source(s) for the proposed equity; • Details regarding the current amount of funds available to invest from each specified funding source; • Evidence of preliminary approval by the investment committee for the amount of equity / quasi-equity that 	5 pages not including supporting letters/ documents

		<p>such Equity Member is responsible for funding (or such greater amount approved), including an identification of the remaining conditions to be satisfied in order to provide final commitment. Include copies of any relevant agreements and board minutes;</p> <ul style="list-style-type: none"> • If guarantees are to be provided as part of the financing package, written confirmation by each Equity Member's parent company stating that its commitment to provide a parent guarantee in relation to the availability of equity / quasi-equity for the Project, and that it has adequate funds available; <p>(iv) If any equity or quasi-equity finance is to be raised from external sources, specify such indicative sources and provide written confirmation from the providers as to their preliminary commitment to providing funding at the required amounts and the amount of funding available; and</p> <p>(v) Full description (including where applicable, copies of all relevant agreements) evidencing and confirming the extent of support (including performance guarantees) that is to be provided in respect to the obligations and liabilities of the Developer by each Developer shareholder, Major Participant, subcontractors and associated third parties, including details of any parent company involvement in any and all such elements of support.</p>	
1.3.2	MBE Equity Plan	<p>The MBE Equity Plan must include the following:</p> <ul style="list-style-type: none"> (i) The specific committed percentage of MBE Equity as provided in Form F-6 (<i>Committed Minimum Percentage of Equity from MBE Equity Members</i>); (ii) The identification of the MBE Equity Members and percentage of equity that each will contribute as a percentage of the total equity investment of the SPV; (iii) The extent to which the source of funds for the MBE Equity investment is from an MBE investor; and (iv) The proposed role of MBE Equity Members during the Exclusive Negotiating Period, Design-Build Period, and Services Period. 	3 pages
1.3.3	MBE Equity Member Proof of Certification	<p>Provide evidence that each MBE Equity Member is certified. If an MBE Equity Member is not certified as of the Proposal Submission Deadline, provide evidence that the MBE Equity Member has applied for certification or renewal of certification and the entity with which the MBE Equity Member has applied for certification.</p>	N/A
1.3.4	Approach to Financing During the Exclusive Negotiating Period	<p>The approach to financing during the Exclusive Negotiating Period must outline the following:</p> <ul style="list-style-type: none"> (i) A detailed narrative outlining the Proposer's approach to arranging financing using an open-book process during the Exclusive Negotiating Period. Provide a timeline with narrative descriptions of financing activities and key milestone dates from the start of the Exclusive Negotiating Period until Financial Close. The narrative should describe in what ways and how often the Proposer plans to 	5 pages

		<p>engage with PGCPS during each step of the process. The timeline milestone dates shall include, at a minimum, submitting the Financing Competition Plan, finalizing the financing structure, subcontractor bidding, setting the Design-Build Agreement Price, financial model audit, rating agency process (if applicable), identifying final lenders, receiving financing commitments, providing the Financing Plan and Final Availability Payment Proposal and reaching Commercial and Financial Close.</p> <p>(ii) Description of the approach to adhering to the Affordability Ceiling and achieving the lowest possible financing costs during the Exclusive Negotiating Period. The description must list all perceived risks to staying within the Affordability Ceiling and reaching Financial Close and proposed risk mitigation strategies.</p>	
1.4	Community Equity Investment Program Plan		
	The Proposer must demonstrate the approach used to create a Community Equity Investment Program. The Community Equity Investment Program Plan shall provide sufficient evidence that the program sizing will meet the required investment amount, the timeline is reasonably achievable, and the program maximizes the benefits to residents and businesses, and complies with applicable regulatory requirements.		
1.4.1	Community Equity Investment Program Plan Narrative	<p>The Community Equity Investment Program Plan must demonstrate the approach to reach the minimum subscription requirements for the program of 10% or up to regulatory investment limits of the total equity, quasi-equity, or subordinated debt at the time of Project Readiness as outlined in Section 2.5.8 of this RFP.</p> <p>The Community Equity Investment Program Plan shall also include the following information:</p> <ul style="list-style-type: none"> (i) Key terms of the offering that will be made to eligible participants for the Community Equity Investment Program including but not limited to the expected return on investment, the level of seniority within the financing stack and exit opportunities and restrictions. (ii) A timeline for Community Equity Investment Program activities from award until Financial Close. Activities must match the timing of milestone dates provided in Section 1.3.1. (<i>Preferred Financial Structure and Supporting Narrative</i>) and include a detailed narrative of the activities associated with achieving these milestones. (iii) Approach for marketing and outreach for subscription into the program. (iv) Description of potential coordination with PGCPS and other governmental agencies to facilitate the program. (v) Management Plan for the Community Equity Investment Program <ul style="list-style-type: none"> a. Understanding and approach to reporting and ensuring regulatory compliance b. Communication plans to investor after subscription. 	
1.5	Committed Project Costs		

1.5.1.	Committed Predevelopment Costs	<p>Proposer shall complete and submit Proposal Form F-8 (<i>Committed Predevelopment Costs</i>) setting out the fixed Committed Predevelopment Costs contained in the categories listed in the table. The Committed Predevelopment Costs are the unconditional fixed guaranteed pricing for the Developer’s compensation and fixed costs related to all Predevelopment Costs.</p> <p>The Committed Predevelopment Costs should be presented as noted in Form F-8 (<i>Committed Predevelopment Costs</i>). Committed Predevelopment Costs shall be easily identifiable in the Financial Model.</p>	
1.5.2.	Committed Design-Build Soft Costs	<p>Proposer shall complete and submit Proposal Form F-9 (<i>Committed Design-Build Soft Costs</i>) setting out the Committed Design-Build Soft Costs contained in the categories listed in the table. The Committed Design-Build Soft Costs are the unconditional fixed guaranteed pricing for the Developer’s compensation and costs related to all Design-Build Soft Costs.</p> <p>The Committed Design-Build Soft Costs should be presented as noted in Form F-9 (<i>Committed Design-Build Soft Costs</i>). Committed Design-Build Soft Costs shall be easily identifiable in the Financial Model.</p>	
1.5.3.	Committed Operations and Maintenance Costs Per Gross Square Foot	<p>Proposer shall complete and submit Proposal Form F-10 (<i>Committed Operations and Maintenance Costs Per Gross Square Foot</i>) setting out the Committed Operations and Maintenance Costs Per Gross Square Foot contained in the categories listed in the table. The Committed Operations and Maintenance Costs Per Gross Square Foot are the unconditional fixed guaranteed pricing per gross square foot for the Developer’s compensation and costs related to all Services Costs excluding life cycle maintenance costs.</p> <p>The Committed Operations and Maintenance Costs Per Gross Square Foot should be presented as noted in Form F-10 (<i>Committed Operations and Maintenance Costs Per Gross Square Foot</i>). Committed Operations and Maintenance Costs Per Gross Square Foot shall be easily identifiable in the Financial Model.</p>	
1.5.4.	Maximum Equity Rate of Return	<p>Proposer shall complete and submit Form F-4 (<i>Committed Maximum After-Tax Equity IRR</i>) which represents a firm commitment to a maximum levered return on equity and sub-debt (if applicable), on a nominal, after-tax basis at the level of Developer in accordance with the Financial Model on the Proposal Submission Date having regard to distributions made and projected to be made. The Maximum Equity Rate of Return shall be easily identifiable in the Financial Model.</p>	
1.5.5.	Maximum Exclusive Negotiating Period PGCPS-Paid Breakage Fee	<p>Proposer shall complete and submit Form F-5 (<i>Committed Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee</i>) which represents a committed maximum PGCPS-Paid Breakage Fee under the terms and conditions outlined in the Exclusive Negotiating Agreement. The Maximum PGCPS-Paid Breakage Fee proposal cannot exceed \$4 million.</p>	
1.6	Other Requirements: Indicative Availability Payment Proposal		
1.6.1.	Capital Charge	<p>Proposer shall complete and submit Proposal Form F-2 (<i>Indicative Capital Charge</i>) setting out the amount of its proposed indicative Capital Charge for all Schools. The Capital Charge is an indicative price proposal representing a portion of the Developer’s compensation for the entire cost of the Project, in</p>	

		accordance with the Project Agreement, using the indicative Hard Construction Costs, indicative financing assumptions, Committed Predevelopment Costs, and Committed Design-Build Soft Costs at the time of the Proposal Submission Deadline. The Capital Charge shall account for the Milestone Payment while excluding the Services Charge and any future Extraordinary Items allowable in accordance with the terms of the Project Agreement. The Capital Charge may not exceed 70% of the annual Availability Payment. The Capital Charge amount must be clearly correlated to a particular page or tab in the Proposal Financial Model.	
1.6.2	Services Charge	<p>Proposer shall complete and submit Proposal Form F-3 (<i>Indicative Services Charge</i>) setting out the amount of its proposed indicative Services Charge for all Schools after Project Readiness has been achieved. The Services Charge is an indicative price proposal based on the Committed Operations and Maintenance Costs Per Gross Square Foot and indicative life cycle costs and represents the Proposer’s compensation for all Services undertaken by the Proposer, including operations, maintenance, and management. The Services Charge will be Index-Linked and may not exceed 30% of the annual Availability Payment. The amount proposed should be specifically and clearly correlated to a particular tab or page in the Proposal Financial Model.</p> <p>The proposed Services Charge is subject to adjustment solely as provided in the Project Agreement.</p>	
1.7	Other Requirements: Financial Model		
		The Proposer’s Financial Model, which generates the financial projections contained in its Financial Proposal, is being provided to substantiate the indicative Availability Payment and the Committed Predevelopment Costs, Committed Design-Build Soft Costs, Committed Operations and Maintenance Costs per Gross Square Foot and Committed Maximum After-Tax Equity IRR. The Financial Model must be provided in the format specified in Section 1.7.1 of Schedule C-1. The Financial Model must, at a minimum, meet the requirements set out below and must allow the viewer access to all internal formulas, data and assumptions together with a full print out of all model sheets. The Financial Model will be updated during the Exclusive Negotiating Period to reflect the refinement in Hard Construction Costs, life cycle costs and financing assumptions and will then become the Initial Base Case Financial Model upon the Execution Date.	
1.7.1	General and Structural Requirements	<p>The Financial Model shall be submitted in an electronic file constructed in an Excel format and shall not require the use of external modules. Proposers are encouraged to make the Financial Model as user-friendly as possible. The Financial Model shall satisfy each of the following:</p> <ul style="list-style-type: none"> (a) If the Financial Model MS Excel file is password protected, the password shall be provided. No part of the Financial Model (cell, column, row, sheet, macro or otherwise) shall be separately hidden, locked or protected with a password. The Financial Model shall be formatted to facilitate printing through a print option macro; (b) Provide financial projections (cost and revenue projections) on a monthly basis prior to the Scheduled School Occupancy Readiness Date and on at least an annual basis (for each Contract Year) from the Project Readiness Date until the end of the Term; (c) Proposers must avoid the use of circular references in calculations. When used, those shall be fully detailed and explained in the Assumptions and Instructions Book described in Section 1.7.5. (<i>Financial Model Instructions Book</i>) of this Schedule C-1. For all 	

		<p>macros, all programming code shall be made visible (i.e., not password protected), well-structured and fully documented.</p> <p>(d) Other than an optional title/disclaimer and/or instructions worksheet, the Financial Model shall use only the following three types of worksheets:</p> <ul style="list-style-type: none"> (i) Input worksheets, which shall include data and assumptions to be hard coded but not calculations; (ii) Calculation worksheets, which shall consist of the individual calculations that support each line of all outputs and reports, with no input cells hard coded in calculation sheets; and (iii) Output worksheets, which shall be used to display and generate model outputs, with no input cells hard coded in output sheets and no calculations, except for simple formulae such as sums and check totals, performed here. <p>(d) Worksheet names shall be descriptive.</p> <p>(e) A separate color-coding scheme (e.g., blue font on yellow fill color) shall be consistently used for input cells and or cells that reference other worksheets. Other color coding can also be used but should be fully explained in the model’s instruction worksheet (if used) and/or the model Assumptions and Instruction book.</p> <p>(f) For calculation or output worksheets using time periods, the following requirements apply:</p> <ul style="list-style-type: none"> (i) A given column shall be used for the same period in each of its occurrence (e.g., Year 1 or Month 1 for column G). (ii) A row shall generally contain only one formula, copied across all columns. Cells in which a different formula is used (e.g., the first column) should be clearly indicated (e.g., by color or label). (iii) Values obtained from input worksheets should be clearly indicated (e.g., by color or label). <p>(g) The information in the Financial Model and the Financing Plan must be displayed on the basis of months or years corresponding to the Project Agreement (i.e., Contract Year One, Contract Year Two), as opposed to calendar years or other.</p> <p>(h) <i>Interest Rates and Credit Spread Inputs:</i> The Financial Model shall be able to separately accommodate interest rates and credit spread/ credit margin inputs for each Project Debt facility, if applicable. The Financial Model must be able to be solved with multiple term structures.</p>	
1.7.2	Schedules	<p>The Financial Model must include and provide:</p> <ul style="list-style-type: none"> (iii) Assumption schedules <ul style="list-style-type: none"> (a) Accounting and federal, state and local tax assumptions pertaining to the Developer; (b) Hard Construction Cost, Predevelopment Cost, and Design-Build Soft Cost expenditures and any other capital expenditures, including development and pursuit costs (including details of the anticipated construction “Scurve” on a monthly basis); (c) Insurance-related payments; 	

		<ul style="list-style-type: none"> (d) Anticipated Services expenditures during the Services Period broken down to a sufficient level of detail to describe labor, equipment, materials, admin/overhead, etc.; (e) Anticipated costs associated with the Community Benefit Program; (f) All financial metrics for debt and associated instruments, including benchmark interest rates and credit spread assumptions for applicable maturities within each debt structure; (g) Funding source(s) and deposits into and drawdown of reserve accounts, if any; and (h) Scenario control sheet. <p>(iv) Outputs</p> <ul style="list-style-type: none"> (a) A schedule of Availability Payments by PGCPS that sets out the expected date of Availability Payments and the amount to be paid by PGCPS, in both real and nominal terms; (b) The proposed funding structure, with funding schedules that specify the expected debt repayment dates and amount of debt service, in nominal terms only, to be repaid; (c) Projected income statements; (d) Projected balance sheet; (e) Cash flow projections; (f) Cash flow waterfall in order of seniority (which should be consistent with and reflective of any funding term sheet); (g) Supporting Schedules. 	
1.7.3	Build Out Cost Breakdown	<p>The Financial Model must include a breakdown of estimated costs by School and for the total Project. In general, the cost breakdown should assist PGCPS in understanding the Proposer’s cost basis. This cost breakdown should include, at a minimum:</p> <ul style="list-style-type: none"> (i) breakdown of Predevelopment Costs; (ii) breakdown of Design-Build Soft Costs; (iii) breakdown of Hard Construction Costs; (iv) breakdown of Operations and Maintenance costs); (v) breakdown of Life Cycle Costs and handback costs; and (vi) any other operating or capital costs. 	
1.7.4	Outputs	<p>The Financial Model should produce the following outputs:</p> <ul style="list-style-type: none"> (i) Project internal rate of return (IRR) before financing and tax, in nominal terms; (ii) Return on equity and sub-debt, in nominal terms, and a blended equity return that incorporates all sub-senior debt finance; (iii) Gearing ratio at the time of Financial Close and at the time of receipt of the Milestone Payment, as defined as total committed shareholders’ funds divided by total debt plus committed shareholders’ funds (in the event of a no-equity structure, please provide the ratio of sub-debt held by an Equity Member divided by total debt); (iv) Drawdown schedules, including dates and amounts for all sources of finance on a semi-annual basis; 	

		<ul style="list-style-type: none"> (v) Weighted average cost of capital at the Assumed Financial Close Date; (vi) Annual debt service coverage ratio and loan life coverage ratio for each year of the Term, with minimum and average ratios; (vii) Any other ratios that are considered relevant to the proposed financial structure, financial covenants or financing agreements; (viii) The precise timing of any equity injections and details of the phasing, as appropriate; (ix) NPV of the Availability Payment, assuming no deductions for unavailability or performance shortfalls, discounted at the rate indicated herein. (x) Summary of financial statements, in nominal terms only, for each year of the Project Term, in accordance with Generally Accepted Accounting Principles (GAAP); (xi) Revenues and costs on an annual basis; (xii) Breakdown of Developer’s revenues and costs; (xiii) Revenue and capital flows. 	
1.7.5	Financial Model Instructions Book	<ul style="list-style-type: none"> (i) The Proposer must provide a detailed and comprehensive Proposal Financial Model specification booklet providing instructions for using the Proposal Financial Model. The Instructions Book must, at a minimum, contain the following; <ul style="list-style-type: none"> (a) The logical layout and structure of the Financial Model, including the names of all worksheets and a description of the color coding and/or labeling scheme(s); (b) Sufficient information and instruction regarding the operation of the Financial Model so PGCPS will be able to read, use and modify the data contained in the Financial Model and to allow PGCPS to conduct sensitivity analysis; and (c) A detailed description of the function and intended use of all macros (and each macro must be logically structured and well documented, i.e., PGCPS encourages the use of liberal comments within the programming code). (ii) As part of the Financial Model Instructions Book, the Proposer must provide full details of the model inputs which identifies and includes: <ul style="list-style-type: none"> (a) For each source of finance, the drawdown timetable, grace period, repayment schedule, debt maturity profile, costs of finance (including margins and fees and all success fees), and any variations to margins or fees over the life of the loans; (b) Capital and operating cost schedules; (c) Macro-economic assumptions, including interest and inflation rates; (d) Taxation assumptions; (e) Assumptions made in relation to applicable sales tax liabilities and recoverability; (f) Accounting policies, including depreciation by asset type and working capital requirements; 	

		<p>(g) All other assumptions that have been necessary in order to construct the Financial Model; and</p> <p>(h) The inputs data should be consistent with, and reconcile to, the Proposal Financial Model.</p>	
1.7.6.	Sensitivity Analyses	<p>As part of the review and evaluation of Financial Proposals, Proposers must provide the sensitivities listed below. PGCPS reserves the right to request or require additional sensitives:</p> <p>(i) Interest rates:</p> <p>a. A 0.5% reduction in the benchmark rates;</p> <p>b. A 0.5% increase in the benchmark rates; and</p> <p>c. A 1.0% increase in the benchmark rates.</p> <p>(ii) Hard Construction Costs estimate:</p> <p>a. A 15% reduction in the Hard Construction Costs; and</p> <p>b. A 15% increase in the Hard Construction Costs.</p>	
1.7.7	Interest Rate Hedging	<p>The Proposer must describe and provide details as to any proposed interest rate hedging strategy including the time period over which a hedge is expected to be in place and the proportion of the debt repayments that are to be hedged.</p>	
1.7.8	Refinancing	<p>If the Financial Model includes any refinancing, the Proposer must describe these plans and provide full details, including assumptions with respect to:</p> <p>(i) The structure and timing of refinancing;</p> <p>(ii) Interest rates;</p> <p>(iii) Margins;</p> <p>(iv) Timing of repayments;</p> <p>(v) Reserve accounts; and</p> <p>(vi) Coverage ratios.</p>	
1.7.9	Taxes	<p>The Proposer must provide full details of its taxations assumptions to demonstrate that the Proposer has given full consideration to all tax implications in preparing the Financial Proposal.</p>	

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SCHEDULE C-2: FINANCIAL PROPOSAL EVALUATION CRITERIA

1. GENERAL APPROACH

Following the Proposal responsiveness review described in Section 5.4.1 (*Phase 1: Proposal Responsiveness Review*) of this RFP, Financial Proposals will be evaluated by the Selection Committee in accordance with the evaluation criteria set forth in Section 3 of Schedule C-2 of this RFP. PGCPS may, at its sole discretion, perform other due diligence investigations with respect to any information submitted in a Proposal.

2. EVALUATION PROCESS AND WEIGHTINGS

In accordance with the weighting set forth in Section 5.5. (*Proposal Point Scoring*) of this RFP, for each Proposal being evaluated, the PGCPS Selection Committee will evaluate and assign scores to each evaluation category or identified sub category based on its assessment of the criteria or formula calculation associated with that sub category.

As set forth in Section 5.5.2. (*Financial Proposal Scoring*) of the RFP, Financial Proposal evaluation consists of the following major evaluation categories and identified sub categories, with associated criteria or formula calculations.

Financial Evaluation Content	Weighting (Percentage of Maximum Proposal Points)
Part 1.1 – Confirmation of Financial Capacity	Pass/Fail
Part 1.2. – Financing Plan	
Preferred Financial Structure	1.0%
MBE Equity Plan	2.0%
Approach to Financing During the Exclusive Negotiating Period	2.0%
Part 1.3. – Community Equity Investment Program Plan	2.0%
Part 1.4 – Committed Predevelopment Costs	3.0%
Part 1.5. – Committed Design-Build Soft Costs	13.0%
Part 1.6 – Committed Operations and Maintenance Costs Per Gross Square Foot	8.0%
Part 1.7. – Maximum Equity IRR	9.0%
Part 1.8. – Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee	2.0%
Total	42.0%
BONUS – Part 1.9. – Exceed Minimum MBE Equity Requirement of 20% of Total Project Equity	Up to 0.5%

The scoring considerations for each evaluation category are detailed in the following section.

3. FINANCIAL PROPOSAL EVALUATION CRITERIA

Part 1.1. Confirmation of Financial Capacity

The Selection Committee will evaluate the information provided in the Proposer's submittal in Part 1.2. of Schedule C-1 and assess whether, based on the financial information provided, PGCPS has a reasonable expectation that the Proposer has the overall financial strength and capability to carry out the Project responsibilities. This evaluation will be on a pass / fail basis.

Part 1.2. Financing Plan

The Selection Committee will assign up to **5 percent of points** to the Proposer's Financing Plan, with separate point allocations available for each of the three subcomponents of the Financing Plan. The evaluation criteria for each of the three subcomponents of the plan are outlined below.

Preferred Financial Structure

The Selection Committee will assign up to **1 percent of points** based on the Proposer's preferred financial structure. The evaluation will be based on the Selection Committee's judgement as to the merit, practicality, quality, strength and value of the Proposer's submittal in Part 1.3.1 of the Financial Proposal, including the Selection Committee's assessment of the extent to which the submittal:

- (i) Provides a clear overview of the preferred financial structure, including the proposed amounts and sources of financing;
- (ii) Articulates the value of the preferred financial structure to PGCPS; and
- (iii) Demonstrates interest and preliminary commitment from debt and equity investors.

MBE Equity Plan

The Selection Committee will assign up to **2 percent of points** based on the Proposer's MBE Equity Plan. The evaluation will be based on the Selection Committee's judgement as to the merit, practicality, quality, strength and value of the Proposer's submittal in Part 1.3.2. of the Financial Proposal, including the Selection Committee's assessment of the extent to which the submittal:

- (i) Clearly articulates the roles and responsibilities of the MBE Equity Members during the Exclusive Negotiating Period, Design-Build Period and Services Period;
- (ii) Demonstrates that the MBE Equity Members will have a meaningful leadership role throughout the Exclusive Negotiating Period at a minimum; and
- (iii) Considers PGCPS' objective of incorporating MBE investor sourced funds into the capital stack.

Approach to Financing During Exclusive Negotiating Period

The Selection Committee will assign up to **2 percent of points** based on the Proposer's approach to financing during the Exclusive Negotiating Period. The evaluation will be based on the Selection Committee's judgement as to the merit, practicality, quality, strength and value of the Proposer's submittal in Part 1.3.4. of the Financial Proposal, including the Selection Committee's assessment of the extent to which the submittal:

- (i) Provides a clear financing timeline, including clear milestone dates and detailed financing activities associated with achieving these milestones, and demonstrates a high likelihood of successfully meeting the financing timeline;
- (ii) Provides a clear, detailed and reliable framework and plan for securing each source of financing, which may include equity, quasi-equity, construction or standby facilities, subordinated debt, capital markets debt, and internally generated funds;
- (iii) Provides for an open-book, transparent process that includes regular communication and engagement with PGCPS;

- (iv) Describes and provides a clear and comprehensive approach to meeting the Affordability Ceiling and achieving the lowest possible cost of capital during the Exclusive Negotiating Period; and
- (v) Demonstrates a clear understanding of Project financing and risk factors and presents a logical and coherent plan for addressing and mitigating such risks in order to achieve Financial Close.

Part 1.3. Community Equity Investment Program Plan

The Selection Committee will assign up to **2 percent of points** to the Proposer’s Community Equity Investment Program structure based on the Selection Committee’s judgement as to the merit, practicality, quality, strength and value of the Proposer’s submittal in Part 1.4. of the Financial Proposal, including the Selection Committee’s assessment of the extent to which the proposed program:

- (i) Demonstrates a solid understanding of PGCPS’ objectives for the Community Equity Investment Program and a firm commitment to expanding investment opportunities for people who live and work in Prince George’s County;
- (ii) Articulates a clear and robust approach and timeline that PGCPS perceives will result in a high likelihood of meeting the Community Equity Investment minimum requirements;
- (iii) Articulates a clear and robust marketing plan for attracting and securing Community Equity Investment;
- (iv) Provides investment terms and conditions and a risk / return profile that are reasonable in the context of the rest of the capital stack for the Project; and
- (v) Demonstrates a firm commitment to expanding investment opportunities for people who live and work in Prince George’s County via its proposed Community Equity Investment Program.

Part 1.4. Committed Predevelopment Costs

PGCPS will evaluate the Committed Predevelopment Costs provided in Form F-8. The Committed Predevelopment Costs for each Proposer will be scored in relation to the lowest Committed Predevelopment Costs offered. The maximum score will be **3 percent of points**, which will be awarded to the Proposer with the lowest Committed Predevelopment Costs. The Committed Predevelopment Costs Score (P_s) shall be calculated using the following formula:

$$P_s = 3\% \times \text{MaxP} \times (P_{\text{Best}} / P)$$

Whereby,

P_s is the Committed Predevelopment Costs score for the proposal under consideration;

MaxP is the maximum number of points available for the Proposal;

P_{Best} is the lowest Committed Predevelopment Costs offered by any Proposer; and

P is the Committed Predevelopment Costs offered in the Proposal under consideration.

The Committed Predevelopment Cost Score will be rounded to two decimal places.

Part 1.5. Committed Design-Build Soft Costs

PGCPS will evaluate the Committed Design-Build Soft Costs provided in Form F-9 based on the net present value as of the Proposal Due Date.

In order to determine the net present value of the Committed Design-Build Soft Costs, PGCPS will escalate past nominal values at an annual rate of 5.0% to the Proposal Due Date and discount future nominal values at an annual rate of 5.0% to the Proposal Due Date.

The net present value of the Committed Design-Build Soft Costs for each Proposer will be scored in relation to the lowest net present value of Committed Design-Build Soft Costs offered. The maximum score will be **13 percent of points**, which will be awarded to the Proposer with the lowest Committed Design-Build Soft Costs. The Committed Design-Build Soft Costs Score (DB_s) shall be calculated using the following formula:

$$DB_s = 13\% \times \text{MaxP} \times (DB_{\text{Best}} / DB)$$

Whereby,

- DB_s is the Committed Design-Build Soft Costs Score for the proposal under consideration;
- MaxP is the maximum number of points available for the Proposal;
- DB_{Best} is the lowest NPV of Committed Design-Build Soft Costs offered by any Proposer; and
- DB is the NPV of Committed Design-Build Soft Costs offered in the Proposal under consideration.

The Committed Design-Build Soft Cost Score will be rounded to two decimal places.

Part 1.6. Committed Operations and Maintenance Costs Per Gross Square Foot

PGCPS will evaluate the Committed Operations and Maintenance Costs Per Gross Square Foot provided in Form F-10. The Committed Operations and Maintenance Costs Per Gross Square Foot for each Proposer will be scored in relation to the lowest Committed Operations and Maintenance Costs Per Gross Square Foot offered. The maximum score will be **8 percent of points**, which will be awarded to the Proposer with the lowest Committed Operations and Maintenance Costs Per Gross Square Foot. The Committed Operations and Maintenance Costs Per Gross Square Foot Score (S_s) shall be calculated using the following formula:

$$S_s = 8\% \times \text{MaxP} \times (S_{\text{Best}} / S)$$

Whereby,

- S_s is the Committed Operations and Maintenance Costs Per Gross Square Foot Score for the proposal under consideration;
- MaxP is the maximum number of points available for the Proposal;
- S_{Best} is the lowest Committed Operations and Maintenance Costs Per Gross Square Foot offered by any Proposer; and
- S is the Committed Operations and Maintenance Costs Per Gross Square Foot offered in the Proposal under consideration.

The Committed Operations and Maintenance Costs Per Gross Square Foot Score will be rounded to two decimal places.

Part 1.7. Maximum After-Tax Equity IRR

PGCPS will evaluate the Maximum After-Tax Equity IRR provided in Form F-4. The Maximum After-Tax Equity IRR for each Proposer will be scored in relation to the lowest Maximum After-Tax Equity IRR offered. The maximum score will be **9 percent of points**, which will be awarded to the Proposer with the lowest Maximum After-Tax Equity IRR. The Maximum After-Tax Equity IRR Scores (I_s) shall be calculated using the following formula:

$$I_s = 9\% \times \text{MaxP} \times (I_{\text{Best}} / I)$$

Whereby,

I_s is the Maximum After-Tax Equity IRR Score for the Proposal under consideration;

MaxP is the maximum number of points available for the Proposal;

I_{Best} is the lowest Maximum After-Tax Equity IRR offered by any Proposer; and

I is the Maximum After-Tax Equity IRR offered in the Proposal under consideration.

The Maximum After-Tax Equity IRR Score will be rounded to two decimal places.

Part 1.8. Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee

PGCPS will evaluate the Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee provided in Form F-5. The Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee for each Proposer will be scored in relation to the lowest Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee offered. The maximum score will be **2 percent of points**, which will be awarded to the Proposer with the lowest Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee. The Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee Scores (F_s) shall be calculated using the following formula:

$$F_s = 2\% \times \text{MaxP} \times (F_{\text{Best}} / F)$$

Whereby,

F_s is the Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee Score for the Proposal under consideration;

MaxP is the maximum number of points available for the Proposal;

F_{Best} is the lowest Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee offered by any Proposer; and

F is the Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee offered in the Proposal under consideration.

The Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee Score will be rounded to two decimal places.

Part 1.9. Bonus - Exceed Minimum MBE Equity Requirement of 20% of Total Project Equity

PGCPS will provide **up to 0.5 percent of the maximum total Proposal points** as bonus points to any Proposer who commits to greater than the minimum requirement of 20% of total project equity as MBE Equity. The bonus points to be awarded shall be calculated based on the following:

$$\text{MBE}_B = 0.5\% \times \text{MaxP} \times (\text{MBE} / 20\% - 1)$$

Whereby,

MBE_B is the MBE Equity Bonus Points for the Proposal under consideration; and

MaxP is the maximum number of points available for the Proposal;

MBE is the MBE Equity % offered in the Proposal under consideration.

The MBE Equity Bonus Points will be rounded to two decimal places and shall not exceed 0.5% of the maximum total points awarded for the Financial Proposal.

Schedule D: Partnership Evaluation

SCHEDULE D-1: PARTNERSHIP EVALUATION CRITERIA

1. GENERAL APPROACH

Following the Proposal responsiveness review described in Section 5.4.1 (*Phase 1: Proposal Responsiveness Review*) of this RFP, Proposers will be evaluated by the Selection Committee in accordance with the evaluation criteria set forth in Section 3 of Schedule D-1 of this RFP. PGCPS may, in its sole discretion, perform other due diligence investigations with respect to any information submitted in a Proposal.

2. EVALUATION PROCESS AND WEIGHTINGS

In accordance with the weighting set forth in Section 5.5. (*Proposal Point Scoring*) of this RFP, for each Proposal being evaluated, the PGCPS Selection Committee will evaluate and assign a score to the evaluation criteria included for the Partnership category.

As set forth in Section 5.5.3. (*Partnership Scoring*) of the RFP, Partnership evaluation consists of one major evaluation category, with associated criteria.

Partnership Evaluation Content	Weighting (Percentage of Maximum Proposal Points)
Part 1.1 – Partnership	10.0%
Total	10.0%

The Partnership scoring considerations are detailed in the following section.

3. PARTNERSHIP EVALUATION CRITERIA

Part 1.1. Partnership

The Selection Committee will assign up to **10 percent of points** based on its evaluation of each Proposer’s ability and willingness to partner with PGCPS on the Project. The Selection Committee will assess the degree to which the Proposal and PGCPS’ interactions with the Proposers in one-on-one meetings, interviews, presentations, and throughout the RFP process demonstrate:

- (i) The long-term viability of the proposed Project approach as exhibited by thoughtful design/construction trade-offs between first costs and life cycle costs, renewal investment, and preventative maintenance in order to best meet the Project’s Affordability Ceiling;
- (ii) An awareness of project risks and expression of flexibility in addressing changing conditions and responding to PGCPS feedback;
- (iii) Willingness to work with key stakeholders to help meet PGCPS’s objectives for the Project;
- (iv) Articulation of viable technical and financial alternatives for achieving the Affordability Ceiling; and
- (v) High quality interactions with PGCPS that demonstrate an attitude of partnership, creative approaches to problem solving, and strong team dynamics.

Schedule E: Standardized Proposal Forms

All forms named in this Schedule are provided as Proposal Forms, unless otherwise noted. All blank spaces in the Proposal Forms must be filled in, as appropriate. Proposers may make non-substantive changes to the forms (e.g. expanding the forms to properly include all required information or adding additional signature blocks to accommodate signatures from multiple Proposer team members). No substantive changes shall be made to the Proposal Forms.

1. General Forms

Proposal Form CR – Requests for Clarification and Amendment

2. Technical Proposal Forms:

Proposal Form T-1:	Technical Proposal Submission Letter
Proposal Form T-2:	Certifications
Proposal Form T-3:	Legal Disclosures
Proposal Form T-4:	Proposer Team Member List
Proposal Form T-5:	Relationship Disclosure Form
Proposal Form T-6:	Statement of Ownership
Proposal Form T-7:	Form of Exclusive Negotiating Period Successful Proposer-Paid Breakage Fee Letter of Credit
Proposal Form T-8:	Form of Parental Guarantee
Proposal Form T-9:	(Reserved)
Proposal Form T-10:	(Reserved)
Proposal Form T-11:	(Reserved)
Proposal Form T-12:	Non-Collusion Certificate
Proposal Form T-13:	Anti-Bribery Affidavit
Proposal Form T-14:	(Reserved)
Proposal Form T-15:	(Reserved)
Proposal Form T-16:	Debarment Affidavit
Proposal Form T-17:	Form of Exclusive Negotiating Agreement
Proposal Form T-18:	Hard Construction Cost Estimate Worksheet
Proposal Form T-19:	Estimated Life Cycle Cost Breakdown

3. Financial Proposal Forms

Proposal Form F-1:	Financial Proposal Submission Letter
Proposal Form F-2:	Indicative Capital Charge
Proposal Form F-3:	Indicative Services Charge
Proposal Form F-4:	Committed Maximum After-Tax Equity IRR

Proposal Form F-5:	Committed Exclusive Negotiating Period Maximum PGCPS-Paid Breakage Fee
Proposal Form F-6:	Committed Minimum Percentage of Equity from MBE Equity Members
Proposal Form F-7:	Non-Committed Financial Proposal Information
Proposal Form F-8:	Committed Predevelopment Costs
Proposal Form F-9:	Committed Design-Build Soft Costs
Proposal Form F-10:	Committed Operations and Maintenance Costs Per Gross Square Foot
Proposal Form F-11:	Financial Information - Information Regarding Equity Members
Proposal Form F-12:	Financial Information - Financial Officer Certificate

Proposal Form T-1

PRINCE GEORGE’S COUNTY PUBLIC SCHOOLS

BLUEPRINT SCHOOLS PHASE 2

Technical Proposal Submission Letter

[to be typed on Proposer’s Letterhead]

Date: _____ 2023

Re: Technical Proposal for the PGCPs Blueprint Schools Phase 2 (RFP NO. DCP001-23-RFP)

_____ (the “Proposer”) hereby submits its Technical Proposal in response to the Request for Proposals No. DCP001-23-RFP (the “RFP”) for the Prince George’s County Public Schools Blueprint Schools Phase II, issued by Prince George’s County Public Schools (“PGCPS”) on April 28, 2023, as amended.

As the duly authorized representative of the Proposer, I hereby certify, represent, and warrant, on behalf of the Proposer Team as follows in connection with the Technical Proposal:

1. The Proposer acknowledges receipt of the RFP and the following Addenda and Clarifications:

No.	Date Issued
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[Proposer to list all Addenda and Clarifications issued by PGCPS]

2. The submittal of this Technical Proposal has been duly authorized by, and in all respects is binding upon, the Proposer. Attachment 1 to this submission letter is a Certificate of Authorization which evidences my authority to submit the Technical Proposal and bind the Proposer.
3. All firms currently included as part of the Proposer Team are identified in Proposal Form T-4 of this Technical Proposal.
4. In accordance with Section 4.6.2. of the RFP, the Proposal Validity Period is for a minimum of 365 days.
5. The Proposer acknowledges and accepts, without reservation, that the terms and conditions of the Project Agreement are non-negotiable, except as permitted in Section 6.1.2(b) of the RFP and commits to executing such Project Agreement without material revision should it be deemed the Successful Proposer by PGCPS in accordance with the RFP, as amended.

6. All information and statements contained in the Technical Proposal are current, correct and complete and are made with the full knowledge that PGPCS will rely on such information and statements in selecting the Successful Proposer and executing the Project Agreement.
7. No member of the Proposer Team is currently suspended or debarred from doing business with any government entity.
8. The Proposer has reviewed all of the engagements and potential engagements of the members of the Proposer Team and no potential exists for any conflict of interest or unfair advantage.
9. Proposer Team members have not engaged in any practices that may result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration in connection with the submittal of this Proposal.
10. The Proposer, or an applicable Proposer Team Member, has all current and valid licenses, registrations and certificates required by Applicable Law to submit this Technical Proposal and for provision of the services described in the RFP, Proposal and the Project Agreement.
11. The following individual will serve as the interface between PGPCS and the Proposer for all communications related to this Proposal and the Project Agreement:

Name: _____
Title: _____
Address: _____

Phones: _____
Email: _____

12. The Proposer certifies that:
 - a. its Technical Proposal is submitted without reservation, qualification, assumptions, deviations or conditions;
 - b. it has submitted a Technical Proposal consisting of all documents and information required by Schedule B (Technical Proposal) of the RFP, including all Technical Proposal Forms required to be submitted by the RFP;
 - c. it has carefully examined and is fully familiar with all of the provisions of the RFP, has reviewed (i) all materials provided in the Data Room, (ii) the Addenda and (iii) PGPCS' written responses to questions, and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed by the Developer and does not contain internal inconsistencies, errors or omissions;
 - d. it has carefully examined all documents constituting the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFP, the Project Agreement and the Technical Proposal, for those prices that are committed in the Proposal;

- e. it has carefully checked all the words, figures and statements in the Technical Proposal; and
 - f. it has notified PGCPs of any deficiencies in or omissions from the RFP or other documents provided by PGCPs and of any unusual site conditions observed.
13. The Proposer represents that all statements made, and information provided in the SOQ previously delivered by it to PGCPs (as amended, resubmitted or updated by the enclosed Technical Proposal) are true, correct and accurate in all material respects as of the date of this Technical Proposal Submission Letter, except as otherwise specified in the enclosed Technical Proposal.
14. The Proposer understands that all costs and expenses incurred by it in preparing the Proposal and participating in the RFP Process will be borne solely by the Proposer, except any reimbursement that may be paid in accordance with the RFP.
15. The Proposer agrees that:
- a. PGCPs will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the Proposal;
 - b. PGCPs' acceptance of the Proposal does not constitute any statement or determination as to its completeness, responsiveness or compliance with the requirements of the RFP, including the Project Agreement; and
 - c. in the event a substantive difference is identified at any time prior to or following the Execution Date between the Proposer's Proposal and any provision in the Project Agreement (including the Technical Requirements), the provisions of the Project Agreement will prevail, and the Proposer will not be entitled to alter its Proposal, as applicable.
16. The Proposal will be governed by and construed in all respects according to the law of the State of Maryland.

Name of Proposer

Name of Designated Signatory

Signature

Title

ACKNOWLEDGEMENT BY NOTARY PUBLIC

(Notary Public)

State of _____

County of _____

On this ____ day of _____, 2023, before me appeared _____ personally known to me to be the person described in and who executed this Technical Proposal Submission Letter and acknowledged that (he/she) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed by official seal the day and year last written above.

(SEAL)

Notary Public in and for the state of _____

Printed name

Residing at _____

My Commission expires _____

Attachment 1

CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of _____; that I have custody of the records of the corporation ; and that as of the date of this certification, holds the title of _____ in the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to Request for Proposals No. DCP001-23-RFP for the Prince George’s Public Schools Blueprint Schools Phase 2 issued on April 28, 2023, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this ____ day of ____ 2023.

(Affix Seal Here)

Clerk/Secretary

**Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal. Proposers shall make appropriate conforming modifications to this Certificate in the event that the signatory’s address is outside of the United States.*

Attachment 2

STATEMENT JUSTIFYING RECORDS MARKED AS PROPRIETARY OR TRADE SECRET

Please note that PGCPS will not accept blanket designations marking information and materials as "CONFIDENTIAL". PGCPS may, in its sole discretion, and subject to applicable law, treat the whole of the relevant section(s)/document(s) that are subject to such a blanket designation as subject to disclosure pursuant to applicable law.

Proposer's Name: *[Proposer to provide]*

Table T1-A2. Confidential and Proprietary Information Index

No.	Proposal Heading(s)	RFP Section(s)	Proposal Page(s)	Relevant Public Disclosure Law Exemption(s)
<hr/>				
<hr/>				
<hr/>				
<hr/>				

PROPOSAL FORM T-2

CERTIFICATIONS

Form T-2.1. – Delegations and Authorizations [required from each Major Participant]

In the event that a Proposer is comprised of various team members, each Major Participant shall, under penalty of perjury, certify the following:

[Certification Date]

To: Ms. De’Nerika Johnson
Construction Procurement Supervisor
Department of Capital Programs
13300 Old Marlboro Pike, Trailer 6
Upper Marlboro, MD 20772

REFERENCE: Certification of Delegation and Authorization

With reference to RFP No. DCP001-23-RFP , in representation of [name of Major Participant], under penalty of perjury, I hereby certify the following:

- (i) [Proposer Registered Representative] is authorized to sign the Submission Letter on behalf of [name of Major Participant];
- (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the Proposal (including, for the avoidance of doubt, in Form T-2 (Certifications) and Form T-3 (Legal Disclosures)) in respect of [name of Major Participant] have been authorized by [name of Major Participant], and is or are correct, complete and not materially misleading; and
- (iii) I am duly authorized to act on behalf of [name of Major Participant].

[role of Major Participant]:

[insert Major Participant name]

By: _____

Printed Name: [insert name]

Title: [insert title]

Form T-2.2. – Certification

2.1. Instructions

In addition to the requirements stipulated in Schedule B-1 (Technical Proposal Submission Requirements) and Schedule C-1 (Financial Proposal Submission Requirements), please note the following:

- a) In Section 2.2.2 of this Form T-2.2, references to an entity include the relevant experience of any entity to which it is a successor or assign (but only to the extent the experience is legally deemed to be that of the firm as a result of the relevant succession or assignment) or with respect to an investment fund, the successor is under common Control with such predecessor fund and both the predecessor fund and successor fund receives investment advice from the same investment adviser.
- b) An authorized representative of each Major Participant is required to sign the certification set out at the end of the form of certifications in Section 2.2 of this Form T-2.
- c) If a response to any question is limited by a confidentiality agreement, protective order or similar document, indicate this in the response.
- d) The signature block in Section 2.2.2 of this Form T-2 may be modified as needed to properly reflect the authority of the person signing.

For the purposes of this Form T-2.2, "**Affiliate**" means an Affiliate that:

- a) within the past five years has been engaged in business or investment; or
- b) has been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation, or maintenance for any project listed in the Proposer’s Proposal.

2.2. Certifications

Proposer Name:_[Proposer to provide]

2.2.1. Summary of Certifications

Table 2.2.1 Summary of Certifications

No	Entity providing a completed <u>Section 2.2. of Form T-2</u>	Role of such Entity ¹	Answered Yes to One or More Certifications?	
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No

¹ E.g., Equity Member, Lead Architect, Lead Architect Member, Design-Builder, Design-Builder Member, Lead Services Provider, Lead Services Provider Member, or Guarantor.

2.2.2. Certifications

Proposer Name: [Proposer to provide]

Name of Team Member: [Proposer to provide]

- Role on Proposer:**
- Equity Member
 - Lead Architect
 - Lead Architect Member
 - Design-Builder
 - Design-Builder Member
 - Lead Services Provider
 - Lead Services Provider Member
 - Guarantor for [Proposer to provide relevant entity]

Table 2.2.2. Certifications

No.	Certification Questions	Yes	No
(1)	<p>Has the entity or any Affiliate or any current officer thereof, been indicted or convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (U.S. Federal, state, or local or foreign government) transaction; violation of Federal or state or foreign antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or material misrepresentations, or receiving stolen property, collusion, conspiracy or other contract-related crimes or violations or any other felony or serious misdemeanor within the past ten years?</p> <p><i>If yes, please explain, including the name of the relevant prosecuting agency, the applicable law(s) and the status of any appeal(s).</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<p>Has the entity or any Affiliate ever sought protection under any provision of any U.S. or foreign bankruptcy act, law or regulation in any jurisdiction within the past ten years?</p> <p><i>If yes, please explain, including identification of the relevant jurisdiction(s) and applicable laws, and the status or outcome of any resulting bankruptcy process.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<p>Has the entity or any Affiliate ever been disqualified, removed, debarred or suspended from performing work for the U.S. Federal government, any U.S. state or local government, or any foreign governmental entity within the past ten years?</p> <p><i>If yes, please explain, including the name of the relevant public agency, the date, grounds and results of any such action.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(4)	<p>Has the entity or any Affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity (U.S. federal, state or local or foreign government) within the past ten years?</p> <p><i>If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

Table 2.2.2. Certifications

No.	Certification Questions	Yes	No
(5)	<p>Has any construction or project or operations and maintenance contract performed or managed by the entity or, to the knowledge of the undersigned, any Affiliate involved repeated or multiple failures to comply with U.S. federal, state or local or foreign government safety rules, regulations or requirements within the past ten years?</p> <p><i>If yes, please explain, and provide owner contact information, including current telephone and fax numbers and email addresses.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(6)	<p>Has the entity or any Affiliate been found, adjudicated or determined by any Federal or state court or agency, or foreign government court or agency to have violated any laws or regulations relating to worker safety within the past ten years?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(7)	<p>Has the entity or any Affiliate been found, adjudicated or determined by any Federal court, Federal agency, state court or state agency or foreign government (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable state governmental agency) to have violated any law or executive order relating to employment discrimination or affirmative action within the past ten years, (including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar state or foreign law)?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(8)	<p>Has the entity or any Affiliate been found, adjudicated, or determined by any Federal court, Federal agency, state court or state agency, or foreign government court or agency to have violated or failed to comply with any law or regulation of the United States or any state, or any foreign government law or regulation within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(9)	<p>Has the entity or any Affiliate been found, adjudicated or determined by any Federal or state court or agency (including the Environmental Protection Agency) or foreign government court or agency to have violated any laws or regulations relating to protecting the environment?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(10)	<p>Has the entity or any Affiliate been found, adjudicated or determined by any Federal, state or local court or agency or foreign government, court or agency or local government to have violated the terms of any community benefits agreement of which it was a signatory?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(10)	<p>With respect to each of Questions 1-10 above, if not previously answered or included in a prior response on this Form, is any notice, warning, investigation, proceeding, claim, matter, suit, indictment, etc. currently pending against the entity that could (assuming subsequent necessary actions are taken) result in the entity being found liable, guilty or in violation of any of laws or regulations referenced in Questions 1-9 above and/or subject to debarment, suspension, removal or disqualification by the Federal government, any state or local government, or any foreign governmental entity?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

Table 2.2.2. Certifications

No.	Certification Questions	Yes	No
(11)	Has the entity or any Affiliate been established or operated in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland? <i>If yes, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>
(12)	Is the entity or any Affiliate a successor, assignee, subsidiary, or affiliate of a suspended or debarred business? <i>If yes, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>

Under penalty of perjury, the undersigned certifies on behalf of the entity for which he or she signs that each of the foregoing representations, certifications, statements and disclosures is correct, complete and not materially misleading:

[Role of team member]: *[insert entity name]*

By: _____

Printed Name: *[insert name]*

Title: *[insert title]*

PROPOSAL FORM T-3

LEGAL DISCLOSURES

1. Instructions

In addition to that set forth in Schedule B-1 (Technical Proposal Submission Requirements) and Schedule C-1 (Financial Proposal Submission Requirements), please note the following:

- a) For purposes of this Form T-3, the relevant experience of an entity is deemed to include experience on any Reference Project in the Proposer’s Proposal.
- b) For the relevant project owner’s (“**Owner**”) or contract counterparty’s (“**Counterparty**”) contact information, please submit a current name, title, phone number and email address of an individual employed by the Owner or Counterparty involved in the relevant dispute, breach of contract or termination.
- c) If the relevant circumstances described in either question do not apply to any of the Proposer’s Major Participants, or any Affiliate of any of them, replace the relevant table with "None applicable".

For the purpose of this Form T-3, "**Affiliate**" means an Affiliate that:

- a) within the past five years, has been engaged in business or investment; or
- b) has been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed in the Proposer’s Proposal.

2. Summary of Legal Liabilities and Proceedings

Proposer Name: *[Proposer to provide]*

List and briefly describe all instances (including any resolution) during the last ten years involving Reference Projects, or any other project with a contract price of \$50 million or more, in relation to which any Major Participant or any Affiliate of any of them:

- a) was determined by a court of law or in an arbitration proceeding, a dispute review board proceeding or any other dispute resolution proceeding to be liable for a material breach of contract; or
- b) had a contract terminated for cause; or
- c) was or is currently involved in a claim or dispute with the project owner(s) (or any public-private partnership project company, concessionaire, developer or the equivalent) in an amount in excess of \$5,000,000.

Table 2. Summary of Legal Liabilities and Proceedings

[Role of Entity in Proposer]: [Entity Name]	
(1)	Description: Owner's or Counterparty's Representative:
[Role of Entity in Proposer]: [Entity Name]	
(2)	Description: Owner's or Counterparty's Representative:

3. Contractors in Legal Proceedings with PGCPs

Proposer Name: *[Proposer to provide]*

Does any Major Participant or Affiliate currently hold a contract or purchase order agreement with PGCPs or with another party through which the Major Participant or Affiliate is acting as a subcontractor to an entity holding a contract or purchase order agreement with PGCPs?

- Yes
- No

If yes, are there currently any pending or contemplated legal proceedings, whether in court or an alternative dispute forum?

- Yes
- No

If yes, please provide the Major Participant or Affiliate name and the contract or purchase order number associated with the current or contemplated legal proceedings below:

Table 3. Contractors in Legal Proceedings with PGCPs

(1)	<i>[Role of Entity in Proposer]: [Entity Name]</i>
	Associated Contract/Purchase Order Number
	Description of Dispute
	Status of Dispute
(2)	<i>[Role of Entity in Proposer]: [Entity Name]</i>
	Associated Contract/Purchase Order Number
	Description of Dispute
	Status of Dispute

PROPOSAL FORM T-4
PROPOSER TEAM MEMBER LIST

Name of Proposer Team: _____

[Provide the names and roles of firms included as part of the Proposer Team, including all Major Participants, as well as key advisors and subcontractors identified as part of the Proposer Team. If one entity is expected to serve in more than one role, please provide the name of the entity for each role for with the entity is expected to serve.]

[insert Proposer name] _____		
Name of Firm or Legal Entity	Role ²	
	Equity Member	
	Guarantor	
	Design-Builder	
	Design-Builder Member	
	Lead Services Provider	
	Lead Services Provider Member	
	Lead Architect	
	Lead Architect Member	
	<i>[please add or eliminate rows as appropriate]</i>	
	Financial Advisor	Other Team Members
	Major Subcontractor	
	Legal Advisor	
	Other	
	Other	
	<i>[please add or eliminate rows as appropriate]</i>	

² Please refer to Section 1.5 of the RFP for a definition of Major Participants.

**SUPPLEMENT TO PROPOSAL FORM T-4
NEW PROPOSER TEAM MEMBERS**

[Provide the information requested on this form for each new member of the Proposer Team who was not listed under the SOQ. Provide any changes to information on members of the Proposer Team listed in the SOQ. Attach additional pages, if necessary.]

[Name of Proposer] _____

GENERAL INFORMATION	
Member Name:	
Role:	
RELEVANT PROJECT EXPERIENCE	
Project 1:	
Location:	
Brief Overview of Project and Relevance to PGCPs Blueprint Schools Phase II	
Current Status of Project:	
Member Dates of Involvement:	From _____ through _____
Brief Description of Member Roles and Responsibilities	
Contact Person	
Title	
Phone	
Email:	
Project 2:	
Location:	
Brief Overview of Project and Relevance to PGCPs Blueprint Schools Phase II	
Current Status of Project:	
Member Dates of Involvement:	From _____ through _____
Brief Description of Member Roles and Responsibilities	
Contact Person	
Title	
Phone	
Email:	

PROPOSAL FORM T-5

RELATIONSHIP DISCLOSURE FORM

[This form must be completed by each Proposer Team Member and signed by a duly authorized representative of such Team Member]

Date: _____, 2023

Re: Relationship Disclosure for PGCPS Blueprint Schools Phase 2 (RFP NO. DCP001-23-RFP)

On behalf of _____ [name of Team Member], I hereby confirm that we have reviewed and acknowledge the provisions set forth in Section 3.8 of RFP No. DCP001-23-RFP, as amended, and are disclosing herein all relationships that my representative has with:

- (a) Any member of the entities identified in Section 3.8.4 of the RFP or their current employees, shareholders, directors or officers; or
- (b) Employees (both current and former) of the PGCPS

The following provides details of the nature of our firm’s relationship with the listed Person/Party:

Name of Party/Person	Details of the Nature of the Team Member’s relationship with the listed Person/Party

Name of Team Member

Name of Designated Signatory

Signature

Title

PROPOSAL FORM T-6
STATEMENT OF OWNERSHIP

The Proposer proposes that Developer is (or shall be so constituted upon award and prior to entry into the Project Agreement) a:

- Limited Liability Company (LLC) Limited Liability Partnership (LLP) Corporation
 Joint Venture Other (specify): _____

I hereby certify that:

No individual person or entity owns (or shall own upon its legal establishment) a 10% or greater interest in the Developer.

OR

The names and addresses of all the persons and entities who own a 10% or greater interest in the Developer are as follows:

NAME ³	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

- Check here if additional sheets are attached.
 Check here to certify that no person or entity, except for those already listed above or on any attached sheets, owns a 10% or greater interest in the Proposer.

Name of Proposer

Name of Designated Signatory

Signature

Title

³ If an entity owns a 10 percent or greater interest in the Developer, list all owners of 10 percent or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10 percent or greater interest in each listed entity has been disclosed.

PROPOSAL FORM T-7

FORM OF EXCLUSIVE NEGOTIATING PERIOD SUCCESSFUL PROPOSER-PAID BREAKAGE FEE LETTER OF CREDIT

[Issuing Financial Institution's Letterhead with Name and Address]

IRREVOCABLE LETTER OF CREDIT

Date

Prince George's County Public Schools
Department of Capital Programs
13300 Old Marlboro Pike, Trailer 6
Upper Marlboro, MD 20772
Attn: Ms. De'Nerika Johnson, Construction Procurement Supervisor

Re: Exclusive Negotiating Period Successful Proposer-Paid Breakage Fee Letter of Credit (No. DCP001-23-RFP)

Ladies and Gentlemen,

At the request and for the account of _____ (the "Proposer"), we hereby establish in your favor, our irrevocable Letter of Credit No. [_____] (the "Letter of Credit") in the amount of U.S. \$2,000,000.00 (two million dollars), (as such amount may be reduced as stated herein, the "Stated Amount"), effective immediately and expiring at the close of business (Eastern time) on [_____, 2024 (the "Stated Termination Date").⁴ All drawing under this Letter of Credit shall be paid with our own funds.

We hereby irrevocably authorize you to draw on us, in an aggregate amount not to exceed the Stated Amount and in accordance with the terms and conditions set forth herein, in one or more drawings in substantially the form of Annex A attached hereto, completed and signed by one purporting to be your duly authorized representative (any such certificate being your "Drawing Certificate"), an aggregate amount not exceeding the Stated Amount, representing amounts payable to you by the Proposer under Prince George's County Public Schools Request for Proposals No. DCP001-23-RFP, as amended (the "RFP").

Each Drawing Certificate drawn under his Letter of Credit must be dated as of the date of presentation on a Business Day and bear on its face the clause "Drawn under [*insert name of Bank*] Irrevocable Letter of Credit No [_____]". As used herein, the term "Business Day" means any day, other than a Saturday or Sunday or other day on which we at our designated office are authorized or required by law or executive order to close.

⁴ Note to Proposers: The Stated Termination Date must be no earlier than May 31, 2024.

Funds under this Letter of Credit shall be available to you against receipt by us of your Drawing Certificate. Presentation of any such Drawing Certificate by one purporting to be your duly authorized representative shall be made via mail or courier delivery to our office located at:

[Bank Name and Address]

Attention: Letter of Credit Department

Telephone: _____

Email: _____

Facsimile: _____

Demand for payment hereunder may also be made by facsimile transmission of the Drawing Certificate, at the facsimile number state above, to [_____], Attention: Letter of Credit Department. If presentation is made by facsimile transmission, original documents are not required, and the facsimile transmission will constitute the operative Drawing Certificate. You may contact us at the number shown above or by email to confirm receipt of the transmission. Your failure to seek such a confirmation does not affect our obligation to honor such a presentation.

A Drawing Certificate strictly conforming to the terms and conditions hereof presented as permitted hereunder by 11:00 a.m. (Eastern time), on a Business Day, will be honored by our payment to you of the amount specified in such Drawing Certificate, in immediately available funds, not later than 3:00 p.m. Eastern time) on the second Business Day thereafter or such later Business Day as you may specify. A Drawing Certificate strictly conforming to the terms and conditions hereof presented as permitted hereunder after 11 :00 a.m. (Eastern time), on a Business Day, will be honored by our payment to you of the amount specified in such Drawing Certificate, in immediately available funds, not later than 1:00 p.m. (Eastern time), on the third Business Day thereafter or on such later Business Day as you may specify. If requested by you, payment under this Letter of Credit may be made by wire transfer of Federal Reserve Bank funds to your account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into an account that you maintain with us.

Upon honoring a Drawing Certificate presented by you hereunder, the Stated Amount shall be automatically and permanently decreased by the amount stated in such Drawing Certificate.

Only you may make a drawing under this Letter of Credit. Upon any payment to you of the amount demanded hereunder, we shall be fully discharged of our obligation under this Letter of Credit with respect to such demand for payment, and we shall not thereafter be obligated to make further payments under this Letter of Credit with respect to that payment to you.

Except as set forth in the next paragraph and the certificate referred to herein, this Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the RFP); and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement, except as set forth in the next paragraph and for the certificate referred to herein.

To the extent not inconsistent with the express terms hereof, this Letter of Credit is governed by and is to be construed in accordance with the International Standby Practices 1998, International Chamber of

Commerce Publication 590 ("ISP98"), as interpreted by the laws of the State of New York. As to matters not governed by ISP98, this Letter of Credit is governed by and construed in accordance with the law of the State of New York, including without limitation Article 5 of the Uniform Commercial Code as in effect on the date hereof in the State of New York.

Sincerely,

Name of Bank

Signature

Name of Signatory

Title *(authorized officer)*

ANNEX A TO LETTER OF CREDIT

DRAWING CERTIFICATE

Drawn under [Insert Name of Bank] Irrevocable Letter of Credit No. [__]

[Name of Bank]

[Bank Address]

The undersigned, a duly authorized representative of Prince George’s County Public Schools (the "Beneficiary"), hereby certifies to [Name of Bank] (the "Bank"), with reference to the above-referenced Irrevocable Letter of Credit (the "Letter of Credit"; terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Beneficiary, as follows:

This drawing is due to [_____]’s (the "Proposer") failure to perform any of the obligations listed in Prince George’s County Public Schools Request for Proposals No. DCP001-23-RFP, as amended (the “RFP”) or the Blueprint Schools Phase II Exclusive Negotiating Agreement (the “ENA”) dated [Execution Date].

By presentment of this Drawing Certificate the Beneficiary hereby makes demand for payment under the Letter of Credit in the amount of [_____] United States Dollars (US\${____}) and such amount represents an amount owed to the Beneficiary with respect to an obligation of the Proposer under the RFP and does not exceed the Stated Amount.

Payment of the amount described hereby shall be made by wire transfer to the following account:

SEND TO:	
CREDIT TO:	
PLEASE NOTIFY:	

The undersigned is a duly authorized representative of Prince George’s County Public Schools and authorized to bind Prince George’s County Public Schools.

IN WITNESS WHEREOF, the Beneficiary has caused this certificate to be executed and delivered by its representative as of this _____ day of _____, 20__.

PRINCE GEORGE’S COUNTY PUBLIC SCHOOLS

Signature

Printed name

Title (authorized officer)

PROPOSAL FORM T-8
FORM OF PARENTAL GUARANTEE

[Date]

Prince George's County Public Schools

Department of Capital Programs

13300 Old Marlboro Pike, Trailer 6

Upper Marlboro, MD 20772

Attn: Ms. De'Nerika Johnson, Construction Procurement Supervisor

Place of Issuance: [_____] (the "Place of Issuance")

Dear Sir or Madam:

Reference is made to that certain Request for Proposals No. DCP001-23-RFP (the "RFP") for the Prince George's County Public Schools Blueprint Schools Phase 2, issued by Prince George's County Public Schools ("PGCPS") on April 28, 2023, as amended. Capitalized terms used but not defined in this Guarantee shall have their respective meanings set forth in the RFP.

We have been informed that [NAME OF PROPOSER] (the "Proposer") has submitted a Proposal in response to the RFP and that such Proposal is required by the RFP to be supported by a parental guarantee (which may be in the form of this demand guarantee (this "Guarantee")).

At the request of the Proposer, we [NAME OF GUARANTOR] ("Guarantor") hereby irrevocably undertake to pay you, as Obligee the amount of U.S. Two Million Dollars (\$2,000,000) (the "Guaranteed Sum") upon receipt by us of your demand in writing and your written statement (in the demand) stating the Proposer owes the Successful Proposer-Paid Breakage Fee pursuant to the Exclusive Negotiating Agreement.

This Guaranty is irrevocable, unconditional, and absolute. Any demand of payment must contain your signature(s), which must be authenticated by your lawyers or by a notary public. The authenticated demand and statement must be received by us at the Place of Issuance within sixty (60) days after the date of termination of the Exclusive Negotiating Agreement in accordance with its terms, upon which this Guarantee shall expire, be null and void and shall be returned to us; otherwise this Guarantee shall remain in full force and effect, and the Guaranteed Sum shall be forfeited to the Obligee as liquidated damages, and not as a penalty, upon receipt by the Guarantor of said demand and statement.

This Guaranty may not be modified or amended except by written agreement duly executed by Guarantor with PGCPS' written consent.

To the extent not inconsistent with the express provisions hereof, this Guarantee is subject to the Uniform Rule for Demand Guarantees, published as number 758 by the International Chamber of Commerce ("URDG 758"), as interpreted under the laws of the State of Maryland, shall, as to matters not governed by URDG 758, be governed and construed in accordance with the laws of the State of Maryland and all disputes arising

hereunder shall be subject to the exclusive jurisdiction of any court of competent jurisdiction located in the State of Maryland.

GUARANTOR:

Dated:

Name of Guarantor

Signature

Printed name

Title *(authorized officer)*

PROPOSER:

Dated:

Name of Proposer

Signature

Printed Name

Title *(authorized officer)*

PROPOSAL FORM T-9

(Reserved)

PROPOSAL FORM T-10

(Reserved)

PROPOSAL FORM T-11

(Reserved)

PROPOSAL FORM T-12
NON-COLLUSION CERTIFICATE

I DO HEREBY CERTIFY that I am the _____ and the duly authorized representative of _____ whose address is _____ in the State of _____, and THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

- (a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith; or
- (b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price proposal of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

(SIGNATURE)

(DATE)

(PRINTED OR TYPED NAME)

Subscribed and sworn before me this _____ day of _____, 20____.

x _____ Notary Public

My commission expires: _____

PROPOSAL FORM T-13
ANTI-BRIBERY AFFIDAVIT

_____, being first duly sworn deposes and says that he is an officer in the organization known as _____ and the party making a certain proposal or RFP dated, _____ 2023, to the Board of Education of Prince George's County:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Signature of:

x _____
Authorized Proposer Representative

Subscribed and sworn before me this _____ day of _____, 2020.

x _____ Notary Public

My commission expires: _____

PROPOSAL FORM T-14

(Reserved)

PROPOSAL FORM T-15

(Reserved)

PROPOSAL FORM T-16
DEBARMENT AFFIDAVIT

_____, being first duly sworn deposes and says that he is an officer in the _____ and the party making a certain proposal or RFP dated, _____ 2023, to the Board of Education of Prince George’s County:

I further affirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

I further affirm that:

- 1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- 2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

Signature of:

x _____
Authorized Proposer Representative

Subscribed and sworn before me this _____ day of _____, 2023.

x _____ Notary Public

My commission expires: _____

PROPOSAL FORM T-17
FORM OF EXCLUSIVE NEGOTIATING AGREEMENT

PROPOSAL FORM T-18

HARD CONSTRUCTION COST ESTIMATE WORKSHEET

Proposers must provide a completed Form T-18 for all 8 Schools individually, in addition to a consolidated Form T-18 for the entire 8-school package.

COST ITEMS	TOTAL COST
HARD CONSTRUCTION COST ESTIMATE	
General Contractor Materials, Supplies, and Equipment - Estimate	\$0
General Contractor Direct Labor - Estimate	\$0
Subcontractors - Estimate	\$0
Construction Phase Insurance - Estimate	\$0
Bonds - Estimate	\$0
Permits - Estimate	\$0
Utility Service & Fees - Estimate	\$0
Third Party Inspection & Material Testing - Estimate	\$0
Commissioning - Estimate	\$0
Survey & Layout Services - Estimate	\$0
Furniture, Fixtures & Equipment - Estimate	\$0
Other Construction related Direct Costs. - Estimate	\$0
Total Hard Construction Cost Estimate	\$0

COST ITEMS	TOTAL COST
HARD CONSTRUCTION COST ESTIMATE BY DIVISION	
CSI Division 010000 - General Requirements	\$0
CSI Division 020000 - Existing Conditions	\$0
CSI Division 030000 - Concrete	\$0
CSI Division 040000 - Masonry	\$0
CSI Division 050000 - Metals	\$0
CSI Division 060000 - Wood, Plastics, and Composites	\$0
CSI Division 070000 - Thermal and Moisture Protection	\$0
CSI Division 080000 - Openings	\$0
CSI Division 090000 - Finishes	\$0
CSI Division 100000 - Specialties	\$0
CSI Division 110000 - Equipment	\$0
CSI Division 120000 - Furnishings	\$0
CSI Division 130000 - Special Construction	\$0
CSI Division 140000 - Conveying Systems	\$0
CSI Division 210000 - Fire Suppression	\$0
CSI Division 220000 - Plumbing	\$0
CSI Division 230000 - Heating, Ventilating, and Air Conditioning	\$0
CSI Division 260000 - Electrical	\$0
CSI Division 270000 - Communications	\$0
CSI Division 280000 - Electronic Safety and Security	\$0
CSI Division 310000 - Earthwork	\$0
CSI Division 320000 - Exterior Improvements	\$0
CSI Division 330000 - Site Utilities	\$0
Total Hard Construction Cost Estimate	\$0

Form T-19 Estimated Life Cycle Cost Breakdown¹

Period	Substructure	Shell	Interiors	Services	Special Construction & Demolition	Building Sitework	FF&E	Other	Total (\$2023)	Total (Nominal \$) ²
July 1, 2026 to June 30, 2027 *										
July 1, 2027 to June 30, 2028										
July 1, 2028 to June 30, 2029										
July 1, 2029 to June 30, 2030										
July 1, 2030 to June 30, 2031										
July 1, 2031 to June 30, 2032										
July 1, 2032 to June 30, 2033										
July 1, 2030 to June 30, 2031										
July 1, 2033 to June 30, 2034										
July 1, 2034 to June 30, 2035										
July 1, 2035 to June 30, 2036										
July 1, 2036 to June 30, 2037										
July 1, 2037 to June 30, 2038										
July 1, 2038 to June 30, 2039										
July 1, 2039 to June 30, 2040										
July 1, 2040 to June 30, 2041										
July 1, 2041 to June 30, 2042										
July 1, 2042 to June 30, 2043										
July 1, 2043 to June 30, 2044										
July 1, 2044 to June 30, 2045										
July 1, 2045 to June 30, 2046										
July 1, 2046 to June 30, 2047										
July 1, 2047 to June 30, 2048										
July 1, 2048 to June 30, 2049										
July 1, 2049 to June 30, 2050										
July 1, 2050 to June 30, 2051										
July 1, 2051 to June 30, 2052										
July 1, 2052 to June 30, 2053										
July 1, 2053 to June 30, 2054										
July 1, 2054 to June 30, 2055										
July 1, 2055 to June 30, 2056										
Total										

¹ Figures should be in \$2023, except for the “Total Nominal \$” Column.

² Nominal figures should tie to figures in the Financial Model.

“**” – Service Period starts on the first School Occupancy Readiness Date.

Proposal Form F-1

PRINCE GEORGE’S COUNTY PUBLIC SCHOOLS

BLUEPRINT SCHOOLS PHASE 2

Financial Proposal Submission Letter

[to be typed on Proposer’s Letterhead]

Date: _____ 2023

Re: Financial Proposal for the PGCPs Blueprint Schools Phase 2 (NO. DCP001-23-RFP)

_____ (the “Proposer”) hereby submits its Financial Proposal in response to the Request for Proposals No. DCP001-23-RFP (the “RFP”) for the Prince George’s County Public Schools Blueprint Schools Phase 2, issued by Prince George’s County Public Schools (“PGCPS”) on April 28, 2023, as amended.

As the duly authorized representative of the Proposer, I hereby certify, represent, and warrant, on behalf of the Proposer Team as follows in connection with the Financial Proposal:

- 1. The Proposer acknowledges receipt of the RFP and the following Addenda and Clarifications:

No.	Date Issued
_____	_____
_____	_____
_____	_____
_____	_____

[Proposer to list all Addenda and Clarifications issued by PGCPS]

- 2. The submittal of this Financial Proposal has been duly authorized by, and in all respects is binding upon, the Proposer. Attachment 1 to this submission letter is a Certificate of Authorization which evidences my authority to submit the Financial Proposal and bind the Proposer.
- 3. All firms currently included as part of the Proposer Team are identified in Proposal Form T-4 of the Technical Proposal.
- 4. In accordance with Section 4.6.2. of the RFP, the Proposal Validity Period is for a minimum of 365 days.
- 5. The Proposer acknowledges and accepts, without reservation, that the terms and conditions of the Project Agreement are non-negotiable, except as permitted in Section 6.1.2(b) of the RFP and commits to executing such Project Agreement without material revision should it be deemed the Successful Proposer by PGCPS in accordance with the RFP, as amended.
- 6. All information and statements contained in the Financial Proposal are current, correct and

complete and are made with the full knowledge that PGCPs will rely on such information and statements in selecting the Successful Proposer and executing the Project Agreement.

7. No member of the Proposer Team is currently suspended or debarred from doing business with any government entity.
8. The Proposer has reviewed all of the engagements and potential engagements of the members of the Proposer Team and no potential exists for any conflict of interest or unfair advantage.
9. Proposer Team members have not engaged in any practices that may result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration in connection with the submittal of this Proposal.
10. The following individual will serve as the interface between PGCPs and the Proposer for all communications related to this Proposal and the Project Agreement:

Name: _____
Title: _____
Address: _____

Phones: _____
Email: _____

11. The Proposer certifies that:
 - a. its Financial Proposal is submitted without reservation, qualification, assumptions, deviations or conditions;
 - b. the cost elements set forth in the Financial Model are:
 - i. consistent with the Technical Proposal; and
 - ii. form the basis for its financing plan;
 - c. it has submitted a Financial Proposal consisting of all documents and information required by Schedule C (Financial Proposal) of the RFP, including all Financial Proposal Forms required to be submitted by the RFP;
 - d. it has carefully examined and is fully familiar with all of the provisions of the RFP, has reviewed (i) all materials provided in the Data Room, (ii) the Addenda and (iii) PGCPs' written responses to questions, and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed by the Developer and does not contain internal inconsistencies, errors or omissions;
 - e. it has carefully examined all documents constituting the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFP, the Project

- Agreement and the Technical Proposal, all for the prices set forth in the Proposal;
- f. it has carefully checked all the words, figures and statements in the Financial Proposal for consistency; and
 - g. it has notified PGCPs of any deficiencies in or omissions from the RFP or other documents provided by PGCPs.
12. The Proposer represents that all statements made and information provided in the SOQ previously delivered by it to PGCPs (as amended, resubmitted or updated by the enclosed Technical Proposal) are true, correct and accurate in all material respects as of the date of this Financial Proposal Submission Letter, except as otherwise specified in our Proposal.
13. The Proposer understands that all costs and expenses incurred by it in preparing the Proposal and participating in the RFP Process will be borne solely by the Proposer, except any reimbursement that may be paid in accordance with the RFP.
14. The Proposer agrees that:
- a. PGCPs will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the Proposal;
 - b. PGCPs' acceptance of the Proposal does not constitute any statement or determination as to its completeness, responsiveness or compliance with the requirements of the RFP, including the Project Agreement; and
 - c. in the event a substantive difference is identified at any time prior to or following Execution Date, between the Proposer's Proposal and any provision in the Project Agreement (including the Technical Requirements), the provisions of the Project Agreement will prevail, and the Proposer will not be entitled to alter its Proposal, as applicable.
15. The Proposal will be governed by and construed in all respects according to the law of the State of Maryland.

Name of Proposer

Name of Designated Signatory

Signature

Title

ACKNOWLEDGEMENT BY NOTARY PUBLIC

(Notary Public)

State of _____

County of _____

On this ____ day of _____, 2023, before me appeared _____
personally known to me to be the person described in and who executed this Financial Proposal
Submission Letter and acknowledged that (he/she) signed the same freely and voluntarily for the uses
and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed by official seal the day and year last written
above.

(SEAL)

Notary Public in and for the state of _____

Printed name

Residing at _____

My Commission expires _____

Attachment 1

CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of _____; that I have custody of the records of the corporation ; and that as of the date of this certification, holds the title of _____ in the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to Request for Proposals No. DCP001-23-RFP for the Prince George’s Public Schools Blueprint Schools Phase II issued on April 28, 2023, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this ____ day of ____ 2023.

(Affix Seal Here)

Clerk/Secretary

**Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal. Proposers shall make appropriate conforming modifications to this Certificate in the event that the signatory’s address is outside of the United States.*

**PROPOSAL FORM F-2
INDICATIVE CAPITAL CHARGE**

The indicative School Capital Charge and indicative Capital Charge for all Schools after Project Readiness has been achieved is as follows:

School	Contract Year in which Payments Commence	School Capital Charge (\$2024)
Robert Frost Area K8		
Brandywine Area K8		
James Duckworth Elementary School		
Margaret Brent Elementary School		
Hyattsville Elementary School		
Springhill Lake Elementary School		
Fairwood Elementary School		
Templeton Elementary School		
Total Capital Charge for All Schools (\$2024)		

- 1) The Capital Charge represents compensation for the entire cost of the Project, accounting for the Milestone Payment and excluding the Services Charge and reflects the Proposer's committed return on equity and proposed debt service payable on Project debt.
- 2) The proposed Capital Charge will be a fixed number and will not be Index-Linked or subject to any other adjustment for inflation.
- 3) The Capital Charge may not exceed 70% of the annual Availability Payment.
- 4) The amount proposed for the Capital Charge should be specifically and clearly correlated to a particular page or tab in the Financial Model.
- 5) The information provided in Part 1.7.3 of the Financial Model (Build Out Cost Breakdown) should reasonably support the proposed Capital Charge.
- 6) The proposed Capital Charge will incorporate all applicable taxes.

PROPOSAL FORM F-3
INDICATIVE SERVICES CHARGE

The indicative School Services Charge and indicative Services Charge for all Schools after Project Readiness has been achieved is as follows:

School	Contract Year in which Payments Commence	School Services Charge (\$2024)
Robert Frost Area K8		
Brandywine Area K8		
James Duckworth Elementary School		
Margaret Brent Elementary School		
Hyattsville Elementary School		
Springhill Lake Elementary School		
Fairwood Elementary School		
Templeton Elementary School		
Total Services Charge for All Schools (\$2024)		
Total Services Charge for All Schools (\$2028)		

1. The Services Charge shall be Index-Linked.
2. For purposes of Form F-3, Proposer should escalate the services Charge to 2028 using 2.5% annually
3. The Services Charge represents the component of pricing reflecting compensation for all Services by the Developer, including O&M, life cycle costs and management.
4. The Services Charge may not exceed 30% of the annual Availability Payment.
5. The amount proposed for the Services Charge should be specifically and clearly correlated to a particular page or tab in the Financial Model.
6. The information provided in Form T-19 (*Estimated Life Cycle Cost Breakdown*) and Form F-10 (*Committed Operations and Maintenance Costs Per Gross Square Foot*) should reasonably support the proposed Services Charge.
7. The proposed Services Charge should be inclusive of all applicable taxes.

PROPOSAL FORM F-4

COMMITTED MAXIMUM AFTER-TAX EQUITY IRR

Committed Maximum After-Tax Equity IRR ¹	
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1. Maximum After-Tax Equity IRR represents a firm commitment to a maximum levered return on equity and sub-debt (if applicable), on a nominal, after-tax basis at the level of Developer in accordance with the Financial Model on the Proposal Submission Date having regard to distributions made and projected to be made.

PROPOSAL FORM F-5

COMMITTED EXCLUSIVE NEGOTIATING PERIOD MAXIMUM PGCPs-PAID BREAKAGE FEE

Committed Exclusive Negotiating Period Maximum PGCPs-Paid Breakage Fee (\$2023) (cannot exceed \$4 million)	
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PROPOSAL FORM F-6

COMMITTED MINIMUM PERCENTAGE OF EQUITY FROM MBE EQUITY MEMBERS

Committed Minimum Percentage of the Total Project Equity that will come from MBE Equity Members	
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PROPOSAL FORM F-7

NON-COMMITTED FINANCIAL PROPOSAL INFORMATION

The figures in this form must tie to and be clearly identified in the Financial Model.

A. Non-Committed Key Financial Model Information

Assumed Amount and % of Debt Financing in preferred Financing Plan	
Assumed Amount and % of Equity/Sub Debt in preferred Financing Plan	
Assumed Weighted Average Cost of Capital (WACC)	
Estimated Total Development Cost	
Indicative Availability Payment for all Schools after Project Readiness has been achieved (in nominal/2028 dollars)	

B. Non-Committed Benchmark Interest Rate and Credit Spread Information

Please provide the following financing assumptions used in the Financial Model

1. Proposed Debt Facility	2. Benchmark identification / description	3. Benchmark Rate at June 30, 2023 (A%)	4. Indicative Credit Spread (B%)	5. Total Interest Rate (A% + B%)	6. Approx. Av. Life of Financing Instruments
[name - facility #1]					
[name - facility #2]					
[etc.]					

C. Non-Committed Interest Rate Sensitivity

	Base Case Interest Rate in Financial Model (# 5. in table B above)	Base Case + 50 basis points	Base Case + 100 basis points	Base Case - 50 basis points
Indicative Availability Payment for all Schools after Project Readiness has been achieved (\$2028)				

PROPOSAL FORM F-8

Committed Predevelopment Costs

Proposer’s Committed Predevelopment Costs should be presented on a nominal basis based on the estimated year of expenditure and the Proposer’s escalation assumptions. The figures in this form must tie to and be clearly identified in the Financial Model.

Cost Item	Total Costs
Developer – Proposal Development Recovery Fees/Costs	
Developer - Financial Advisor	
Developer - Legal Advisor	
Developer - SPV Set-up Costs	
Developer - Tax & Accounting Advisor	
Developer - Insurance Advisor	
Developer - Model Audit Costs	
Finance - Legal Costs	
Finance - Technical Advisor	
Finance - Insurance Advisor	
Finance - Credit Rating Costs	
Predevelopment Cost Contingency	
All other fees or compensation to the Developer for services provided prior to Financial Close that will be recovered at Financial Close	
All other fees or compensation to the Developer for services related to Financing	
All other Predevelopment Costs ¹	
Total Predevelopment Costs	

¹ Please detail all costs included in this category. This figure should include any other predevelopment costs that cannot be incorporated into the discrete line items above. The Total Predevelopment Costs in this table will be the Total Predevelopment Costs allowable as part of the Design-Build Agreement Price that is finalized during the ENA Period.

PROPOSAL FORM F-9

Committed Design-Build Soft Costs

Proposer’s Committed Design-Build Soft Costs should be presented on a nominal basis based on the estimated year of expenditure and the Proposer’s escalation assumptions. If there is no cost in a given year for a certain category, place a zero. The figures in this form must tie to and be clearly identified in the Financial Model.

Cost Item	2022	2023	2024	2025	2026	2027	2028	Total Costs
Design Fees								
Independent Engineer								
O&M Mobilization Costs								
Developer – Upfront Development Fee								
SPV Costs During Design-Build Period								
Design-Build Soft Cost Contingency								
All other fees or compensation to the Developer for services provided during construction period								
All other fees or compensation to the Developer for services related to Start Up and Commissioning								
All other Committed Design-Build Soft Costs ¹								
Total Committed Design-Build Soft Costs								

¹ Please detail all costs included in this category. This figure should include any other construction soft costs to be incurred during the Design-Build Period that cannot be incorporated into the discrete line items above. The Total Committed Design-Build Soft Costs in this table will be the Total Design-Build Soft Costs allowable as part of the Design-Build Agreement Price that is finalized during the ENA Period.

PROPOSAL FORM F-10

Committed Operations and Maintenance Costs Per Gross Square Foot

Proposers must provide their Committed Operations and Maintenance Costs Per Gross Square Foot for all Schools, along with the indicative total O&M cost for all Schools after Project Readiness has been achieved based on the GSF of the current program. If there is no cost for a certain category, place a zero. Proposers should include as part of this form all costs during the Services Period except any life cycle maintenance costs. The figures in this form must tie to and be clearly identified in the Financial Model.

Committed O&M Costs Per Gross Square Foot for All Schools	Committed Cost Per GSF (\$2024)	Indicative Total Cost (\$2028)¹
Interior Integrated Pest Management		
Repair / Maintenance		
Customer Service Center		
Administrative		
SPV Costs		
Taxes		
Insurance		
Developer O&M Compensation		
Other O&M Costs ²		
Total		

¹ Must tie to the Financial Model for the first Contract Year after Project Readiness has been achieved.

² Please provide detail/add lines regarding any Other O&M Costs. This figure should include any O&M costs to be incurred during the Services Period that cannot be incorporated into the discrete line items above. The Total O&M Costs/GSF in this table will be the Total O&M Costs/GSF allowable as part of the Final Availability Payment Proposal that is finalized during the ENA Period.

PROPOSAL FORM F-11

Financial Information - Information Regarding Equity Members

In addition to the instructions provided in Schedule B-1 (Technical Proposal Submission Requirements) and Schedule C-1 (Financial Proposal Submission Requirements), please note the following:

- a) Complete one Form F-11 (*Financial Information - Information Regarding Equity Members*) for each Equity Member.
- b) If an Equity Member identified in Form F-11 (*Financial Information - Information Regarding Equity Members*) is a joint venture, consortium, partnership or limited liability company, complete a separate Form F-11 (*Financial Information - Information Regarding Equity Members*) for each member firm of the joint venture, consortium, partnership or limited liability company.
- c) Indicate whether an Equity Member is also the Lead Architect (or Architect Member), Design-Builder (or Design-Builder Member), or Lead Services Provider (or Lead Services Provider Member).
- d) Indicate whether an Equity Member is an MBE.

Table F-11. Information Regarding Equity Members						
Equity Member name, address, legal nature and state of organization	Planned equity share percentage in the Proposer (sum total should be 100%)	Guarantor name and address (if applicable)	Other roles (if applicable) (i.e., Lead Architect, Design-Builder, etc.)	Is Equity Member an MBE? (Yes/No)	If an MBE, are you a locally owned MBE (Yes/No)	If a certified MBE, provide the certifying agency and number

PROPOSAL FORM F-12

Financial Information - Financial Officer Certificate

Instructions

In addition to the instructions provided in Schedule B-1 (Technical Proposal Submission Requirements) and Schedule C-1 (Financial Proposal Submission Requirements), please note the following. Proposers should complete a separate Form F-12 (Financial Information – Financial Officer Certificate) for each of the following:

- a) each Equity Member;
- b) the Lead Architect;
- c) each Lead Architect Member (if applicable);
- d) the Design-Builder;
- e) each Design-Builder Member (if applicable); and
- f) each Guarantor of an Equity Member, the Lead Architect or Lead Architect Member (if applicable), the Design-Builder or Design-Builder Member, or the Lead Services Provider or Lead Services Provider Member.

Form of the Financial Officer's Certificate

I, [Name], the [Title]⁵ of [Name of Equity Member, Lead Architect or Lead Architect Member, Design-Builder or Design-Builder Member] (the "**Company**") [and the [Title] of [Name of Guarantor Entity] (the "**Guarantor**")]⁶, do hereby certify as of [Date] that:

- a) This Certificate is being executed and delivered in connection with the Proposal submitted by [Proposer] in response to the Request for Proposals No. DCP001-23-RFP (the "**RFP**") issued by PGCPs for Blueprint Schools Phase 2.
- b) As to the matters herein set forth below, I either have personal knowledge or have obtained information from officers or employees of the Company [and the Guarantor] in whom I have confidence and whose duties require them to have personal knowledge thereof. I make the certifications herein to PGCPs pursuant to the requirements of Schedule B-1 (Technical Proposal Submission Requirements) and Schedule C-1 (Financial Proposal Submission Requirements) of the RFP with the intent and understanding that they will be relied upon by PGCPs as a basis for the evaluation of the Proposal as contemplated by the RFP.
- c) [**Guarantor Support:** It is the intention of the Guarantor to support the Company with the financial, human resources and other support needed by the Company to successfully satisfy its obligations in respect of PGCPs Blueprint Schools Phase 2 if the Proposer were to become the Developer.]⁷

⁵ This Certificate should be provided by the Company's Chief Financial Officer, treasurer, or other similar financial officer. If the Company does not have this type of corporate officer internally and will rely on the financial officer of an Affiliated or unaffiliated entity, such as an investment advisor or financial manager, both the financial officer delivering this certificate and a duly authorized signatory of the Company must sign this certificate.

⁶ Each Major Participant of the Proposer should provide its own separate Certificate. However, if any such company is proposing a Guarantor, only one consolidated Certificate is required for the Guarantor and its guaranteed entity. If a company has no Guarantor, all references to "Guarantor" should be deleted from this Certificate.

⁷ Delete if there is no Guarantor and this is not applicable.

- d) **Audited Financial Statements:** The audited financial statements provided by [the Company] [the Guarantor] pursuant to Schedule B-1 (Technical Proposal Submission Requirements) and Schedule C-1 (Financial Proposal Submission Requirements) in the Proposal for the fiscal years ended [●], [●] and [●] are complete and correct copies thereof. Where [the Company] [the Guarantor] has provided unaudited financial results, such financial results present fairly, in all material respects, the financial position and results of operations and cash flows of [the Company] [the Guarantor and its consolidated subsidiaries, including the Company,] as of such dates and for such periods. [The Company] [The Guarantor] has no material contingent liabilities or unusual forward or long-term commitments not disclosed therein.⁸
- e) **Off-Balance Sheet Liabilities:** The [Company][Guarantor] does not have any material off-balance sheet liabilities [other than the following: [●]].
- f) **Financial Information Summary:** Attached hereto as Annex A is a completed financial information summary relating to [the Company] [the Guarantor and its consolidated subsidiaries, including the Company], which has been prepared based on the information from its audited financial statements and other sources, if not included in its audited financial statements. All the information provided in the attached Annex A is complete and correct to the best of my knowledge.
- g) **Bankruptcy/insolvency proceedings:** [There has been no Insolvency Event relating to the Company [or Guarantor] or any of its Affiliates which has occurred within the most recent three fiscal years (whether or not such proceeding was ultimately dismissed).] [Attached hereto as Annex B is a detailed description of an Insolvency Event relating to [Entity Name].]⁹ For the purposes of this certification, "**Insolvency Event**" means any voluntary or involuntary bankruptcy, insolvency, liquidation, restructuring, suspension of payments, scheme of arrangement, appointment of provisional liquidator, receiver or administrative receiver, resolution or petition for winding-up or similar proceeding, under any applicable law, in any jurisdiction.
- h) **Material Changes in Financial Condition:** [No material change in the financial condition of the Company [or Guarantor] has occurred or is projected to occur, as applicable:
- (i) within the most recently completed three fiscal years that is not reflected in its audited financial statements;
 - (ii) since the date of its audited financial statements for its most recently completed fiscal year; or
 - (iii) during the next fiscal quarter following the date of the Proposal.]

[Attached hereto as Annex C is a detailed description of material changes in the financial condition of [the Company] [the Guarantor].]¹⁰

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate as of the date first written above.

⁸ Submit a comment to PGCPs by the RFP Question Deadline outlining proposed information that would provide similar support to audited financial statements if there are any entities that do not prepare audited financial statements, to seek confirmation from PGCPs that it is appropriate.

⁹ Complete the appropriate certification and delete the sentence that is not applicable. Do not provide an Annex B if there is no Insolvency Event to disclose.

¹⁰ Complete the appropriate certification and delete the sentence that is not applicable. Do not provide an Annex C if there is no material change in financial condition to disclose. Further instructions regarding material changes are provided in Annex C.

Name:

Title:

Annex A to Financial Officer’s Certificate: Financial Information Summary¹¹

Entity: _____

Proposer Role: _____

FY End	Total Revenues	EBIT	Interest Expense	Cash & Equivalents	Total Assets ¹²	Contingent Liabilities	Total Debt	Total Liabilities	Net Assets	Tangible Net Worth	Long Term Leverage ¹³

Rating Agency ¹⁴	Rating
[Rating agency name]	
[Debt of the [Company]][Guarantor] is not rated by any major credit rating agency.]	
[[Company]][Guarantor] has no debt]	

¹¹ Specify amounts in units of 1,000,000 US Dollars and identify any exchange rates applied to convert amounts in other currencies using the exchange rate prevailing as of June 30, 2023, including the benchmark on which the exchange rate is based.

¹² Exclude goodwill and intangibles.

¹³ Calculate Long Term Leverage as Long Term Liabilities / Net Assets.

¹⁴ If applicable, Major Participants should provide a copy of their most recent credit report up to the Proposal Submission Deadline.

Annex B to Financial Officer’s Certificate: Insolvency Event

[Relevant Proposer entity to provide details]

Annex C to Financial Officer’s Certificate: Material Change in Financial Condition

[Major Participants to provide details]

Instructions

If applicable, this Annex C shall include the following details regarding material changes in the Company or Guarantor’s financial condition:

- a) a description of each material change, actual and projected, and any related changes or disruptions in executive management;
- b) actual and projected impacts on the affected entity’s organizational and financial capacity and its ability to remain engaged in this procurement and submit a responsive proposal; and
- c) a detailed description of any other projected impacts, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead, including the likelihood that the circumstances of the change or impacts thereof will continue during the Project term.

Estimates of the impact on revenues, expenses and the change in equity must be provided separately for each material change. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. Where a material change will have a negative financial impact, the affected entity must describe measures that would be undertaken to insulate the Project from any recent material changes and those currently in progress or reasonably anticipated in the future. If its financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity must describe measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a list of examples of what PGCPs considers to be a material change in financial condition:

- a) a change in the tangible net worth of 10% or more of net assets;
- d) a sale, merger or acquisition exceeding 10% of the value of net assets prior to the sale, merger or acquisition which in any way involves the affected entity or its parent company or Guarantor;
- e) a change in credit rating for the affected entity or its parent company or Guarantor;
- f) inability to meet material conditions of loan or debt covenants by the affected entity or its parent company or Guarantor that has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations or additional credit support from shareholders or other third parties;
- g) in the current and three most recent completed fiscal years, the affected entity or its parent company or Guarantor either:

- (i) incurred a net operating loss;
 - (ii) sustained charges exceeding 5% of the then net assets due to claims, changes in accounting, write-offs or business restructuring; or
 - (iii) implemented a restructuring/reduction in labor force exceeding 5% of employees or involved the disposition of assets exceeding 10% of the then-net assets); and
- h) other events known to the affected entity which represents a material change in financial condition over the past three years or may be pending for the next reporting period.

PGCPS may, in its sole discretion, disqualify any Proposer who fails to disclose a prior or pending material change.