



PUBLIC-PRIVATE-PARTNERSHIP FOR THE DESIGN, CONSTRUCTION,
FINANCING, AND MAINTENANCE OF PRINCE GEORGE'S COUNTY PUBLIC
SCHOOLS ALTERNATIVE CONSTRUCTION FINANCING PACKAGE 1 SCHOOLS

REQUEST FOR PROPOSALS

RFP No. DCP19-24A

Date of Issue: November 20, 2019

(as amended 1/29/2020)

(as amended 6/19/2020)

(as amended 7/29/2020)

(as amended 8/5/2020)

(as amended 8/19/20)



PGCPS ACF Package 1 DBFM

SUMMARY OF KEY INFORMATION

RFP ISSUER	PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS
RFP TITLE	PGCPS ACF Package 1 DBFM
CONTACT PERSON	All communications relating to this procurement shall be in writing and directed to the PGCPS Representative at acf.proposals@pgcps.org . No telephone communications please.
RFP ISSUANCE	November 20, 2019
RFP COMMENT DEADLINE 1	January 8, 2020
INTERIM TECHNICAL SUBMITTAL	February 27, 2020 (by 4:00 p.m. EST)
INTERIM FINANCIAL SUBMITTAL	February 27, 2020 (by 4:00 p.m. EST)
RFP COMMENT DEADLINE 2	March 24, 2020
DEADLINE TO SUBMIT FINAL QUESTIONS AND COMMENTS ON RFP AND PROJECT AGREEMENT	August 12, 2020
ISSUE FINAL RFP AND PROJECT AGREEMENT	August 19, 2020
BENCHMARK INTEREST RATE AND CREDIT SPREAD SUBMISSION	September 4, 2020 (by 2 p.m. EDT)
TECHNICAL AND FINANCIAL PROPOSAL SUBMISSION DEADLINE	September 14, 2020 (by 2 p.m. EDT)
PROPOSALS SUBMISSION LOCATION	Via Email (details to be provided separately); and Via mail/courier/hand delivery to: Department of Capital Programs Department of Procurement 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 9:00am to 3:00pm Eastern Time.

PGCPS ACF Package 1 DBFM

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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 the Shortlisted Respondents (as defined below) for the design, construction, financing, and maintenance of the Alternative Construction Financing Package 1 Schools. 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 shall commence with the issuance of this RFP and terminate upon the Effective Date of the Project Agreement or the date that PGCPS notifies Proposers that the procurement has been terminated, whichever occurs first.

1.3. Eligibility to Participate in this RFP

Pursuant to Request for Qualifications (“**RFQ**”) No. DCP19-24 issued by PGCPS on May 30, 2019, the following entities are eligible to participate in this RFP (collectively, the “**Shortlisted Respondents**”):

1. Community Academic Partners
2. Edgemoor-Star-HB Education Partners
3. Preston Hallow Capital / Provident Resource Group / SB Ballard Construction / Hess Construction / Aramark
4. Prince George’s County Education and 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.

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 and Forms attached hereto; and
 - (ii) the Project Agreement, including all exhibits attached thereto.
- (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:

“ACF Package 1 Schools” mean the Schools identified in Table 2.4.1. of this RFP.

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

“Bank Debt Financing” means any debt financing, other than Bond Financing, provided by a bank or similar financial institution.

“Benchmark Interest Rates” means the benchmark interest rates further described in Section 2.5.6.c of this RFP to be used in establishing the Capital Charge.

“Board of Education” means the Board of Education of Prince George’s County.

“Bond Financing” means any financing comprising of bonds, which may include:

- (a) tax-exempt bonds issued by a Conduit Issuer, the proceeds of which bond are used for a defined, tax-qualified purpose by a private entity (other than the government entity issuing the bonds), acting as the conduit borrower; and/or
- (b) taxable bonds.

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

“Commercial Close” means the Project Agreement being executed by the parties thereto.

“Conflict of Interest” is defined in Section 3.10.3 of the RFP (*Definition of Conflict of Interest*).

“Controlled Subsidiary” means, with respect to any referent person, any person who directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such referent person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a person, whether through voting right or securities, by contract, family relationship, or otherwise.

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

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

“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.

“Exclusive Negotiating Agreement” means the agreement, in the form of Proposal Form T-15, that Proposers shall submit with their Proposal.

“Exclusive Negotiating Period” means the period that the Exclusive Negotiating Agreement is in effect.

“Exempt Material” means information exempt from disclosure under Applicable Law.

“Final Agreement Draft” means the version of the Project Agreement attached to the Final RFP.

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

“Financial Advisor” means the member of the Proposer’s team that will provide financial advisory services in connection with arranging and securing debt financing on behalf of the Developer.

“Financial Capacity Information” means the information to be provided in accordance with Section 2.3 of Schedule C-1 (*Financial Proposal Instructions*).

“Financial Close Security” is defined in Section 4.6.2 (*Proposal Security and Closing*).

“Financial Model” is defined in Section 2.5 of Schedule C-1.

“Financial Model Auditor” means the firm engaged by the Proposer, and approved by PGCPS, to provide a preliminary independent audit of the Proposal Financial Model.

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

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

“Financial Proposal Due Date” means September 14, 2020.

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

“Financing Member” means each member of the Proposer’s team that will contribute equity to the Developer for purposes of executing the Project, as part of such Proposer’s financing plan or, in the case of a tax-exempt structure, will commit to holding Developer-issued subordinated debt as a long-term ownership interest in the Developer.

“Financing Plan” is defined in Section 2.6 (*Financing Plan*) of Schedule C-1 (*Financial Proposal Instructions*).

“Indicative Credit Spread” means the credit spread provided by Proposers and approved by PGCPS to be used in the Financial Model.

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

“Lead Design-Builder Member” means, where the Lead Design-Builder is an incorporated or unincorporated joint venture, each member or joint venturer in the Lead Design-Builder, as designated in the SOQ or duly approved by PGCPS under an Organizational Change.

“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 SOQ or duly approved by PGCPS under an Organizational Change.

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

“Letter of Credit” or **“LC”** is defined in Proposal Form T-5 (*Form of Letter of Credit*).

“Major Participant” means each of the following:

- a) each Financing Member;
- b) if a Financing Member is an investment fund, the fund’s general partner(s);
- c) the Lead Design-Builder;
- d) each Lead Design-Builder Member (if any);
- e) the Lead Services Provider; and
- f) each Lead Services Provider Member (if any).

“Non-Collusion Affidavit” means the statement by the Proposer contained in Form A-3 (*Non-Collusion Affidavit*)

“Notice of Award” is defined in Section 5.7 of this RFP.

“Notice of Intent to Award” is defined in Section 5.7 of this RFP.

“One-on-One Meetings” is defined in Section 3.7. (*One-on-One Meetings*) of this RFP.

“Organizational Change” has the meaning set forth in Section 3.9.1. (*Changes in Organization*).

“PGCPS” or **“Prince George’s County Public Schools”** has the meaning set forth in Section 1.1. of this RFP.

“PGCPS Representative” has the meaning set forth in Section 3.3.1 of this RFP.

“Project Agreement” (or **“Agreement”**) means the contract to be entered into between PGCPS and the Developer for the design, build, finance, and maintenance of the Project upon the successful completion of this procurement 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 Security” is defined in Section 4.6.1(a) (*Proposal Security*).

“Proposal Submission Deadline” means the date by which the Proposal must be submitted, as indicated in Section 3.1 (*Schedule*) and Section 4.4 of this RFP.

“Proposal Validity Period” is defined in Section 4.6.3(a) (*Proposal Validity Period*) of this RFP.

“Proposer” or **“Proposers”** means any Shortlisted Respondent(s) that elect(s) to submit a Proposal in response to this RFP.

“Proposer Representative” is defined in Section 3.3.2 (*Communications Protocol*) of this RFP.

“Reimbursement Agreement” is defined in Section 3.12.1 (*Reimbursement Agreement*) 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 Proposer that it has cancelled the procurement; or
- (d) with respect to a Proposer, such 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” means this Request for Proposals No. DCP19-24A, including all Addenda issued during 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*).

“Selection Committee” means those members approved by the Director of Purchasing and Supply Services.

“SOQ” is each Proposer’s Statement of Qualifications delivered in response to RFQ No. DCP19-24.

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

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

“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 (*Proposal Contents and Format*) and Schedule B-1.

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

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

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.

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2. PROJECT OVERVIEW

2.1. Background

- a) PGCPS is issuing this RFP to Proposers for the design, build, finance, and maintenance of the Alternative Construction Financing (“**ACF**”) Package 1 Schools.
- b) This RFP is being issued pursuant to Section 126 of Division II, Title 4, Subtitle 1 of the Education Article of the Annotated Code of Maryland which permits county boards of education, with the approval of the county governing body, to utilize certain “alternative financing methods” in order to “finance or to speed delivery of, transfer risks of, or otherwise enhance the delivery of public school construction” and specifically in accordance with subsection (a)(2)(iii), which expressly authorizes the use of “public-private partnership agreements, in which a county board contracts with a county revenue authority or a private entity for the acquisition, design, construction, improvement, renovation, expansion, equipping, or financing of a public school”.
- c) In advancement of this Project, in May 2018, the County Council of Prince George’s County, Maryland (“**County Council**”), approved Resolution No. CR-33-2018 establishing a P3 Alternative Financing School Infrastructure Work Group (“**Work Group**”) for the purpose of supporting, encouraging, and establishing a work group to explore a Public-Private Partnership Alternative Financing School Infrastructure Program for public school construction and replacement projects in the County.
- d) After extensive analysis and deliberation, PGCPS, with the approval of the other members of the Work Group, initiated a dual-stage procurement process with the issuance of Request for Qualifications No. DCP19-24, Public-Private Partnership for the Design, Construction, Financing and Maintenance of Prince George’s County Public Schools Alternative Construction Financing Package 1 on May 30, 2019 (as amended, the “**RFQ**”). The RFQ process resulted in the shortlisting of the respondents identified in Section 1.3 of this RFP.
- e) On September 19, 2019, the Board of Education approved the Chief Executive Officer’s recommendation to procure six to eight schools as Alternative Construction Finance Package 1 under a Public Private Partnership Model (“*Resolution of General Terms for Alternative Construction Financing Package 1 under a Public-Private Partnership Model*”), authorizing PGCPS to issue an RFP to the Shortlisted Respondents and proceed with the second phase of the dual stage procurement.

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 Educational Facilities Master Plan (“*EFMP*”);
- b) Create a positive educational environment for students and staff, ensuring that the Schools are maintained at prescribed standards over the life 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; and
- h) Allow PGCPS to retain public ownership of all Schools and control of critical matters, such as design parameters and output standards.

2.3. Schedule

In accordance with the Technical Proposal Submittal Instructions in Section 1.3 of Schedule B-1, Proposers are required to propose a Scheduled School Occupancy Readiness Date for each School on Proposal Form T-7.

SCHEDULED SCHOOL OCCUPANCY READINESS DATES CAN BE EITHER JULY 15, 2023 OR JULY 15, 2024 FOR THE FOLLOWING SCHOOLS:

- Adelphi Area Middle School;
- Drew-Freeman Middle School;
- Hyattsville Middle School;
- Kenmoor Middle School;
- Southern Area K-8 School; and
- Walker Mill Middle School.

SCHEDULED SCHOOL OCCUPANCY READINESS DATES MAY ALSO BE DECEMBER 30, 2023 FOR THE FOLLOWING SCHOOLS ONLY:

- Kenmoor Middle School; and
- Walker Mill Middle School

In light of the analysis, planning, and investment that already went into initially selecting the ACF Package 1 Schools for delivery in July 2023, PGCPS continues to have a strong preference for all Schools to achieve School Occupancy Readiness on July 15, 2023. However, given the delays that have occurred in the procurement schedule as a result of COVID-19, Proposers have the ability to choose later Scheduled School Occupancy Readiness Dates as outlined above. Any Proposal proposing a Scheduled School Occupancy Readiness Date after July 15, 2024 for any School shall be deemed non-responsive and rejected by PGCPS. Further, given the complexity of the planning and investment that has already gone into preparing for delivery of each of the ACF Package 1 Schools, including how all of the schools in the PGCPS system work together and the need for boundary changes, requirements and existing commitments

related to swing space, and the varying needs of the impacted populations, PGCPS' preferred order of priority for delivery of Schools is as follows:

- Adelphi Area Middle School
- Drew-Freeman Middle School
- Hyattsville Middle School
- Walker Mill Middle School
- Kenmoor Middle School
- Southern Area K-8 School

Except as required by this Section 2.3, Proposers have flexibility to propose a schedule that they deem to be optimal.

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 a School within eleven (11) months following the School Occupancy Readiness Date and may demolish the existing school on the Walker Mill Middle School Land within eleven (11) months following such School Occupancy Readiness Date; all other Design-Build Work, including Demolition Work, must be completed prior to School Occupancy Readiness in accordance with the terms of the Project Agreement.

2.4. Project Description

2.4.1. ACF Package One Schools

The Project is comprised of ACF Package 1, a bundle of six (6) Schools located throughout Prince George's County, Maryland (the "County"). Table 2.4.1 provides basic information about each School:

Table 2.4.1: ACF Package 1 Schools

	School	Site Location	Scope	As-Built Enrollment Capacity	Specialty Programs	Estimated Square Feet	Description
1	Adelphi Area Middle School	8820 Riggs Road, Adelphi, MD 20783	Modification or New Construction and Demolition	1,200	Health Center	160,769	Developer may modify existing School or demolish and construct a new middle school. The Expected Site Availability Date is July 15, 2021. Athletic Fields must be replaced if new School is located on existing fields. Students will not be present in the existing school during construction.
2	Hyattsville Middle School	6001 42 nd Avenue, Hyattsville, MD 20784	New Construction and Demolition	1,200	Health Center and Black Box Theatre	163,919	The Expected Site Availability Date is July 15, 2021. Students will not be present in the existing school during construction. Existing facility to be demolished and replaced with the new School.
3	Kenmoor Middle School	2500 Kenmoor Drive, Landover, MD 20785	New Construction	1,200	Health Center	159,661	The Expected Site Delivery Date is the Effective Date. New construction on unused section of existing Site. Students to remain in existing facility during construction. Existing facility will not be demolished but will remain “as is” for future administrative use. Athletic Fields must be replaced if the new School is located on existing Athletic Fields.
4	Drew-Freeman Middle School	2600 Brooks Drive, Suitland, MD 20746	New Construction and Demolition	1,200	Health Center	161,557	The Expected Site Delivery Date is July 15, 2021. Athletic Fields will be available on the Effective Date. Replacement school to be built on existing Athletic Fields. Existing facility to be demolished and replaced with Athletic Fields.

5	New Southern Area K-8 School	Plat: A05-6553 & A05- 6554, Fort Washington, MD 20744	New Construction (Integrated K-8 with Elementary School and Middle School)	2,000 (800 ES & 1,200 MS)	Health Center	251,710	The Expected Site Delivery Date is the Effective Date. New elementary school and new middle school with shared administrative, custodial, health, and media spaces. Greenfield site is currently undeveloped (wooded and without existing buildings).
6	Walker Mill Middle School	800 Karen Blvd, Capitol, MD 20743	New Construction and Demolition	1,200	Health Center	160,011	The Expected Site Delivery Date is the Effective Date. New construction on existing site. Students to remain in existing facility during construction. Existing facility to be demolished and replaced with Athletic Fields.

2.5. Key Project Elements

The Developer shall be responsible for performing the Design-Build Work and the Services.

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.

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 Plan;
- (2) Geotechnical investigation;
- (3) Environmental assessment; and
- (4) Legal survey.

Other materials that become available throughout the RFP Process shall 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.

Proposers shall develop a master Project Schedule with construction schedules for each School and Scheduled School Occupancy Readiness Dates that meet the requirements outlined in Section 2.3.

The Project Agreement sets forth certain minimum performance-based standards which the Developer must comply. PGCPS encourages innovation in the development of Technical Proposals. PGCPS is providing Proposers with flexibility to innovate and develop creative and cost-effective design solutions in the Technical Proposal, which will be considered and evaluated by the Selection Committee.

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, for which Developer will have no obligation after installation, and the Base FF&E, to be maintained by Developer. A list of the Required FF&E is included in the Technical Requirements. Moveable FF&E shall be deemed to be part of the Project only to the extent of Developer's obligation to procure, 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.

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. 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 or the County. 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, 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 is not required to be fully committed, however, will require a Financial Plan Narrative describing the Proposer's proposed financing solution (the "Indicative Financing Plan"), along with substantiation of the level of diligence completed to date, and must set out a detailed process for securing financing and reaching Financial Close. While key terms and pricing on debt financing may reasonably fluctuate from those assumptions used in the Financial Proposal as the debt financing is finalized during the ENA Period, any changes to the proposed debt instruments or Benchmark Interest Rates used in the Indicative Financing Plan will, without PGCPS' approval, be considered to be a repudiation of the Proposal. For example, if a Proposer proposes a tax-exempt financing structure in its Indicative Financing Plan and Financial Proposal, the Proposer cannot simply switch to a taxable financing structure during the ENA Period, unless PGCPS elects to approve in its sole discretion. Proposers should expect that PGCPS will not agree to any changes to the Indicative Financing Plan unless such changes will result in a decrease in costs payable by PGCPS. The Financing Plan must comply with the requirements set forth in Section 2.6 of Schedule C-1 of this RFP.

c) Benchmark Interest Rate and Credit Spread Risk

PGCPS will bear the risk and reap the reward of movements in Benchmark Interest Rates between those included in the Financial Proposal and those at Financial Close, subject to the terms and conditions of the Project Agreement. PGCPS will bear the risk and reap the reward on movements in credit spreads between the Proposal Due Date and the Final Availability Payment Proposal due date, except in the case of publicly issued bonds, in which case PGCPS will bear the risk and reap the reward on 85% of the movements in credit spreads between the Proposal Due Date and Financial Close.

Each Proposer was required to provide information on the debt instruments and the corresponding Benchmark Interest Rates that the Proposer intended to use so that PGCPS could provide approval to the Proposers of the debt instruments and the corresponding Benchmark Interest Rates being used. Proposers provided such information as part of their **Interim Financial Proposal**.

The requested Benchmark Interest Rates that the Proposer intends to use must be independently verifiable by PGCPS using Bloomberg U.S.-based screens or another independently verifiable source acceptable to PGCPS, as appropriate.

Proposers are required to submit their requested **Benchmark Interest Rates** on the date specified in the Procurement Schedule in Section 3.1 of this RFP. The Benchmark Interest Rates will be priced as of 10:00 a.m. Eastern time on such date. If a Proposer wishes to request PGCPS approval for two debt instruments and corresponding Benchmark Interest Rates and credit spreads, that will be permissible assuming that both instruments were previously approved in the Interim Financial Proposal. However, Proposer must select and utilize a single financing solution in their Financial Proposal, including in the Financial Model and Indicative Financing Plan.

If the Proposer elects to include interest rate swaps as a Benchmark Interest Rate for a bank financing, PGCPS intends to review and approve the market curves used to price the interest rate swaps and the process for determining the reference swap rate based on such market curves and estimated notional drawdown and repayment profiles. Pricing should not include any swap margin.

If a Proposer elects to use US Treasuries as a Benchmark Interest Rate for a bond financing, PGCPS intends to review and approve the underlying US Treasury yield curve and the process for determining the benchmark rate.

Pricing should not include any forward component. Proposers must provide detailed supporting documentation in order for PGCPS to verify and approve the requested Benchmark Interest Rates, such as screenshots on Bloomberg or pricing calculations. PGCPS reserves the right to request additional information, if needed, to verify and approve the requested Benchmark Interest Rates.

PGCPS will use reasonable efforts to respond within two (2) days to the requested Benchmark Interest Rates submitted in accordance with the Procurement Schedule. If the Requested Benchmark Interest Rates are not approved by PGCPS, the Proposer shall be required to submit revised Benchmark Interest Rates, and PGCPS will use reasonable efforts to respond within two (2) Business Days of receipt of the submittal.

Each Proposer's Financial Proposal and Proposed Financial Model, submitted as part of its Financial Proposal, shall be solely based upon the duly approved Benchmark Interest Rates for Proposer's selected financial solution.

In addition to submitting Benchmark Interest Rates, at the same time Proposers will be required to submit a proposed credit spread for each debt instrument and Benchmark Rate submitted for PGCPS approval, which represents their best estimate of what the credit spread / margin above its Benchmark Interest Rate would be based on the discussions with lenders up to that date. Proposers are to provide substantiation, to the extent possible, for the estimated credit spread / margin. PGCPS will review this information and approve the credit spread / margin (with the Benchmark Interest Rates). Proposers must use the approved Indicative Credit Spread for the Proposer's selected financial solution in their Financial Model.

Thus, each Proposer's Financial Proposal and Proposed Financial Model shall be solely based upon the PGCPS approved Benchmark Interest Rates and Indicative Credit Spread. The Financial Model shall then be updated to reflect the final interest rates as of the date of Financial Close as set forth in the Project Agreement.

2.5.7. Community Investment Program

PGCPS is committed to leveraging the Project to expand opportunities and improve the quality of life for people who live and work in Prince George's County. To this end, the Developer shall propose a Community Investment 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 Investment Program, which shall be evaluated and scored by the Selection Committee in accordance with this RFP. Proposers are encouraged to be creative with respect to the Community Investment 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 Investment Programs should include apprenticeship programs. Community investment Programs should have a component that directly impacts students and a component that benefits the community at large. The Proposed Community Investment 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. Progress Payment and Milestone Payments

The Developer shall be responsible for providing all construction financing during the Design-Build Period. PGCPS will pay to Developer, in accordance with Section 14 in the Project Agreement, a single lump-sum Progress Payment in the amount of Fifteen Million Dollars (\$15,000,000.00) and a single lump-sum Milestone Payment in the amount of Five Million Dollars (\$5,000,000.00) per School. Such Progress and 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 Section 14.3 and Exhibit X-1 of the Project Agreement, PGCPS will make, through an Escrow Account, monthly Availability Payments to the Developer that include both a capital component ("Capital Charge", or "CC") and a services component ("Services Charge" or "SC"). Availability Payments shall be subject to Deductions for performance failures, as detailed in Exhibit X-2 of the Project Agreement.

The CC may be escalated uniformly throughout the Project Term by no more than 1.5% annually utilizing the methodology detailed in the Project Agreement.

The SC shall be escalated for inflation and cannot exceed 40% of the Availability Payment in the first Contract Year that an Availability Payment is made. Indexation for the SC shall be based on CPI-U Washington-Arlington-Alexandria, DC-VA-MD-WB (BES Series ID: CUURS353ASA0).¹ For purposes of comparability a rate of 2.25% shall be used as the index value for the CPI in the calculation of the indicative Services Charge.

¹https://data.bls.gov/timeseries/CUURS353ASA0?amp%253bdata_tool=XGtable&output_view=data&include_graph_s=true

2.7. Funding and Affordability

2.7.1. Funding Sources

Any Progress Payment, Milestone Payments, and Availability Payments will be paid to Developer through an Escrow Agent from an Escrow Account. Funds will be deposited into the Escrow Account in advance of any obligations becoming due to pay the Developer under the Project Agreement.

2.7.2. Affordability Goals

A key objective of this Project is to deliver the Project scope within certain budget limits. PGCPS has a target for the Project of Thirty Million Dollars (\$30,000,000.00) for the Availability Payment during the first Contract Year that Project Readiness is achieved (disregarding the impact of pro rate calculations of the first Billing Period). While Proposers are strongly encouraged to adhere to this target, it is PGCPS' expectation that the Availability Payment will not exceed Thirty-Two Million Dollars (\$32,000,000) for the first Contract Year that Project Readiness is achieved (disregarding the impact of pro rate calculations of the first Billing Period). For clarity, Proposals with an Availability Payment above \$32,000,000 will not be deemed non-responsive.

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 as Minority Business Enterprises or County Based Businesses.

To this end, the Developer shall be required to cause at least thirty percent (30%) of the Total Contract Value, in connection with the Project to be incurred pursuant to contracts with certified Minority Business Enterprises ("MBE"), with a minimum of twenty percent (20%) of those MBE contracts being directed towards County Based Businesses ("CBB"). For purposes of this MBE minimum quantitative requirement, the Total Contract Value shall refer to the Developer's total design and construction expenditures during the Design-Build Period, as well as the Developer's total Services expenditures during the Services Period, excluding financing, financing costs, interest on the financing, and related fees. For clarity, MBE Financing Members will not count toward meeting the minimum MBE contracting requirements. The Developer shall only be credited towards this MBE minimum quantitative requirement for funds disbursed to MBE companies that perform a commercially useful function. Commercially useful functions are defined as when an MBE:

- a) Is responsible for the execution of a distinct element of the work of the contract.
- b) Carries out its responsibilities by actually performing, managing, and supervising the work involved.
- c) Furnishes supervision, labor, tools, equipment, materials, and supplies necessary to perform a distinct element of the contract work.

Proposers shall submit its proposed MBE/CBB Subcontracting Plan in accordance with Section 1.2.4 of Schedule B-1 of this RFP, which shall be incorporated as an exhibit in the Project Agreement. Proposers shall also complete Form T-12. Pursuant to the terms of the Project Agreement, the Developer shall be

required to meet stipulated minimum quantitative requirements and shall provide regular MBE/CBB 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. Proposers must obtain coverage from insurance providers that comply with the requirements set forth in the Project Agreement. Proposers may use multiple insurance providers to provide the various types of insurance identified in the Project Agreement; however, Proposers must use one single insurance provider for each type of insurance.

The Required Insurance must be in place on or before the Effective Date, except as provided in the Project Agreement.

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.

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3. RFP PROCESS

3.1. RFP Schedule

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

Activity	Date
One-on-One Meetings	July 30-31, 2020
One-on-One Meetings	August 11-12, 2020
Deadline for Submission of Final Questions	August 12, 2020
Issue Final Revised RFP and Project Agreement (including all Exhibits)	August 19, 2020
Benchmark Interest Rate Submission Deadline	September 4, 2020 (by 2 p.m. EDT)
Deadline for Submission of Technical and Financial Proposals	September 14, 2020 (by 2 p.m. EDT)
Proposer Design Presentations	September 21, 2020
Notice of Intent to Award	No later than October 9, 2020

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

Proposers must comply, and must ensure that each Major Participant complies, with this RFP throughout the RFP Process. Failure by a Proposer or a Major Participant to comply with any of the terms of this RFP may result in:

- (a) disqualification of such Proposer, such Major Participant, or both such parties from the RFP Process; and
- (b) a draw by PGCPS on such Proposer’s Proposal Security (as defined below), but only under the circumstances described in Section 4.6.3 (*Forfeiture of Proposal Security*).

3.3. Communication Protocols

3.3.1. PGCPS Representative

- (a) 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 Commercial Close Date. 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
acf.proposals@pgcps.org

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

3.3.2. Proposer Representative

- (a) Each Proposer shall designate one individual to be its authorized representative for the RFP Process (the “**Proposer Representative**”). Unless the Proposer notifies PGCPS otherwise in writing, the individual identified as the “*Respondent Representative*” by the Proposer in its SOQ will be its Proposer Representative.
- (b) If a Proposer wishes to replace its Proposer Representative at any time during the RFP Process, the Proposer shall notify the PGCPS Representative of the name, address, telephone number, and email address of the new Proposer Representative, who must be legally authorized to represent and bind the Proposer for purposes of this procurement.
- (c) Each Proposer is responsible for ensuring that the name and contact information for its Proposer Representative is accurate and updated at all times during the RFP Process. Failure to do so may result in such 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

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 Proposer or any employee, member, agent, consultant, advisor, representative, promoter, or advocate of the Proposer 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 Proposer, or to disqualify the Proposer, its team members, and/or any employee, member, agent, consultant, advisor, representative, promoter, or advocate of such Proposer or team member, from participating with the Proposer, 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 and delivery of the Project Agreement, (y) rejection of all Proposals by PGCPS, or (z) cancellation of the RFP:

- (i) Communication with Other Proposers. No Proposer, nor any of its team members, may communicate with another Proposer or its team members through their employees, agents, or representatives with regard to the RFP or either team’s Proposal; provided that (A) subcontractors, financiers, or underwriters that are shared between two or more Proposer teams may communicate with their respective team members so long as those Proposers establish a protocol to ensure that such subcontractors, 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 Proposer.

- (ii) Proposer Representatives. Each Proposer Representative shall be responsible for contacts with PGCPS on behalf of such Proposer and, except at One-on-One Meetings, interviews, and/or other authorized group discussions with PGCPS, each Proposer may only communicate with PGCPS regarding the RFP or the Project through its Proposer Representative.
- (iii) Ex Parte Communications. No Proposer or representative of a 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 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 Proposers throughout the RFP Process.
- (v) Stakeholders. Communication by or on behalf of any 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) Prince George's County Board of Education members and staff; and
 - (d) 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 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 (*Communications 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 Proposer or indirectly by an employee, member, agent, consultant, advisor, representative, promoter, or advocate of a Proposer.

(d) **Conduit Issuers**

If any Proposer wishes to propose financing that incorporates tax-exempt financing or similar arrangements and to communicate with any Conduit Issuer regarding its participation in such financing, then such Proposer may communicate regarding such matters with the Conduit Issuer at any time without prior notice to PGCPS; provided, that upon Successful Proposer Selection, no Proposer other than the Successful Proposer shall engage in such communications.

3.4. Clarification and Amendment of RFP Documents

3.4.1. Examination and Clarification of the RFP

Each 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 Proposer fails to understand.

Failure of a 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) Proposers 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 and Project Agreement, including requests for clarification and requests to correct errors, if transmitted to the PGCPS Representative by the Proposer 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) be submitted as follows:
 - (A) After July 28, 2020, as red-line markups and comments in the Project Agreement and RFP only;
 - (B) Prior to July 28, 2020 in writing as either red-line markups or in Excel format using Form "CR" (*Clarification Request Form*) (for Category 1 and 2 items only with respect to the Project Agreement) and shall:
 - be sequentially numbered, as set forth in Form CR;

- identify the relevant document (e.g., the RFP, Project Agreement, Technical Requirements);
 - identify the relevant Section number, page number, and, if applicable, line number or, if it is a general question or comment, indicate so;
- (ii) not disclose nor contain proprietary or confidential information, except if the question itself is deemed confidential by the Proposer in accordance with Section 3.4.3(c) below; and
- (iii) indicate whether the red-line markup is a Category 1, 2, 3, or 4 question (as described below).
- (d) **“Category 1”** means a potential “go/no-go” issue that, if not resolved in an acceptable fashion, may preclude the Proposer 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 Proposer 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) Proposer may submit Clarification Requests and redline mark-ups throughout the Procurement 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, providing written responses and/or addenda. Each interpretation or correction that PGCPS may decide to offer will be shared with all Proposers.
- (b) PGCPS will not disclose which Proposer submitted the redlines for clarification and amendment to the RFP and Project Agreement 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 Proposer or deemed by PGCPS as containing confidential or proprietary information (except as identified in the last sentence of this paragraph). If a Proposer 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 Proposer and may allow the

Proposer, within a time period set by PGCPS, to withdraw the question, rephrase the question, or have the question answered non-confidentially. If a Proposer 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 redlines and comments to the RFP and Project Agreement, PGCPS may rephrase or consolidate questions as it deems appropriate. PGCPS may also create and answer questions independent of the Proposers.
- (e) **Addenda**
 - (i) PGCPS may, by issuing an Addendum, modify conditions or requirements of the RFP (including the Project Agreement) at any time after its formal issuance.
 - (ii) Addenda will be distributed simultaneously via email to all Proposer Representatives.
- (f) PGCPS is not bound by, and the Proposer shall not rely on, any oral communication or representation regarding the RFP documents, or any written communication except to the extent that it is contained 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 Proposers and/or one-on-one meetings with each Proposer to discuss any Addenda or clarifications.

3.5. Disclosed Information and Proposer Due Diligence

3.5.1. RFP Kick-Off Meeting & Site Visit

PGCPS held a kick-off meeting with all Proposers on the dates set forth in Section 3.1 (RFP Schedule) to provide a general overview of the RFP Process, as well as to discuss the Sites and Technical Requirements.

The meeting provided:

- (i) Brief overview of the RFP Process requirements and procedures;
- (ii) Available Information & Site Inspection Protocols;
- (iii) Technical overview of the ACF Package 1 School specifications and Technical Requirements;
- (iv) Descriptions of the Sites; and
- (v) Guided tour of the six Sites and two potential additional sites.

3.5.2. Investigations of Sites

PGCPS will provide the opportunity for each Proposer to visit each Site up to four times between 8:00 a.m. and 4:00 p.m. on a Saturday or Sunday for up to four hours at a time. Proposers must provide at least five (5) Business Days advance written notice to the PGCPS Representative of any proposed Site inspections. Such notice shall include the nature of the inspection to be performed and the preferred hours of access to each Site. The PGCPS Representative will advise the Proposer Representative as to whether the requested time is available and, to the extent it is not, will coordinate with the Proposer Representative to confirm another mutually acceptable time.

The Proposers may conduct any non-destructive investigations. Proposers 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 Proposer or any of its officers, directors, employees, agents, representatives, or subcontractors in connection with its activities at the Sites.

3.5.3. Site Borings

Although PGCPS has included within the Data Room recent site borings for each of the Sites, additional borings at the Sites will be allowed during the RFP Process. All borings will be made at the Proposer'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 3.5.2. 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 Proposer receiving such data or reports.

3.5.4. Disclosed Information

- (a) Studies and investigations undertaken by PGCPS in connection with the Project are contained in the Disclosed Information. Additionally, for reference purposes only, a Glenridge Middle School Community Presentation, a William Wirt Middle School Feasibility Study, and a Center for Visual and Performing Arts (CPVA) at Suitland High School: Options Analysis – Final Report, are also included in the Data Room. Disclosed Information will be provided to Proposers 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 Proposers when documents are added to the Data Room, each Proposer 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 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, 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) Except as otherwise set forth in the Project Agreement, 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. 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.

3.5.5. Proposer Due Diligence and Investigation

- (a) 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. 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 Proposer, Successful Proposer, or any eventual Developer from any risk associated with providing the Project Services and meeting the requirements of this RFP and the Project Agreement, except as otherwise expressly provided in the Project Agreement.
- (b) Proposers are responsible for obtaining professional advice from their own advisors and experts. This includes legal advice, together with any other professional advice a Proposer deems to be appropriate or necessary. Such advice shall be at the sole risk and expense of the Proposer.

3.6. MBE/CBB Networking Session

To facilitate meeting the MBE and CBB subcontracting requirements set forth in Section 2.8 of this RFP, PGCPS held a session with Proposers and local contractors, suppliers, and businesses to provide an opportunity for Proposers to enhance their knowledge, understanding, and awareness of MBE and CBB capabilities and offerings and to build relationships with local contractors, suppliers, and businesses, and for MBE and CBB that might be interested in working with, or providing products and services to, the Developer to meet Proposer teams

The MBE/CBB Networking Session was a forum for MBE and CBB to interact with each of the shortlisted Proposer teams and to promote their companies, services, and experience. The session was designed to help Proposers become more familiar with MBE and CBB candidates for subcontracts. MBE and CBB were invited to register with PGCPS in advance of the session and meet with representatives of the shortlisted Proposers individually for brief introductory meetings (approximately 5 minutes). Participants were encouraged to provide Proposers with business cards and a one-page overview of their business. Proposers may follow-up independently with businesses of interest.

3.7. One-on-One Meetings

3.7.1. Purpose

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

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

- (i) Permit Proposers to provide PGCPS with comments and feedback on material issues (such as affordability) or provisions of the draft Project Agreement;
- (ii) Permit Proposers to discuss with PGCPS potential solutions and approaches that the Proposer may be considering for various aspects of its Proposal, such as design concepts, Community Investment Program, financing structures, MBE/CBB approach, etc.; and
- (iii) Provide an opportunity for Proposers and PGCPS to discuss issues such as innovation in the Project.

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

3.7.2. Individual Meeting Materials

In advance of each One-on-One Meeting, each Proposer 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 Proposer deems important to be present); and
- (iii) A list of prioritized issues the Proposer would like to discuss, and any materials relevant to such issues.

Proposers will submit such materials in accordance with Section 3.3 (*Communications Protocols*) of this RFP. PGCPS may provide Proposers with comments on the agenda and list of any prioritized issues PGCPS would like to discuss. Matters discussed in a One-on-One Meeting shall be kept as proprietary and confidential.

One-on-One Meetings are offered to allow Proposers to receive input during the RFP Process. To the extent a Proposer does not wish to receive such input, Proposers may elect not to participate in any round of One-on-One Meetings.

3.7.3. Attendees

At each One-on-One Meeting, a Proposer is expected to bring Key Personnel designated in the RFQ, as the Proposer 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 Meeting.

3.7.4. General Rules

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

- (i) One-on-One Meetings are intended to provide Proposers 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 Proposers any information submitted as part of this procurement other than its own;
- (iii) Proposers 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 Proposer;
- (iv) no aspect of any One-on-One Meeting is intended to provide any Proposer with access to information that is not similarly available to other Proposers. 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 Proposers;
- (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 3.11 (*Confidentiality and Public Disclosures*), PGCPS reserves the right to disclose to all Proposers any issues raised by Proposers 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) no part of the evaluation of Proposals will be based on the conduct or discussions that occur during One-on-One Meetings; and
- (viii) Each Proposer, by submitting its Proposal, acknowledges that the opportunity to participate in One-on-One Meetings was afforded to all Proposers and to the full extent permitted by law, waives any right to object to the One-on-One Meeting process.

3.7.5. PGCPS Responses are Non-Binding

To facilitate free and open discussion at the One-on-One Meetings, Proposers 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 Proposer or which is included in any documents or information provided by a Proposer 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 Proposers, 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 Proposer. Proposers may not rely upon anything said or indicated at a One-on-One Meeting except as set forth in an Addendum to the RFP.

3.7.6. Additional One-on-One Meetings

PGCPS anticipates holding a minimum of two (2) One-on-One Meetings with each Proposer prior to the Proposal Due Date. 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.

3.8. Interim Submittals

Proposers are required to submit the following prior to the Proposal Submission Deadline in accordance with the schedule set forth in Section 3.1 of this RFP:

3.8.1. Interim Technical Proposal

Each Proposer was required to submit an Interim Technical Proposal on the date indicated in Section 3.1. (*RFP Process*). The Interim Technical Submittal was required to be a concise document containing only essential elements. The purpose of the Interim Technical Submittal was to provide PGCPS with the information it requires to evaluate the concepts and principal features that the Proposer plans to propose for the Project so that PGCPS may advise the Proposer as to their acceptability, particularly those that seek to utilize innovative or unusual approaches.

Proposers were required to submit the following materials to PGCPS (“Interim Technical Submittal”):

- a) A transmittal letter indicating the individuals who will be the Proposer’s key technical and legal representative available to respond in a timely manner to written inquiries submitted by PGCPS related to the Interim Technical Submittal;
- b) A concise list of the top five cost-driving factors in the Draft Project Agreement, including the design and construction standards and facilities management standards;
- c) The Proposer’s opinion as to whether one or both of the additional schools identified in Section 2.4.2 (Potential Optional Schools) could be included within the Project scope without exceeding the Affordability Ceiling and what, if any, implications such inclusion would have in terms of schedule, risk and Services delivery;
- d) An initial technical submittal composed of:
 - (i) A narrative outlining the Proposer’s anticipated technical approach to addressing each Project element;
 - (ii) Any initial conceptual drawings or renderings;
 - (iii) initial Site plans for each School, if available; and
 - (iv) An overview of the approach to meeting or exceeding PGCPS design specifications and standards.
- e) A preliminary master schedule;
- f) A description of any design issues or concerns in the design and construction standards;
- g) Identification of key Project risks;
- h) A description of any technical cost-savings alternatives the Proposer wishes to highlight; and
- i) A brief narrative of the Services delivery approach.

The Proposer was required to submit the Interim Technical Submittal, by the deadlines listed in Section 3.1 of this RFP, to the PGCPS Representative by email and 10 paper copies and a flash drive mailed to the Proposal Submission Location.

The email and package were required to be clearly marked with the following information: (a) name of Proposer and (b) “*Interim Technical Submittal for RFP No. DCP19-024A*”. Interim Technical Submittals will not be opened publicly or contemplated as part of the evaluation of proposals.

3.8.2. Interim Financial Submittal

The Interim Financial Submittal was required to include the following materials:

- (a) A description of the financing structures and competitive processes that the Proposer is considering, including a description of, (i) each source of financing (including equity, any construction or standby facilities, any guarantees subordinated debt, bank debt and capital markets debt), (ii) the indicative process and timeline for securing the financing commitments

- and achieving Financial Close, including identifying any independent financial advisor(s) the Proposer intends to engage to assist in conducting such competitive process, and (iii) the allocation of responsibilities for executing this process among Proposer Major Participants and advisors;
- (b) Information about the debt instruments and the corresponding Benchmark Interest Rates that the Proposer intends to use, as specified in Section 2.5.6.c. of this RFP. Proposers should identify the instruments, rather than the actual values;
 - (c) Information about the proposed Financial Model Auditor, as required by Section 3.13 of this RFP and Section 2.4.7 of Schedule C-1; and
 - (d) An initial draft version of the Financial Model as specified in Section 2.5 of Schedule C-1, but such Financial Model shall not contain any commercially sensitive information. Such initial draft version of the Financial Model will be deemed to be confidential and handled in accordance with Section 3.11 of this RFP.

The Proposer was required to submit the Interim Financial Submittal electronically by email to the PGCPS Representative by the deadline listed in Section 3.1 (*Procurement Schedule*) of this RFP. The email shall indicate in the subject line: (a) name of Proposer and (b) “*Interim Financial Submittal for RFP No. DCP19-024A*”. Interim Financial Submittals shall not be opened publicly.

3.8.3. Benchmark Interest Rate and Credit Spread Submittal

As set forth in Section 2.5.6.c. of this RFP, Proposers are required to submit their requested Benchmark Interest Rates and indicative credit spreads. Benchmark Interest Rates will be priced as of 10:00 a.m. Eastern time on such date. The Proposer shall submit its Benchmark Interest Rates and indicative credit spreads electronically by email to the PGCPS Representative by the deadline listed in Section 3.1 (*Procurement Schedule*) of this RFP. The email shall indicate in the subject line: (a) name of Proposer and (b) “Benchmark Interest Rates and Credit Spreads for RFP No. DCP19-24A”. Benchmark Interest Rate submittals shall not be opened publicly. PGCPS will make best efforts to approve Benchmark Interest Rate submittals and the Indicative Credit Spread within two (2) days of the Proposer submission.

3.9. Changes in Proposer’s Organization and Key Personnel

3.9.1 Changes in Proposer’s Organization

- (a) Subject to clause (b) below, Proposers 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.
- (b) Notwithstanding the foregoing, Proposers 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 identified in its SOQ, or change the role or scope of work of such Major Participant or team member; or
 - (ii) otherwise reorganize its team to the extent that such reorganization would render the organizational charts and descriptions provided in their SOQ inaccurate or incomplete,

(each an “**Organizational Change**”).

- (c) If a Proposer wishes to make any Organizational Change, a Proposer must submit to PGCPS a written request for the change as soon as possible but in no event later than thirty (30) 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 Proposer’s SOQ.
- (d) While PGCPS reserves the right to withhold its consent to any Organizational Change under clause (b) 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 Proposer team with lower levels of experience, financial strength, and quality compared to those demonstrated in the Proposer’s SOQ;
 - (ii) result in any Conflict of Interest; or
 - (iii) cause the Proposer to be in violation of another provision of the RFP.

3.9.2. Changes in Key Personnel identified in a SOQ

If a Proposer wishes to change any of the Key Personnel identified in its SOQ during the RFP Process, the 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 SOQ for the relevant position), and such other information about the change and the new Key Personnel as PGCPS may reasonably require.

3.9.3. 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 Instructions*).
- (b) Prior to the Commercial Close Date, a Proposer must not change any of the Key Personnel nominated in its Proposal, except in accordance with this Section 3.9.3.
- (c) If a Proposer wishes to change any of the Key Personnel identified in its Proposal prior to the Commercial Close 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 Commercial Close Date, any proposed changes to Key Personnel will be governed by the Project Agreement.

3.10. Improper Conduct

3.10.1. 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.

3.10.2 Non-Collusion

Each Proposer shall submit, together with its Financial Proposal Letter, a Non-Collusion Affidavit in the form attached as Form T-10. Neither the Proposer, nor any of its team members, may undertake any of the prohibited activities identified in the Non-Collusion Affidavit.

3.10.3 Definition of Conflicts of Interest

For purposes of this RFP, “**Conflict of Interest**” means:

- (a) any situation or circumstance where a 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) of strategic or material relevance to the RFP or to the Project that is not available to other 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 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.

3.10.4 Prohibition on Conflicts of Interest

Each 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 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) Public Pathways;
- (v) ECS Limited;
- (vi) CU Title;
- (vii) Brailsford & Dunlavy; and
- (viii) any other Person that, to the best of 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.

3.10.5 Existence of Conflicts of Interest

- (a) If a Proposer discovers any perceived, potential, or actual Conflict of Interest, the Proposer must promptly disclose the same to PGCPS in a written statement delivered by the Proposer 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 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 Proposer.
- (c) PGCPS may grant exceptions to the policy set forth in Section 3.10.4 (*Prohibition on Conflicts of Interest*), upon written request from a 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. Proposers seeking such 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 Proposers and may preclude certain firms and their entities from participating on a Proposer team. 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.

3.10.6. Participation on More Than One Proposer Team

Major Participants of a Proposer shall not, directly or indirectly, participate in any capacity on more than one Proposer team. This prohibition includes the participation on different teams by a Major Participant of any 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 Proposer teams on which it is participating may be disqualified from submitting a Proposal.

3.10.7. Non-Exclusive Relationships with Monoline Insurers, Lenders, and Conduit Issuers

- (a) The market for monoline insurers, bank loan financing, and Conduit Issuers is small enough that, to establish a fair RFP Process and avoid certain Proposers obtaining a distinct and unfair advantage:
 - (i) Proposers may not enter into any exclusivity arrangements with any monoline insurer or any bank or other financial institution that provides debt financing in the form of a loan or related guarantees;
 - (ii) any monoline insurer, bank, or other financial institution may provide insurance, guarantees, credit support, financing, or other financial products to one or more Proposers;
 - (iii) Proposers may enter into exclusivity arrangements with one bond underwriter but, if a Proposer wishes to engage additional bond underwriters, such additional bond underwriters must be engaged on a non-exclusive basis; and
 - (iv) Proposers may not enter into any exclusivity arrangements with any Conduit Issuer, and any Conduit Issuer may accept applications from one or more Proposers.
- (b) PGCPS reserves the right, but has no obligation, to engage in bilateral discussions with monoline insurers, potential providers of bank loan financing, or Conduit Issuers to verify their availability to all Proposers.

3.11. Confidentiality and Public Disclosures

3.11.1. Statement of Confidentiality

It is understood and agreed that all information pertinent to this RFP may contain trade secrets, which are confidential and proprietary. 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.

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. Proposer and its 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, Proposer shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Proposer and PGCPS for the mutual disclosure of such records by and among the 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.

3.11.2. 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. 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.

3.11.3. Exclusive Negotiating Period

The confidentiality provisions of this Section 3.11 (*Confidentiality and Public Disclosure*) shall also apply during the Exclusive Negotiating Period.

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3.12. Reimbursement

3.12.1. Reimbursement Agreement

On April 23, 2020, PGCPS entered into Proposal Preparation Reimbursement Agreements (each, a “**Reimbursement Agreement**”) with each of the Proposers identifying certain opportunities for the payment of certain Reimbursements to the Proposers.

3.12.2. Reimbursement General Conditions

- (a) Payment of any Reimbursement is expressly conditioned upon such Proposer:
 - (i) providing to PGCPS an executed Proposal Preparation Reimbursement Agreement, which may be provided at any time prior to or concurrently with such Proposer’s submission of its Interim Technical and Financial Submittals, and
 - (ii) being fully compliant with the conditions under the Reimbursement Agreement for payment of the Reimbursement.

- (b) A Proposer is not eligible for a Reimbursement if the 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*);
 - (ii) withdraws its Proposal;
 - (iii) is the Successful Proposer and either (i) executes a Project Agreement with PGCPS or (ii) fails to fulfill the conditions precedent required to execute a Project Agreement with PGCPS, except as explicitly set forth in the Project Agreement;
 - (iv) files a protest or any other claim or cause of action against PGCPS or the County arising out of the procurement of the Project; or
 - (v) fails to satisfy any of the other conditions set forth in the Reimbursement Agreement.

3.13. Financial Model Auditor

Each Proposer provided PGCPS with information about the proposed auditor and PGCPS has approved these submissions.

Proposers will pay for the services provided by the Financial Model Auditor.

The Financial Model Auditor's opinion as to the Financial Model delivered to the Developer shall also be addressed to PGCPS, or a reliance letter addressed to PGCPS should be provided. The contract for audit services may limit the Financial Model Auditor's liability to PGCPS for any failure of the Financial Model Auditor's opinions to identify any errors in the Financial Model beyond five years from completion of services and in an amount of no less than \$2,000,000; provided that such caps shall be effective only if the Financial Model Auditor maintains professional liability insurance in the amount and for the duration of the cap.

The Financial Model Auditor’s opinion will be required prior to Financial Close as set forth in the Exclusive Negotiating Agreement.

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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 Proposal Submission Deadline set forth in Section 3.1 of this RFP (RFP Schedule).

4.1.2 Signatures Required

The Technical and Financial Transmittal Letters shall be signed by the Proposer Representative and shall be accompanied by evidence of signatory authorization as specified in Form T-1 (*Technical Proposal Transmittal Letter*) and Form F-1 (*Financial Proposal Transmittal Letter*), respectively.

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 Inclusion of Proposal in Project Agreement

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) the Technical Proposal (with such exceptions and modifications as are determined by PGCPS to be necessary to ensure that the Technical Proposal is not in conflict with the Technical Requirements);
- (b) the Financial Proposal;
- (c) the Construction Schedules; and
- (d) such other portions of the Successful Proposer's Proposal deemed by PGCPS to be relevant to the obligations of the Developer for the Project or identified in the Project Agreement as carrying over from the Successful Proposer's Proposal.

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 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 of this RFP (*PGCPS Rights and Disclaimers*)). 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 3.12 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 (x) any conditions or provisions reserving a Proposer’s right to accept or reject an award if it is selected as Successful Proposer or (y) 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 Instructions*), 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 Instructions*), 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 bound 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 submitted electronically via email in accordance with the written instructions that will be separately provided to Proposers. Proposers must also submit electronic proposals on USB drives as further specified in this Section 4.3. PGCPS reserves the right to request hard copies after the Proposal Due Date.
- (b) Proposals must be prepared so that it 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.

- (c) 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.
- (d) Each electronic copy shall be provided on a USB drive, and each electronic folder of the Proposal shall be labeled to indicate its contents and shall include subfolders as appropriate to facilitate PGCPS' review of its contents. Confidential information shall be submitted with the Proposal in accordance with Section 3.11 (*Confidentiality and Public Disclosure*) and may be submitted in separately labeled folders or subfolders for each member of the Proposer. Whenever a Proposal contains confidential information, a sheet should be inserted in the appropriate section with a statement directing PGCPS to the single folder, subfolder, or file to locate the information.

For the avoidance of doubt, submitting information as CONFIDENTIAL does not relieve Proposers of any requirement to provide information in an electronic format. The original Technical Proposal and Financial Proposal shall be clearly identified as "ORIGINAL." Each copy of the Proposal shall be sequentially numbered, labeled, and bound, and labeled as a "COPY." 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 Instructions*) and Schedule C-1 (*Financial Proposal Instructions*), respectively.

- (e) 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 one original and six identical USB drives containing an electronic version of its Technical Proposal with a clear folder and file structure that follows logical outline and content of the proposal. The electronic copy shall also include, as a separate file, all drawings in searchable PDF; and
- (b) Electronic copies of the Technical Proposal shall be packaged in a single, sealed envelope labeled with (i) name of the Proposer, (ii) "Proposal for RFP No. DC P19-24A (PGCPS ACF Package 1 DBFM)", and (iii) "Technical Proposal".
- (c) The USB drive comprising the original electronic copy of the Technical Proposal shall be packaged in one sub envelope clearly labeled with (i) name of the Proposer, (ii) "Proposal for RFP No. DCP19-024A (PGCPS ACF Package 1 DBFM)", and (iii) "Original Technical Proposal".

- (d) The sub envelope that includes the required electronic copy duplicates of the Technical Proposal shall be sealed and labeled with (i) name of the Proposer, (ii) *“Proposal for RFP No. DCP19-24A (PGCPS ACF Package 1 DBFM)”*, (iii) *“Technical Proposal - COPY”*, and (iv) the copy number.

4.3.4 Financial Proposal

- (a) Each Proposer shall deliver to PGCPS one original and six identical USB drives each containing an electronic version of its Financial Proposal; and
- (b) All of the USB drives comprising the Financial Proposal, together with the electronic copies, shall be packaged in a single, sealed envelope labeled with (i) name of the Proposer, (ii) *“Proposal for RFP No. DCP19-24A (PGCPS ACF Package 1 DBFM)”*, and (iii) *“Financial Proposal”*.
- (c) The USB drive comprising the original electronic copy of the Financial Proposal, together with the electronic copy, shall be packaged in one sealed sub envelope clearly labeled with (i) name of the Proposer, (ii) *“Proposal for RFP No. DCP19-24A (PGCPS ACF Package 1 DBFM)”*, and (iii) *“Original Financial Proposal”*.
- (d) The sub envelope that includes the required electronic copy duplicates of the Financial Proposal shall be sealed and labeled with (i) name of the Proposer, (ii) *“Proposal for RFP No. DCP 19-24A (PGCPS ACF Package 1 DBFM)”*, (iii) *“Financial Proposal - COPY”*, and (iv) the copy number.

4.3.5 Conflict or Inconsistency in Copies of Proposals

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

4.4. Proposal Delivery – Due Dates and Location

- (a) The completed Technical and Financial Proposals shall be emailed in accordance with the written instructions provided by PGCPS and delivered in sealed envelopes in accordance with the requirements of this RFP on or before **2 p.m. Eastern** on the date set forth in Section 3.1 as the Technical and Financial Proposal Submission Date (the ***“Proposal Submission Deadline”***). The submittals will not be considered complete until all electronic submittals 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 Technical Proposal prior to the Technical Proposal Submission Deadline, as applicable. The Proposer may modify its Financial Proposal prior to the Financial Proposal Submission Deadline, as applicable
- (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 Instructions*) and Schedule C-1 (*Financial Proposal Instructions*), 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 Proposer 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 Proposal Security and Financial Close Security

4.6.1 Proposal Security

- (a) As security for its commitment to enter into the Project Agreement in accordance with its Proposal commitments, the Successful Proposer shall submit to PGCPS cash,

in escrow, and/or one or more standby letter(s) of credit, proposal bonds, or demand guarantees (in each case, the “Proposal Security”). The Proposal Security must be provided by the Successful Proposer within five (5) days after receiving a Notice of Award. To the extent that the Successful Proposer fails to do so, PGCPS may revoke its selection of the Successful Proposer, and may take any other action described in Section 6.1.5 (*Withdrawal of Successful Proposer Status*) and Section 7.1 (*PGCPS Rights*).

- (b) The Successful Proposer shall provide Proposal Security in an aggregate amount equal to One Million Five Hundred Thousand Dollars (\$1,500,000). The Successful Proposer may submit more than one letter of credit or proposal bond in the form of Form T-6 (Form of Bond Security) or Form T-5 (Form of Letter of Credit), respectively, as its Proposal Security; provided that the amount of all such Proposal Security will equal \$1,500,000 in the aggregate. To the extent Successful Proposer elects to submit all or a portion of the Financial Close Security in the form of cash, such cash must be held by an independent, third-party agent satisfactory to both PGCPS and Successful Proposer pursuant to an escrow agreement containing substantially similar terms as set forth in Form T-6 (Form of Bond Security) and Form T-5 (Form of Letter of Credit) and executed by the applicable parties within five (5) days after receiving a Notice of Award; to the extent that such escrow agreement is not executed within five (5) days after receiving a Notice of Award, PGCPS may revoke its selection of the Successful Proposer, and may take any other action described in Section 6.1.5 (*Withdrawal of Successful Proposer Status*) and Section 7.1 (*PGCPS Rights*).

4.6.2 Financial Close Security

- (a) As security for its commitment to achieve Financial Close, the Successful Proposer will be required to replace its Proposal Security with cash, in escrow, and/or one or more standby letter(s) of credit, proposal bonds, or demand guarantees in accordance with Section 5.1.4 of the Exclusive Negotiating Agreement and 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 (in the event cash is not provided);
 - (ii) designate PGCPS as the beneficiary; and
 - (iii) be in an aggregate amount equal to Ten Million Dollars (\$10,000,000).
 - (iv) The rights and obligations of PGCPS to draw upon or return the Financial Close Security are set forth in the Project Agreement.

4.6.3 Proposal Validity Period

- (a) A Proposal submitted in response to this RFP is binding upon the Proposer, with the exception of the debt components of the Financing Plan (Parts 2.6.1, 2.6.2, 2.6.4, 2.6.5), and is considered irrevocable for a minimum of 180 days following the

Proposal Submission Date or the closing date for receipt of a best and final offer, if applicable (the “**Proposal Validity Period**”).

- (b) Any Proposer may elect, in its absolute discretion, to extend the validity of its Proposal beyond the Proposal Validity Period.
- (c) Any Proposer that agrees to extend the validity of its Proposal beyond the Proposal Validity Period will, as a condition to PGCPS’ acceptance of such extension, provide an amended or replacement Proposal Security covering the extended Proposal Validity Period.

4.7. Proposer's Costs

Except as otherwise provided in Section 3.12 (*Reimbursement*) of this RFP, 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.

4.8. Proposal Opening

Proposals are not opened publicly, but in the presence of at least two PGCPS representatives. Once the Proposals are opened, PGCPS will prepare a document that summarizes the Proposals received. This document will be available for inspection no later than 20 days after opening and prior to the date a Notice of Award letter is issued.

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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 pursuant to 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. Approval of award to the Successful Proposer and Execution of the Project Agreement are 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 of this RFP. Following the responsiveness review, all responsive Proposals will be evaluated in the manner described in Section 5.4.2. 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 select any Proposer that PGCPS determines has submitted a 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 each Proposal in accordance with Section 5.6 (*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 further 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 SOQ, 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. 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. Technical Proposals will be evaluated and scored prior to Financial Proposals.

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

Criterion	Maximum Points
TECHNICAL PROPOSAL	300
<i>Organization & Project Management</i>	40
<i>MBE/CBB and Local Community Benefits Program</i>	35
<i>Schedule</i>	20
<i>Design Approach</i>	77
<i>Construction Approach</i>	58
<i>Services Approach</i>	70
FINANCIAL PROPOSAL	300
<i>Cost Score</i>	200
<i>Financing Plan Score</i>	100
Total	600

5.5. Proposal Point Scoring

5.5.1. Technical Proposal Scoring

The Technical Proposal evaluation criteria consist of six major criteria with associated subcriteria that will be evaluated and scored by the Selection Committee using a points system. The evaluation criteria are detailed in Schedules B-2 and C-2 of this RFP. The maximum number of points assigned to each of the major Technical Proposal criteria is indicated in Section 5.4.2 of this RFP. The Selection Committee intends to award points for each criterion in a manner that will result in the difference in technical points awarded to the Technical Proposals under each criterion being representative of the Selection Committee’s assessment of the difference in value to PGCPS of the Technical Proposals with respect to that criterion. The Selection Committee reserves the right, in its sole discretion, to determine the points awarded for each criterion based on its evaluation of the Technical Proposal information considered for each subcriterion. 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

PGCPS will evaluate the Financial Proposals submitted in response to the requirements set forth in Schedule C-1. The evaluation will be based on: (i) the Design-Build Costs, Pre-Development Costs and the Services Costs set forth in Form F-2 (the “Cost Score”) and (ii) the Selection Committee’s evaluation of the Financing Plan in accordance with Schedule C-2 of this RFP (the “Financing Plan Score”).

In order to determine the Cost Score, PGCPS will add the Design-Build Cost and the Pre-Development Costs in Form F-2 to the net present value of the Services Costs in Form F-2, which will be discounted at an annual rate of 5.0% (the "Total Costs").

The combined amount will be scored on a relative basis as follows:

$$\text{Cost Score} = 200 \times (\text{Cost}_{\text{Best}} / \text{Cost})$$

Whereby,

Cost Score is the Cost Score for the proposal under consideration;

Cost_{Best} is the lowest proposed Total Costs offered by any Proposer; and

Cost is the Total Costs in the proposal under consideration.

The Cost Score will be rounded to two decimal places.

The total Financial Proposal score is the sum of the Cost Score and the Financing Plan Score.

5.5.3. Total Score and Selection of the Successful Proposer

After points have been assigned to both the Technical Proposal and the Financial Proposal, the Selection Committee will add the Technical Proposal point score and the Financial Proposal point 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 recommended for award.

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

5.6. Clarifications and Additional Information

- (a) To facilitate the examination and evaluation of Proposals, PGCPS may, at any time during the Proposal evaluation period, 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 5.6 (*Clarifications and Additional Information*) shall become a part of the Proposer's Proposal.

5.7. 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 (Reserved Rights) of this RFP.

5.6. 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.

5.7. Notice of Intent to Award and Notice of Award

After the evaluation of Proposals is duly completed and a Successful Proposer selected for recommendation to the Board of Education, PGCPS shall notify all Proposers of the result by issuing a "Notice of Intent to Award". Following approval of award to the Successful Proposer by the Board of Education, PGCPS shall notify all Proposers of the final result by issuing an "Notice of Award". The Notice of Award shall likewise be posted on <https://www1.pgcps.org/Purchasing/> and [eMaryland Marketplace](https://www1.pgcps.org/Purchasing/).

5.8. Protests and Appeals

The Director of Purchasing and Supply Services shall attempt to resolve informally all protest of the bid award recommendation included in the Notice of Intent to Award. Proposers are encouraged to present their concerns in writing promptly to the PGCPS Representative and/or Purchasing 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 the Notice of Intent to Award to the Director of Purchasing and Supply Services.
- (b) The protest shall be in writing addressed to the Purchasing Supervisor with a copy to the Director 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.
- (c) The protest must be filed with the Purchasing Office within ten (10) calendar days of the Notice of Intent to Award.
- (d) A Proposer who does not file a timely protest is deemed to have waived any objection.
- (e) The Director of Purchasing shall inform the Chief Operating Officer (COO) upon receipt of any protest.
- (f) The Director of Purchasing shall confer with the General Counsel prior to issuance of a decision regarding any protest under this RFP process.
- (g) The Director of Purchasing shall issue a decision in writing. Any determination by the Director of Purchasing may be appealed to the COO within seven (7) calendar days of

issuance of the decision by the Director of Purchasing. The decision of the COO shall be final.

- (h) The Board of Education shall not hold a vote to approve the Successful Offeror until after the eleventh day following issuance of the Notice of Intent to Award or, in the event of a protest, until final resolution of any protest(s) to the Notice of Intent to Award unless PGCPS makes a written determination that proceeding without delay is necessary to protect the public interest.
- (i) There shall be no right to protest or appeal the Notice of Award.

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 Form T-15, 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 6.1.5 (*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 of Education's approval of the Successful Proposer and receipt of the Proposal Security.

Within sixty (60) calendar days after the execution of the Exclusive Negotiating Agreement, 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 SPE, shall execute the Project Agreement with PGCPS ("**Commercial Close Deadline**"). .

6.1.2. Project Agreement

In accordance with the Exclusive Negotiating Agreement, PGCPS and the Successful Proposer may, in each party's sole discretion, agree to changes to the Final Agreement Draft prior to achieving Commercial Close. The terms and exhibits highlighted in yellow in the Final Agreement Draft are considered by PGCPS to be non-negotiable, except for conforming or minor changes as desirable to the parties or necessary to maintain the consistency of the intended provisions unto themselves and such that the non-negotiable provisions align commercially and legally with the changes to the negotiable provisions and of the Agreement as a whole, in the reasonable judgment of the parties. In addition, during the Exclusive Negotiating Period, PGCPS and Successful Proposer shall in good faith revise the Final Agreement Draft to incorporate minor changes, additions, and modifications (a) necessary to create a complete, consistent, and legally binding contract; (b) reasonably necessary to accommodate the Successful Proposer's corporate and financing structure in accordance with the Proposal; and (c) required to complete the Agreement and exhibits based on information provided in the Proposal.

(i)

6.1.3. Successful Proposer Conditions Precedent to Agreement Execution

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

6.1.4. Disposition of Proposal Security and Reimbursement

The Exclusive Negotiating Agreement identifies the circumstances in which PGCPS must return and retain the Proposal Security and the circumstances in which the Successful Proposer remains eligible for reimbursement under the Reimbursement Agreement.

(a)

6.1.5. **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 (*Proposal 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.

In the event that PGCPS delivers a Substitute Selection Notice to the Next Ranking Proposer, the Next Ranking Proposer shall be required to extend its bid validity end date to a date not earlier than ninety (90) calendar days after its receipt of the Substitute Selection Notice.

6.2. **Transition Period and Effective Date Conditions**

- (a) Upon execution of the Project Agreement, the Successful Proposer shall be designated the "Developer".
- (b) In accordance with the Project Agreement, within a period not to exceed thirty (30) days following the Commercial Close Date, or such other time period as agreed to by PGCPS and the Developer in accordance with the Project Agreement, the Developer and PGCPS shall be required to complete certain activities and satisfy certain Conditions Precedent prior to the Agreement entering into full force and effect on the Effective Date.
- (c) Article 6 of the Project Agreement identifies the PGCPS Conditions Precedent, Developer Conditions Precedent, and Mutual Conditions Precedent and the rights of the parties with respect to each such event.
- (d) Pursuant to Section 7.1 of this RFP, should the Effective Date fail to occur in accordance with Article 6 of the Project 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 6.1.5. 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 responding to this RFP, 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 Proposers for any reason whatsoever;
- (b) The right to modify and make changes to the anticipated procurement schedule upon reasonable notice to 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 Proposer deemed to be unqualified during any stage of the procurement process, and to terminate the Proposer's Reimbursement Agreement in the event a Proposer is deemed to be unqualified;
- (f) The right, at any time, to determine that any or all Proposers will not be qualified for further consideration upon notice to the Proposers;
- (g) The right to require 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 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 prior to the Proposal Submission Deadline 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 and at any time prior to the Proposal Submission Deadline, 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 Proposer, or any Proposer Team member included in a Proposal, including the right to contact any references identified by the 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 Proposers, in PGCPS' sole discretion, in order to obtain clarification of information provided by the 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 Proposal Submission Deadline, 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 a SOQ, 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 SOQ 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 Proposer who does not sign a Reimbursement Agreement or is otherwise disqualified or deemed non-responsive for any costs such Proposer incurs under this RFP Process.

Information supplied by PGCPS is for the convenience of the 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 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 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 Proposer or another Person or held liable to a 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 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 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 Developer's contracts, files, accounts, records, and other documents related to the Project Agreement shall be open to examination and/or audit by PGCPS and made available by the Developer to PGCPS and/or its designated agents at any time upon reasonable prior notice, during performance under the Project Agreement and for those periods set forth in the Project Agreement.

7.4. [Compliance with Laws](#)

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. Proposer violations of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this RFP, and PGCPS may disqualify the 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 respect 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 and the Project Agreement shall be governed by the laws of Maryland. Any disputes, legal cases, or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law. 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 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 www.dhs.gov/E-Verify. 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

Prior to the Commercial Close Date, 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 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 Proposer, including all copies thereof, must be used by the 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 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 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 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 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:

1. A security policy for employees related to the storage, access, and transportation of data containing student records;
2. Reasonable restrictions on access to records containing student record information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to student records, including but not limited to passwords; and
5. Encryption of student records that are stored on laptops, portable devices, or being transmitted electronically. The 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 Proposer or subcontractors or affiliates possess or control have been subject to a student records breach.

The 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 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 Proposer as a service provider to PGCPS.

7.10.4. Public Statements

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 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
- (c) An executed Project Agreement will not be issued by PGCPS until proof has been provided that the background check and training requirements below have been completed.

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 neglecter following completion of a Child Protective Services investigation with a finding of “indicated” child abuse or neglect.

7.12. Governing Law and Venue

The RFP shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such RFP shall be filed in the Circuit Court for Prince George’s County, Maryland.

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 Instructions
Schedule B-2	Technical Proposal Evaluation Criteria
Schedule C	Financial Proposal
Schedule C-1	Financial Proposal Instructions
Schedule C-2	Financial Proposal Evaluation Criteria
Schedule D	Standardized Forms
Certifications	

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 Instructions) 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	
1.1.4. Exclusive Negotiating Agreement	Proposal Form T-15	§1.1.4. of Schedule B-1	
Part 1.2: Organization & Project Management			
1.2.1. Confirmation of SOQ		§1.2.1 of Schedule B-1	
1.2.2. Proposer Management and Organization		§1.2.2 of Schedule B-1	
1.2.3. Approach to Coordination & Outreach		§1.2.3 of Schedule B-1	
Part 1.2(a): Local Community Impact			
1.2.4. MBE Contracting Plan		§1.2.4 of Schedule B-1	
1.2.5. Local Contracting Plan		§1.2.5 of Schedule B-1	
1.2.6. Community Investment Program		§1.2.6 of Schedule B-1	
Part 1.3: Schedule			
1.3.1. Project Schedule	Proposal Form T-7	§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. Project Designs		§1.4.3 of Schedule B-1	
1.4.4. Site Development Plans		§1.4.4 of Schedule B-1	
1.4.5. Site Grading and Servicing		§1.4.5 of Schedule B-1	
1.4.6. Site Circulation and Parking		§1.4.6 of Schedule B-1	
1.4.7. FF&E		§1.4.7 of Schedule B-1	
1.4.8. Key Personnel - Design		§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. Sustainability / LEED		§1.5.5 of Schedule B-1	
1.5.6. Commissioning		§1.5.6 of Schedule B-1	
1.5.7. Communications		§1.5.7 of Schedule B-1	
1.5.8. Key Personnel		§1.5.8 of Schedule B-1	
1.5.9. Staging Plan		§1.5.9 of Schedule B-1	
Part 1.6: Services Plan			
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		§1.6.8 of Schedule B-1	
1.6.9. Training		§1.6.9 of Schedule B-1	

Part 1.6: Services Plan (cont.)

1.6.10. Key Personnel §1.6.10 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 Instructions) for additional information regarding the components of the Financial Proposal.

Proposal Components	Relevant Form (if any)	RFP Reference	Proposal Reference
Part 2.1: Executive Summary and Administrative Submissions			
2.1.1. Financial Proposal Submission Letter	Proposal Form F-1	§2.1.1 of Schedule C-1	
2.1.2. Financial Proposal Executive Summary		§2.1.2 of Schedule C-1	
<i>Part 2.2: (eliminated)</i>			
Part 2.3. Confirmation of Financial Capacity			
2.3.1 Financial Capacity Information	n/a	§2.3.1 of Schedule C-1	
Part 2.4. Price Proposal			
2.4.1. Cost Proposal	Form F-2	§2.4.1 of Schedule C-1	
2.4.2. Key Financial Model Information	Form F-3, F-4, F-5, F-6	§2.4.2 of Schedule C-1	
Part 2.5: Financial Model			
2.5. Financial Model	No form provided	§2.5 of Schedule C-1	
Part 2.6: Financing Plan			
2.6.1. Financing Plan Narrative		§2.6.1 of Schedule C-1	
2.6.2. Term Sheets		§2.6.2 of Schedule C-1	
2.6.3. Equity Support Letters		§2.6.3 of Schedule C-1	
2.6.4. Lenders		§2.6.4 of Schedule C-1	
2.6.5. Refinancing		§2.6.6 of Schedule C-1	

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Schedule B: Technical Proposal

SCHEDULE B-1: TECHNICAL PROPOSAL INSTRUCTIONS

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 Exhibit B-1 in the organization and format specified herein and in the order set forth in Exhibit 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.

For clarity, no deviations from the Education Specifications are allowed except to the extent provided in Section 4.14 (Modifications to Educational Specifications) of the Agreement.

1.1 Format

Pursuant to Section 4.3 of this RFP, Proposals are to be submitted in via email and as electronic copies on USB drives.

Technical Proposals are to be presented in a separate sealed envelope.

Text shall be in English in a standard, minimum of 11-point font, single-spaced. Pages shall be printable on 8.5-x11-inch white paper, with dividers for each section/subsection. Text used on graphics and figures and in tables may be a minimum of 9-point font. Graphics shall not consist of text only. Each printable side of a sheet counts as a page. Lines may be single spaced.

Drawings, organization charts and schedules shall, and Exhibits to text may, be submitted so they are printable on 11x17-inch white paper. 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 one original and six (6) USB drives of the Technical Proposal in accordance with Section 4.3.3. of this RFP. Each USB drive is to be clearly marked with the "Copy Number X of Y" and with the Project Name and Proposer's Name. PGCPS reserves the right to request hard copies after the Proposal Due Date.

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. Only original copies of Proposal Forms require notarization.

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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)	Submit a fully executed and notarized Proposal Form A-1 (Technical Proposal Submission Letter). The Technical Proposal Submission Letter and all attachments thereto shall be signed by the duly designated Proposer 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: Attachment 1 – Certificates of authorization Attachment 2 – Statement justifying records marked as proprietary or trade secret (if applicable)	n/a
1.1.2.	Technical Proposal Executive Summary	Proposers 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: (i) Proposer organization & approach to project management (including approach to meeting MBE/CBB requirements); (ii) Proposer approach to collaboration with PGCPS and other stakeholders during and after the Exclusive Negotiating Period; (iii) Proposed technical approach and solutions for the Project, including: (a) A summary of Project Schedule and key delivery milestones; (b) A summary of how the Proposer will utilize the Exclusive Negotiating Period to the benefit of the Project; (c) A description of design concepts and how they benefit PGCPS (including consideration of aesthetics, life cycle durability and PGCPS Project objectives); (d) A summary of the approach to design and construction activities (including collaboration and outreach), as well as to addressing key constructability issues associated with the Project; (e) A summary of the Proposer’s approach to life-cycle maintenance; (f) A summary of the Proposer’s proposed Community Investment Plan; and (g) A brief overview of the Proposer’s baseline business plan and risk management strategy.	10 pages
1.1.3	Administrative Submittals	Proposer shall submit the following required administrative submittals, as well as any disclosures and submittals set out in Schedule D: Standardized Proposal Forms (i) <i>Professional Licensing</i> : Certification that the designs will be performed under the supervision of a Professional Engineer licensed in the State of Maryland and proof of such license(s).	n/a

		<ul style="list-style-type: none"> (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); and (iii) <i>Registrations</i>: Proposers are required to provide evidence that each Major Participant and major subcontractor is registered to do business, and is in good standing, in the State of Maryland. 	
1.1.4	Exclusive Negotiating Agreement	Proposer shall submit a signed copy of the Exclusive Negotiating Agreement provided as Proposal Form T-15.	
1.2.	Organization and Project Management		
1.2.1	Confirmation of SOQ	<ul style="list-style-type: none"> (i) Each Proposer shall confirm that all information provided in the Proposers SOQ remains true and accurate, or, in any such information is no longer true or accurate, then provide updated information that is true and accurate. (ii) Each Proposer shall confirm that, other than Organizational Changes duly approved by PGCPS, there have been no changes to information provided in its 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) Each 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) Each Proposer shall provide a narrative description of the legal structure of the Proposer and the existing or anticipated contractual relationship between Proposer Team Members. (iii) Each Proposer shall provide details identifying each Equity Provider and degree of equity participation. If the Proposer does not have an equity structure, provide details of the ownership structure and details of Financing Member. (iv) <i>Governance</i>: Each Proposer shall describe the relationships and reporting arrangement among the Proposer team members at critical stages of the Project (i.e., start-up, design, construction, maintenance, handback), identifying the following: <ul style="list-style-type: none"> (a) Responsibilities of each Key Individual (b) Reporting relationships between the Proponent Team members (c) Nature of any subcontracting arrangements to be entered into between the Project team members and a brief description of how the contractors, subcontractors and supply chain will be integrated; and (d) The nature of any subcontracting arrangements and details of the risk allocation between the parties. (v) <i>Organizational Charts</i>: Each 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 	5 pages (excluding charts)

		<p>joint venture, the percentage ownership of each such joint venture entity.</p> <p>(b) An organizational chart showing the relationship between any member of the Proposer team.</p> <p>(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 each such direct and indirect owner of its directly held entities up to the level of each Financing Member. Such figure should also reflect general partners and any investment manager/advisors of any investment funds reflected in the charts.</p> <p>(d) Organizational chart indicating and listing the members of the board of directors, the senior officers and key management personnel of the Developer.</p> <p>(e) Organizational chart which, at a minimum, identifies all Key Personnel. Resumes for Key Personnel must be provided and should be no longer than 2 pages each.</p> <p>All organizational charts should clearly identify roles, responsibilities and reporting relationships.</p>	
1.2.3	Coordination and Outreach	<p>Each Proposer shall provide a program coordination and outreach plan governing the period of time after the Effective Date.</p> <p><u>Program Community Coordination and Outreach Plan</u></p> <p>The Program Community Coordination and Outreach Plan should describe the management structures of the Developer and the roles of Major Participants and subcontractors in interacting with PGCPS and other stakeholders during the Design-Build Period and the Services Period to deliver Project Services. The plan should set forth activities for each diverse stage of the Project, specifically focused on school-based, district-wide, external stakeholder engagement and outreach. The plan should describe the approach to collaborating with PGCPS, community stakeholders and other additional parties to keep parties informed and updated (including, but not limited to newsletters, blog posts, community meetings, stakeholder engagement and outreach, educator town halls, and any other additional outreach efforts, as needed) on the Program.</p>	4 pages
1.2.a	MBE/CBB Subcontracting and Local Community Benefits		
1.2.4	MBE Subcontracting Plan	<p>Each Proposer shall detail its MBE subcontracting plan, evidencing how it intends to meet the MBE subcontracting requirements set forth in Section 2.8 of this RFP and the Project Agreement across all phases of the Project. The MBE Subcontracting Plan should include, at a minimum, the following:</p> <p>(i) General approach to MBE contracting, the plan should indicate its plan to maximize the participation of MBE's located and/or based in Prince George's County</p> <p>(ii) A breakdown of how Proposer will meet minimum contracting requirements (at least thirty percent (30%) of the Total Contract Value) by representing (A) the percentage of total design and construction expenditures that Proposer estimates will be paid</p>	6 pages

		<p>to MBEs during the Design-Build Period and (B) the percentage of total Services expenditures Proposer estimates will be paid to MBEs during the Services Period.</p> <ul style="list-style-type: none"> (iii) Specific methods, outreach and plans for achieving minimum contracting requirements, including a description of the outreach activities during the Exclusive Negotiating Period and after the Effective Date. (iv) Proposed MBE subcontracting verifications systems (v) Identification of MBE subcontractors included in the Proposer team who will count toward meeting minimum contracting requirements and their anticipated allocation between Design-Build Work and Services. (vi) Identification of MBE Financing Members, if any. (vii) Brief description of a monitoring and enforcement framework that will facilitate oversight, accountability and transparency in reporting during the Term. 	
1.2.5	Local Contracting Plan	<p>Each 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 with the CBB subcontracting requirements set forth in Section 2.8 of this RFP and the Project Agreement across all phases of the Project. The MBE/CBB Subcontracting Plan should include, at a minimum, the following:</p> <ul style="list-style-type: none"> (i) General approach to CBB contracting (ii) A breakdown of how Proposer will meet minimum contracting requirements (a minimum of twenty percent (20%) of MBE contracts being directed towards CBBs) by representing (A) the percentage of total design and construction expenditures that Proposer estimates will be paid to CBBs during the Design-Build Period and (B) the percentage of total Services expenditures Proposer estimates will be paid to CBBs during the Services Period. (iii) Specific methods, outreach and plans for achieving minimum contracting requirements (iv) Proposed CBB subcontracting verifications systems (v) Identification of CBB subcontractors included in the Proposer team who will count toward meeting minimum contracting requirements and their anticipated allocations between Design-Build Work and Services. (vi) Identification of CBB Financing Members, if any. 	5 pages
1.2.6	Community Investment Program	<p>Each 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 Georges County. The Proposal shall detail the Proposer's Community Investment 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, workforce development, etc.). The Proposal should detail the general approach to the Community Investment Programs, 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>Each Proposer shall provide its Baseline Project Schedule which includes at a minimum, the following information, as well as a Project Schedule brief explaining how the Project Services will be implemented to achieve the milestone dates and describing the key milestones and decisions on how each align and work together:</p> <ul style="list-style-type: none"> (i) Critical path covering major phases of the Project (from Notice of Award through the Project Readiness Date); (ii) Key dates related to the Design Management plan, including <ul style="list-style-type: none"> (a) Key milestone dates (b) Design development (c) Design reviews (iii) Provision of mock-ups; (iv) Major construction stages and key milestones; (v) Detailed Construction Schedules for each School; (vi) Commissioning; and (vii) Scheduled School Occupancy Readiness Dates for each School. <p>Proposers shall be required to submit their Scheduled School Occupancy Readiness Dates for each School on Proposal Form T-7</p>
1.4.	Design Approach and Considerations	30 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 quality assurance; and (v) How constructability considerations will be included in the design process. <p>Describe and provide details of how the Proposer will accommodate changes during the detailed design development process that will take place post-Effective Date.</p>
1.4.2.	Design Statement	Each Proposer should 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.	Project Designs	<p>For each 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>Each Proposer shall include a narrative of the design and aesthetics approach to each School, detailing key elements, such as design criteria, materials, architecture, signage, safety and security, Site layout, and similar. The narrative may also be supplemented with rendering and façade design</p>

		<p>descriptions of shape and layout, materials, apertures, etc. The intention of the design narrative is to provide adequate detail for evaluation of the design concepts. Where information requested has not been developed, Developer shall indicate their commitment to incorporate any responses into their final design. The design narrative shall address the following:</p> <ul style="list-style-type: none"> (i) a general description of the conceptual design of each School, describing the engineering and design philosophy and detailing how the design addresses each of the design evaluation factors set forth in Part 1.4 of Schedule B-2; (ii) 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 or are proposed for the proposed design that specifically address the following design elements <ul style="list-style-type: none"> a. Provide a LEED checklist indicating how you intend to achieve LEED Silver; b. Structural Systems <ul style="list-style-type: none"> i. Design basis IBC/ASCE risk category ii. Planned material for vertical, floor and roof framing, and lateral systems iii. Design loading for floors and roofs c. Exterior Cladding <ul style="list-style-type: none"> i. Planned material for exterior walls, including fenestration and doors ii. Overall typical wall assembly and thickness iii. Planned performance of the systems including: <ul style="list-style-type: none"> 1. Nominal R value of opaque cladding 2. Nominal R value, SHG, VLT for glazing systems iv. Planned snow/free-thaw mitigation approach, with particular attention to wall base v. Expected design life of major components vi. Description of any applied cladding elements (canopies, overhangs, soffits, etc.) d. Roofing <ul style="list-style-type: none"> i. Planned materials for roofing systems, including any skylight, roof penetrations, curbs, etc. ii. Nominal R value of roofing system iii. Equipment access concepts and roof access safety approach iv. Planned snow/freeze-thaw mitigation approach v. Expected design life of roofing system and major components e. Interior Construction <ul style="list-style-type: none"> i. Planned material for interior partitions. List all planned systems by location. Partition types are not required, just main material selections ii. Planned materials and assembly for interior doors, frames and hardware. Indicate performance class for main room types (medium duty, heavy duty, etc.; KD or welded frame, etc.)
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		<ul style="list-style-type: none"> iii. Planned materials and assemblies for interior glazing, including approach to fire rating, where appropriate, safety/glazing protection etc) f. Stair Construction <ul style="list-style-type: none"> i. Planned stair construction/materials/finishes g. Interior Finishes <ul style="list-style-type: none"> i. Planned floor, wall and ceiling finishes by major program areas ii. Expected appearance retention for finishes, including local damage repair capacity iii. Expected impact resilience h. Elevators <ul style="list-style-type: none"> i. Planned elevator type, speed, door width and load capacity i. Plumbing Systems <ul style="list-style-type: none"> i. Planned materials (including, type, gauge, performance rating, etc., as appropriate) for fixtures, piping, etc. ii. Planned approach to provision of hot water at faucets iii. Water efficiency strategies j. HVAC Systems <ul style="list-style-type: none"> i. Planned HVAC System <ol style="list-style-type: none"> 1. Primary energy systems (heating and cooling) 2. Energy distribution 3. Ventilation Distribution 4. Overall zoning strategies, including number of zones per major space type ii. Anticipated mechanical NC levels iii. Anticipated system redundancy/outage down times iv. Demand ventilation strategies v. Overall HVA energy efficiency strategies k. Electrical Systems <ul style="list-style-type: none"> i. Planned material for electrical components, including switchgear, conductors, raceways, etc. ii. Planned lighting systems (LED, Fluorescent HID), including Lighting Power Density for major program areas iii. Planned extent of lighting controls, including dimming, color, presets, etc., by major program areas <p>(iii) 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;</p> <p>(iv) any nonstandard or unique design features that will reduce operating costs for PGCPS, both during the Term and after Handback; and</p>
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		<p>(v) approach to ensuring that the design features are aesthetically pleasing, consistent throughout the Project and reflect local community, sustainability and accessibility.</p> <p>Proposers must provide design concepts developed at a minimum 15% design level for each School and include the following Conceptual Design Drawings and Renderings in Part 7, Appendix A, as a searchable PDF printable on 11x17-inch white paper:</p> <ul style="list-style-type: none"> (vi) Structural system concept for each School; (vii) Site Development Plans; (viii) Renderings; (ix) Elevations; (x) Room Data Schedule; (xi) Circulation Plans; (xii) Spatial Design; (xiii) Massing Diagrams; and (xiv) Other drawings as required to clearly present and describe the concepts proposed. <p>Proposer's Conceptual Drawings shall include sufficient detail to clearly present and describe the design concepts as proposed (footing layouts, support pier dimensions, foundation types, standard details, mechanical, electrical and plumbing, other features, etc.).</p> <p>Large format rendering, up to 30" x 42", of the exterior and interior (Perspectives) of each School shall also be included, including the following:</p> <ul style="list-style-type: none"> (xv) Exterior renderings <ul style="list-style-type: none"> a. The entire front façade b. The main entrance of the School c. The side elevation of the School (xvi) Interior rendering for each School illustrating at a minimum: <ul style="list-style-type: none"> a. A typical classroom <p>In the event that multiple Schools are proposed to share a similar design, Proposers may elect to provide, in accordance with the aforementioned submission requirements, a single design for a School that is reflective of a design for other Schools. If a common design is submitted for multiple Schools, Proposers <i>must also provide design concepts developed at a 5% design level for each of the other Schools that will use such design and include the following Conceptual Design Drawings and Renderings in Part 7, Appendix A, as a searchable PDF printable on 11x17-inch white paper:</i></p> <ul style="list-style-type: none"> <i>b. Structural system concept for each School;</i> <i>c. Site Development Plans;</i> <i>d. Floor Plans (single line);</i> <i>e. Renderings;</i> <i>f. Massing Diagrams; and</i> <i>g. Other drawings as required to clearly present and describe the concepts proposed.</i>
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	<p><i>Proposer's Conceptual Drawings shall include sufficient detail to clearly present and describe the design concepts as proposed.</i></p> <p><i>Large format rendering, up to 30" x 42", of the exterior (Perspectives) of each School shall also be included, including Exterior renderings-Massing Studies of:</i></p> <ul style="list-style-type: none"> a. The entire front façade b. The main entrance of the School <p>To the extent that any of Proposer's Conceptual Drawings incorporate deviations from the Technical Requirements, Proposer shall (i) provide a narrative identifying such deviations, (ii) confirm for each such deviation that Proposer either plans to modify future designs to comply with the Technical Requirements or intends such deviations to be permitted under Section 4.14 of the Project Agreement, and, for each deviation that will be modified in future designs (iii) confirm that any costs associated with such anticipated modifications are reflected within the cost estimates provided in the Financial Proposal.</p>
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1.4.4.	Site Development Plans	The Site plan (1:500) including adjacent roads, walks and property uses, and the location of all buildings (including full build-out), roadways, parking lots, drop-offs, retaining walls, sports fields, walkways, pathway connections, tree planting, shrub beds, extent of irrigation, including connection location, asphalt play areas, future playground areas, sports and athletic fields, extent of fencing, site furniture, flag poles, future site signage, firefighting access and any other elements.	
1.4.5.	Site Grading and Servicing	Provide drawings and details illustrating the Proposer's plan for underground services and site grading, including: <ul style="list-style-type: none"> (i) Sanitary (ii) Water (iii) Storm water management (iv) Site grading 	
1.4.6.	Site Circulation and Parking	Describe and provide details of the proposed circulation, drop-off and parking plan for each school, including: <ul style="list-style-type: none"> (i) Proposer's temporary parking solution during construction (if required) (ii) Proposer's permanent parking solution (including confirmation of the total number of on-site parking and drop off spaces) (iii) Site circulation, access and turn around (iv) Bus loading and unloading (v) Emergency vehicle access 	

1.4.7.	FF&E	Provide an overview, description and renderings of any proposed Furniture, Fixtures and Equipment to be provided in the Schools. The Proposal should indicate the Proposer's approach to selecting FF&E and how these decisions influence and are incorporated in Design processes. Proposal should also include information regarding FF&E procurement schedule, highlighting those items that are on the critical path for the Project Schedule.	
1.4.8.	Key Personnel - Design	Proposer should identify and provide resumes for the executive in charge of the design process, as well as for (i) the individual responsible for community outreach during design development; (ii) the lead architect; and (iii) the lead engineer. Resumes should be limited to 2 pages per person.	
1.5.	Construction Approach		
1.5.1	Construction Approach	Describe and provide details of the Proposer's general approach and management plan for construction services including: <ul style="list-style-type: none"> (i) Overall construction methodology and general approach; (ii) Construction constraints, risks and mitigation strategies; (iii) Process for managing change orders; and (iv) Approach to quality assurance and safety. 	3 pages
1.5.2.	Design-Build Integration	Describe the Proposer's proposed process to complete the design stages, including: <ul style="list-style-type: none"> (i) Describe how the design stage interfaces with the fast track construction schedule and show how PGCPS and the Developer will be involved in design reviews following the Effective Date. (ii) Proposed process to ensure effective design-consultation throughout the design process; and (iii) Design quality assurances. 	2 pages
1.5.3	Design-Build Quality Management Plan	In addition to providing the Design-Build Quality Management Plan, Proposers should provide a brief summary of the Design-Build Quality Management Plan that includes the Proposer's approach to quality and a summary of the key elements with respect to quality management, including:	3 pages (for summary)

		<ul style="list-style-type: none"> (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 and Construction phase of the Project; and (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, status of issues and schedule for resolution, estimated time to complete tasks. 	
1.5.4	Safety Management Plan	<ul style="list-style-type: none"> (i) The Safety Plan should describe Developer’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. In particular, Proposers must address plans for ensuring the safety of staff and students at Walker Mill and Kenmoor given they will remain onsite during construction. (ii) The Safety Plan must address procedures for immediately notifying PGCPS of all incidents arising out of or in connection with the works and services whether on, or adjacent to, the Project. (iii) The Safety Plan shall include processes, protocols, and management procedures, including lines of accountability and interface with PGCPS. 	3 pages
1.5.5.	Sustainability / LEED	Provide a plan describing how the Proposer intends to achieve environmental sustainability requirements relative to the Project. Proposer must include a checklist that outlines which LEED credits will be pursued in order to meet the minimum number of credits for LEED Silver	3 pages

		Certification. This LEED Checklist must identify where the information can be found in the Technical Proposal, as well as indicate the Proposer Team member responsible for achievement of the relevant LEED credit.	
1.5.6.	Commissioning	Describe and provide details of the Proposer’s process for managing commissioning in accordance with the requirements in Exhibit R “Commissioning” of the Project Agreement, including a table of contents or description of the major elements of the Commissioning Plan requirements set forth in the Project Agreement. Proposer should also detail its proposed approach to the training of PGCPS staff regarding the operations and maintenance of the Schools in light of the PGCPS Retained Responsibilities.	5 pages (excluding the table of contents)
1.5.7	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
1.5.8	Key Personnel - Construction	Proposer should identify and provide resumes for the executive in charge of construction process, as well as for (i) the individual responsible for community outreach during construction; (ii) the lead construction manager; (iii) the quality assurance professional and (iv) the lead safety manager.	2 pages per resume
1.5.9	Staging Plan	Approach to storing equipment, implementing barriers and signage for live construction areas and coordinating travel and access for contractors at active learning sites.	
1.6	Services		
1.6.1	Overview	Each Proposer is to provide a written narrative for its approach to delivering Services, including the utilization of major subcontractors, that clearly describes the processes for planning for, managing, implementing and performing the requirements and obligations set out in Exhibit W (Services Requirements) of the Project Agreement.	3 pages

1.6.2.	Approach	<p>Describe the Developer’s proposed organization, including details regarding:</p> <ul style="list-style-type: none"> (i) Provide a description of the proposed 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 school users; (ii) Describe how Services will interface and be coordinated with the PGCPs Retained Responsibilities in every area and how the interface and coordination approach minimizes the potential for additional costs to PGCPs resulting from PGCPs retained risks and services.; (iii) Describe how the Services will be coordinated and delivered across multiple Schools simultaneously; and (iv) Describe the involvement of Services Provider’s staff in the development of design, the execution of construction and Commissioning. Provide examples of how the life cycle and facilities management considerations have influenced the proposed design. 	3 pages
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 (Services Requirements) including an organization chart that identifies the key names (to the extent available) and positions that will be responsible for management and delivery of 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 Persons; (iv) Recruitment training and retention approach for employees, including a description of the Proposer’s human 	3 pages

		<p>resource practices and policies and how security clearance requirements will be managed;</p> <p>(v) How the Services will be addressed outside of regular business hours.</p>	
1.6.4.	Start-up Plan	<p>Provide a preliminary draft Start-up Plan that complies with all the requirements set forth in Exhibit W of the Project Agreement, 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 Exhibit W of the Project Agreement. (ii) The Five-Year Maintenance Plan that complies with Exhibit W of the Project Agreement; (iii) The Environmental Management Plan that complies with all the requirements set forth in Exhibit W of the Project Agreement; (iv) a description of all elements of the Performance Monitoring Program and how such program will be implemented at the earliest School Occupancy Readiness Date; and (v) a preliminary Services Quality Management Plan that indicates how Developer will establish and implement the QMS and monitor and measure its Services activities commencing on the first School Occupancy Readiness Date 	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 PGCPS Persons and ensure that the performance requirements of all Maintained Elements will be met at all times; (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 how the Proposer will collect and report data to PGCPS; (iv) Provide an example of a preventive maintenance schedule and an individual job plan; (v) Developer’s approach to the management of demand maintenance, 	5 pages

		<p>including emergencies and how response times and rectification periods will be met;</p> <p>(vi) energy management and administration of all utility services as part of a fully integrated and coordinated facilities management solution;</p> <p>(vii) the Proposer’s approach to ensure continual optimization of the performance and efficiency of energy consuming building systems to achieve the energy utilization targets in Exhibit W of the Project Agreement; and</p> <p>(viii) the Proposer’s approach to delivery of the roads, grounds, and landscape maintenance services of improved areas.</p>	
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 Article 25 of the Project Agreement and the remaining useful life requirements described in Exhibit Y of the Project Agreement.	2 pages
1.6.7.	Help Desk	<p>Describe and provide details of the Help Desk Services, as described in Exhibit W of the Project Agreement that will be provided, including:</p> <p>(ix) The proposed approach to deliver the Help Desk Services on a 24/7 basis, including back-up provisions</p> <p>(x) The hardware and software technology to be utilized and how it is integrated to the CMMS (if different than the CMMS);</p> <p>(xi) 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;</p> <p>(xii) How the Developer will track and monitor Response Times and Rectification of all Unavailability Events</p> <p>(xiii) How the Help Desk will interface with the delivery of PGCPS Retained Responsibilities.</p>	2 pages
1.6.8.	Life-Cycle Plan	<p>For each School, provide a preliminary draft Life-Cycle Plan including:</p> <p>(i) Describe and provide details of the approach and methodology to lifecycle building management, including a</p>	5 pages (excluding spreadsheets)

		<p>description of decision-making processes, business case analyses and technology tools;</p> <p>(ii) Describe the overall approach to optimization of design and construction quality, facility management services and life-cycle strategies;</p> <p>(iii) In Form F-5, provide a proposed annual Life Cycle projection for the assumed Term and provide details of the capital expenditures associated with the lifecycle / capital replacement plan;</p> <p>(iv) Describe and provide details of the approach to the development of the Life Cycle Plan required in Exhibit W (Services Requirements). Clearly identify the assumed asset life, strategy and replacement schedule for all types of plant and equipment for which the Developer is responsible. Proposers are responsible to determine the specific components and elements required to support their proposed approach, methodology and cost structure for life cycle replacement and refurbishment; and</p> <p>(v) Describe and provide details of how the Services Provider has influenced the proposed design for the School and in particular, how total Life Cycle costs have been optimized.</p>	
1.6.9	Training	Proposer should detail its proposed approach to initial and ongoing training of PGCPS staff regarding the maintenance of the Schools in accordance with the PGCPS Retained Responsibilities.	2 pages
1.6.10	Key Personnel	Proposer should identify and provide resumes (maximum 2 pages each) for the executive in charge of the Services, as well as for the key individuals identified in 1.6.3 (i) above.	6 pages

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SCHEDULE B-2: TECHNICAL PROPOSAL EVALUATION CRITERIA

1. GENERAL APPROACH

Following the Proposal responsiveness review described in Section 5.4.1. of this RFP, Proposals will be evaluated by the Selection Committee in accordance with the evaluation criteria set forth in Section 3 of Schedule B-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. of this RFP, for each Proposal being evaluated, the PGCPS Selection Committee will evaluate and assign score to each evaluation criterion.

As set forth in Section 5.5.1 of the RFP, Technical Proposal evaluation consists of seven major criteria categories, with associated subcriteria.

Technical Evaluation Content	Weighting
Part 1.2. – Organization & Project Management	40
Part 1.2a. – MBE/CBB and Local Community Benefits	35
Part 1.3. – Project Schedule	20
Part 1.4. – Design Approach & Commissioning	77
Part 1.5. – Construction Approach	58
Part 1.6. – Services Approach	70
Total	300

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

3. TECHNICAL PROPOSAL EVALUATION CRITERIA

Part 1.2. Organization & Project Management

The Selection Committee will assign up to 40 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:

- (i) demonstrates a clear understanding of PGCPS Project goals and key Project challenges and effectively ensure the achievement of PGCPS Project goals and objectives;
- (ii) identifies clear lines of responsibility, ownership and control, demonstrating clearly how the Developer will function organizationally and how it will coordinate and partner effectively with PGCPS;
- (iii) minimizes PGCPS risk, through risk mitigation, effective partnering, staffing, and a high level of coordination between the design, construction and facilities management elements;
- (iv) demonstrates an organization that is fully integrated throughout the Project delivery team and demonstrates how contractors, subcontractors and the supply chain will be integrated to effectively and successfully deliver on Project requirements;

- (v) provides a clear and reliable framework and plan for working with and coordinating Project Services with PGCPS and undertaking community outreach and engagement with other key stakeholders, such as School communities, neighborhoods, principals and others during diverse stages of the Project (the Design-Build Period and the Services Period); and
- (vi) includes highly qualified management Key Personnel that are sufficiently dedicated and available to the Project at the appropriate times.

Part 1.2(a): MBE/CBB and Local Community Benefits

The Selection Committee will assign up to 35 points to the Proposer’s MBE/CBB and Local Community Benefits 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 1.2(a) of the Proposal, including the Selection Committee’s assessment of the extent to which the Proposal:

- (i) provides a high probability that the Developer 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; and
- (ii) demonstrates a firm commitment to expanding opportunities for people who live and work in Prince George’s County via its proposed Community Investment 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

The Selection Committee will assign up to 20 points to the Proposer’s Project Schedule. A total of 3.33 points will be allocated for each School that has a Scheduled School Occupancy Readiness Date on July 15, 2023, assuming that PGCPS agrees that the construction schedule and associated contingencies for each is reasonable.

A total of 1.67 points will be allocated for each of the following schools that have a Scheduled School Occupancy Readiness Date on December 30, 2023, assuming that PGCPS agrees that the construction schedule and associated contingencies for each is reasonable:

- Kenmoor Middle School
- Walker Mill Middle School

Part 1.4. Design

The Selection Committee will assign up to 77 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 Section 1.4. and 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 design approach:

- (i) clearly explains the design philosophy, approach and concept, as well as benefits to PGCPS and PGCPS Persons;
- (ii) meets or exceeds Technical Requirements and provides for efficiently functioning Schools

- (iii) provide commitments in the design narratives to building materials and systems that deliver a high-quality and durable school that will provide high performance over the life cycle of the school;
- (iv) demonstrates Project reliability and durability beyond the minimum Technical Requirements;
- (v) reflects an integrated design process involving input from construction, maintenance and life-cycle asset management personnel and teams;
- (vi) allows for evolution in educational delivery with adaptability to accommodate new learning models and configurations;
- (vii) incorporates a quality Site Development Plan that contributes to the wellbeing of the students (including vehicular and pedestrian circulation, clear lines of sight to surround areas inside and outside the Schools)
- (viii) provides daylighting and views aimed to improve the overall attitude, satisfaction and well-being of PGCPS Persons, as well as enhance educational performance, reduce unfavorable conditions, and lower energy costs for each School;
- (ix) convey a distinct identity for each school within the overall interior and exterior design;
- (x) 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;
- (xi) 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 50+ years);
- (xii) Recognizes and supports sustainability, including sustainability as a learning tool, by incorporating sustainable design strategies that are easily apparent to students, staff and visitors and that can be incorporated into teaching (i.e., using school as a 3-D textbook illustrating sustainable design strategies); and
- (xiii) includes highly qualified Key Personnel during the Design phase that are sufficiently dedicated and available to the Project at the appropriate times.

Part 1.5. Construction

The Selection Committee will assign up to 58 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 Section 1.5. and 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 construction approach:

- (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 framework for integrated design finalization and fast-track construction and demonstrates a high likelihood of successfully meeting the Project Schedule;
- (iii) Demonstrates a strong commitment to quality assurance and quality management by providing plans and approaches for addressing integrated quality management during all

phases of the Design-Build Work, 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;

- (iv) 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;
- (v) 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, punchlists, tests and verification, O&M manuals, schedule, etc.). Emphasis should also be placed on the training of PGCPS staff for purposes of PGCPS responsibilities relating to the operations and maintenance of the Schools;
- (vi) includes highly qualified Key Personnel during the construction phase that are sufficiently dedicated and available to the Project at the appropriate times.

Part 1.6. Services

The Selection Committee will assign up to 70 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 Section 1.6. and 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 Services approach:

- (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;
- (ii) Assures that the Developer will be able to meet the Handback Requirements set forth in the Project Agreement;
- (iii) Provides draft Start-Up Plan and approaches that are clear, practical and enforceable, and provide a high probability of success, including a Services Quality Management Plan and Service Plan that reasonably demonstrate the capacity of the Developer to meet the required performance metrics;
- (iv) Demonstrates an organizational structure and staffing plan that is reliable and consistent with required response times and performance metrics;
 - (i) Sets out a clear and reliable framework for how Services will interface and be coordinated with PGCPS Retained Responsibilities in every area;
 - (v) Demonstrates Services will be effectively coordinated and delivered across multiple Schools simultaneously while ensuring compliance with prescribed response times and other performance metrics;
- (vi) 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 PGCPS Persons and ensure that the performance requirements of all Maintained Elements will be met at all times;
- (vii) Demonstrates how computerized maintenance management systems (“**CMMS**”) will be employed and how Scheduled Maintenance work will be planned, scheduled and monitored;
 - (viii) Provides for efficient data collection and meaningful reporting; and
 - (ix) Minimizes the potential for additional costs to PGCPS resulting for PGCPS retained risks and services.
 - (x) Includes highly qualified Key Personnel during the Services phase that are sufficiently dedicated and available to the Project at the appropriate times.

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Schedule C: Financial Proposal

SCHEDULE C-1: FINANCIAL PROPOSAL INSTRUCTIONS

1. GENERAL INSTRUCTIONS

The required contents and organization of the Financial Proposal are presented in this Schedule C-1 (*Financial Proposal Instructions*) 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 Exhibit 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 viable, evidencing sufficient support for the Project from Equity Members and/or Financing Members.

The Financial Proposal shall be organized in the order listed below and shall be clearly indexed and marked. The Proposer shall submit the Financial Proposal in accordance with the formatting requirements of Section 4.3.4 of this RFP. 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 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:

Services Period: Proposers must elect the term for the Services Period and shall make such election on Form F-2. The Services Period will begin on the first School Occupancy Readiness Date. Proposers must elect on Form F-2 the scheduled end date for the Services Period, which such end date may be either June 30, 2053 (eligible for selection only if all Scheduled School Occupancy Readiness Dates are July 15, 2023), June 30, 2054, June 30, 2055, June 30, 2056, June 30, 2057 or June 30, 2058 (eligible for selection only if all Scheduled School Occupancy Readiness Dates are July 15, 2024). All requirements regarding the Services, including the Handback Requirements, remain the same irrespective of the term selected.

Inflation: For forward projections, the Proposer must apply an inflation index of 2.25% to the SC, in accordance with Section 2.6.2 of this RFP.

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

Capital Structure: Proposers shall propose a capital structure based on their Indicative Financing Plan.

Equity IRR: The Proposer must propose a guaranteed maximum pre-tax equity IRR.

Benchmark Interest Rate: Proposers shall use the Benchmark Interest Rate approved by PGCPS.

Indicative Credit Spread: Proposers shall use the Indicative Credit Spread approved by PGCPS.

Other Financing Assumptions: Proposers shall use in their Financial Model their best estimate of all financing fees and costs (including but not limited to issuance costs, commitment fees, capitalized interest, reserve funding, contingent liabilities) related to their Indicative Financing Plan based on the level of financial due diligence done to date.

Capital Charge Escalation: Proposers can bid up to 1.5% in annual Capital Charge escalation, and the Proposer must use the percentage bid in Form F-3.

Service Charge: The Service Charge cannot exceed 40% of the Availability Payment in the first Contract Year that an Availability Payment is made. The Proposer must use the percentage bid in Form F-3.

Taxes: All price proposals will include all applicable taxes.

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4. **FINANCIAL PROPOSAL SUBMISSION REQUIREMENTS**

Section No.	Title	Submission Requirements	Page Limit
2.1.	Administrative Requirements		
2.1.1	Financial Proposal Submission Letter (proposal Form F-1)	Submit a fully executed and notarized Proposal Form F-1 (Financial Proposal Submission Letter). The Financial Proposal Submission Letter and all attachments thereto shall be signed by the duly designated Proposer 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 attachments: Attachment 1 – Certificates of authorization Attachment 2 – Statement justifying records marked as proprietary or trade secret (if applicable)	n/a
2.1.2	Financial Proposal Executive Summary	Each Proposer shall submit an overview of its Financial Proposal (not to exceed 5 pages), detailing, at a minimum, the following: <ul style="list-style-type: none"> • Overall structure of the Indicative Financing Plan; • Identification of equity sources and indicative debt financing sources; • Benefits to PGCPS of the proposed financing approach; • Key pricing elements (Indicative Availability Payment for the first Contract Year that an Availability Payment is made and the first Contract Year following Project Readiness, total assumed debt and equity financing, etc.); and • Description of the reasonableness and robustness of the proposed Financing Plan and approach. 	5 pages
2.2	Eliminated		
2.3	Confirmation of Financial Capacity		
2.3.1	Financial Capacity Information	<i>(i) Updated Financial Statements for Major Participants</i> (a) <i>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. 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.</i>	n/a

		<p>(b) <i>Each Proposal shall also include</i> interim unaudited statements for the above entities are to be provided for the period since the most recent completed fiscal year.</p> <p>(c) Proposers may provide financial statements via a secure link that is accessible by the PGCPS Representative and the Selection Committee.</p> <p><i>(ii) 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><i>(iii) 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 SOQs and those that are pending; or</p> <p>(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 public until the Financial Close occurs under the 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 period of performance of the Project development, 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. If financial statements indicate that expenses and losses exceed</p>	
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		<p>income in the fiscal periods between submission of the SOQ 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 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 of the affected entity; 4) A change in credit rating for the affected entity or parent corporation of the affected entity; 5) Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation 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 most recent completed fiscal years, the affected entity or the parent corporation of the affected entity either: <ol 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 200 positions 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). 	
2.4	Cost Proposal		
2.4.1	Cost Proposal	<p>Proposer shall complete and submit Proposal Form F-2 setting out its Cost Proposal in the prescribed format.</p> <p>These costs represent unconditional maximum costs that do not include financing costs.</p>	n/a

		Additional instructions are provided in Form F-2.	
2.4.2	Other Financial Information	Proposers should complete all tables in Forms F-3, F-4, F-5 and F-6.	

2.5	Financial Model		
	<p>The Proposer’s Financial Model, which generates an indicative Availability Payment stream based on the Proposer’s Indicative Financing Plan, shall be provided for review by PGCPS in the format specified in this section 2.5 of Schedule C-1. PGCPS will use the output of the Successful Proposer’s Financial Model to determine the maximum Availability Payment that the Board of Education will approve prior to the start of the Exclusive Negotiating Period. 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 and will then become the Initial Base Case Financial Model upon the Commercial Close Date under the Project Agreement.</p>		
2.5.1	<p>General and Structural Requirements</p>	<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 a semi-annual basis (for each period ending December 31 and June 30) from the Project Occupancy 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 2.4.5 (<i>Financial Model Instructions Book</i>) of this Exhibit C-1. For all macros, all programming code shall be made visible (i.e., not password protected), well-structured and fully documented. (d) Other than an optional title/disclaimer and/or instructions worksheet, the Financial Model shall use only the following three types of worksheets: <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, 	

		<p>except for simple formulae such as sums and check totals, performed here.</p> <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> <p>(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).</p> <p>(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).</p> <p>(iii) Values obtained from input worksheets should be clearly indicated (e.g., by color or label).</p> <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 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>	
2.5.2	Schedules	<p>The Financial Model must include and provide:</p> <p>(i) Assumption schedules</p> <p>(a) Accounting and federal, state and local tax assumptions pertaining to the Developer;</p> <p>(b) Design and construction work expenditures and other capital expenditures, including development and pursuit costs (including details of the anticipated construction “Scurve” on a monthly basis);</p> <p>(c) Insurance costs, based on the Proposer’s best estimate of the maximum insurance costs during the Design-Build Period and the Services Period.</p> <p>(d) Anticipated expenditures during the Services Period on a nominal basis, broken down between lifecycle and O&M costs, with O&M costs showing a sufficient level of detail to describe labor, equipment, materials, admin/overhead, developer compensation etc.;</p> <p>(e) Anticipated costs associated with the Community Investment Program;</p>	

		<ul style="list-style-type: none"> (f) All indicative financial metrics for debt and associated instruments, including Base Interest Rates and 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>(ii) 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. 	
2.5.3.	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 for its price proposal. This cost breakdown should include, at a minimum:</p> <ul style="list-style-type: none"> (i) breakdown of development costs (ii) breakdown of design and construction costs, (iii) breakdown of facilities management costs (iv) breakdown of life cycle and handback costs, (v) project administrative costs and (vi) any other operating or capital costs. 	
2.5.4.	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 final 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 a Financing 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 Financial Close Date; (vi) Annual debt service 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 Payments, 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 a semi-annual basis; (xii) Breakdown of Developer's revenues and costs; (xiii) Revenue and capital flows. 	
2.5.5.	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, assumptions regarding 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; 	

		<ul style="list-style-type: none"> (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 (g) All other assumptions that have been necessary in order to construct the Financial Model; and (h) The inputs data should be consistent with, and reconcile to, the Proposal Financial Model. 	
2.5.6	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 sensitivities:</p> <ul style="list-style-type: none"> (i) Interest rates: <ul style="list-style-type: none"> (a) A 0.5% reduction in the benchmark rates; (b) A 0.25% increase in the benchmark rate; (c) A 0.5% increase in the benchmark rate; (d) A 1% increase in the benchmark rate; and (e) A 1.5% increase in the benchmark rate. 	
2.6	Financing Plan		
	<p>The Proposal must provide an Indicative Financing Plan. While fully committed financing is not required, Proposers must provide this information as an indication of the structure that will be pursued during the Exclusive Negotiating Period and must use the associated assumptions in the Financial Model in order to provide PGCPS with an indicative Availability Payment should the Proposer become the Successful Proposer.</p>		
2.6.1	Financial Plan Narrative	<p>The Financial Plan Narrative must describe the Indicative Financing Plan and include the following information:</p> <ul style="list-style-type: none"> (i) Details of each planned source of financing and the proposed capital structure, including equity, quasi-equity, any construction or standby facilities, subordinated debt, permanent debt (identifying whether taxable or tax-exempt), variation facilities and internally generated funds (separated into interest earned on deposits, reserve accounts and third-party income). The financing plan must include a minimum of 5% of equity, quasi-equity, or subordinated debt at the time of Project Occupancy Readiness; (ii) High level financing terms (Benchmark Interest Rate and Indicative Credit Spread for debt facilities, debt tenor, presumed credit rating) (iii) The committed Equity IRR; 	

		<ul style="list-style-type: none"> (iv) Identification and credit status of each equity investor and the amount to be provided by each investor, including expected yields or returns; (v) If any equity or quasi-equity finance is to be raised from external sources, identify proposed sources and describe their current level of commitment to provide funding; (vi) Detailed plan for achieving Financial Close, including the process and detailed timeline of activities to arrange the financing after the Notice of Award. Such timeline must include dates for the following milestones: <ul style="list-style-type: none"> • Submission of Final Availability Payment Proposal • Commercial Close • Financial Close (vii) Description of how the Financing Plan will benefit PGCPS, particularly as it relates to achieving competitive pricing and minimizing the market risk being borne by PGCPS prior to Financial Close. 	
2.6.2	Term Sheets	<p>The Proposer must provide indicative term sheets, if available, for potential financing providers, including:</p> <ul style="list-style-type: none"> (i) The identity of the arranger, underwriter or lenders, as applicable; (ii) Type of financing facility; (iii) Purpose of facility; (iv) Availability period; (v) Amount of financing proposed; (vi) The drawdown schedule; (vii) Details of grace periods, including duration and contingency; (viii) Repayment or redemption schedules, maturity dates and prepayment terms (including make-whole clauses); (ix) Details of the performance security package to be provided by each of the Project contractors, including details of letters of credit or other security, bonding or guarantee requirements and costs (from either the parent or third parties); (x) Arrangement, underwriting, commitment, agency and all other fees; (xi) Interest rates (whether fixed or floating) specifying base rate, credit spreads and all margins and including any ratchet mechanism; (xii) Requirements for reserve accounts; (xiii) Any proposed hedging arrangements in respect of interest rates; 	

		<ul style="list-style-type: none"> (xiv) Events of default and other similar arrangements; (xv) Step-in arrangements consistent with the Project Agreement; (xvi) Conditions precedent; (xvii) Due diligence requirements; (xviii) Any other restrictions, requirements or conditions that may materially impact the Proposer’s ability to secure financing or drawdown on committed financing after Financial Close; (xix) If available, an indicative rating from one or more Rating Services; (xx) A configuration letter from the Proposer’s Financial Advisor stating that the Financing Plan is achievable, reasonable and robust; (xxi) Details of any working capital requirements and details of how those requirements will be met; (xxii) Details of any standby facilities provided to satisfy the requirements of the Project Agreement’ (xxiii) To the extent that other forms of finance, other than debt and equity, are to be used, the Proposer is to provide appropriate details equivalent to those requested above for equity and debt finance. 	
2.6.3	Equity Support Letters	<p>The Proposer must provide confirmation from each of its equity providers (or in the case of a tax-exempt structure, the financing member that commits to holding subordinated Project debt pursuant):</p> <ul style="list-style-type: none"> (i) That the equity provider or subordinated debt provider, as the case may be, has reviewed and approved the Proposal, including the Financing Plan set forth in Schedule C-1; (ii) That the equity provider or subordinated debt provider, as the case may be, is fully committed to providing the funding described in the Financing Plan, or such other amount as required to reach Financial Close, subject to final lender commitments and final negotiation of the Project Agreement. (iii) If guarantees are to be provided as part of the financing package, written confirmation by each shareholder’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; (iv) That the equity provider or subordinated debt provider, as the case may be, is committed to providing the funding at (or less than) the Equity IRR proposed in Form F-3; and 	

		(v) That the equity provider or subordinated debt provider, as the case may be, will make the funds available as described in the Financing Plan.	
2.6.4	Lenders	<p>Proposers must provide the following:</p> <ul style="list-style-type: none"> (i) Description of the debt facilities proposed by the Proposer, including the nature of the current level of commitment and expectations with regard to rated or non-rated debt. (ii) Identity of the proposed underwriter or placement agent if available. (iii) Identity of proposed lender(s), to the extent available. (iv) Letters of support (or commitment, if available) from lenders. (v) Description of the lender due diligence completed to the Proposal Due Date and the due diligence activities that remain to be completed prior to Financial Close. 	
2.6.5.	Refinancing	<p>The proposer must describe any plans for refinancing, if any. If a Proposer plans to refinance debt, the Proposer must provide full details, including assumptions with respect to:</p> <ul style="list-style-type: none"> (i) The structure and timing of refinancing; (ii) Interest rates; (iii) Margins; (iv) Timing of repayments; (v) Reserve accounts; and (vi) Coverage ratios. 	

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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. of this RFP, 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. of this RFP, for each Proposal being evaluated, the PGCPS Selection Committee will evaluate and assign a score to each evaluation criterion.

As set forth in Section 5.5.1 of the RFP, Financial Proposal evaluation consists of two major criteria categories, with associated subcriteria.

Financial Evaluation Content	Weighting
Part 2.4. – Cost Proposal	200
Part 2.6 – Financing Plan	100
Total	300

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

3. FINANCIAL PROPOSAL EVALUATION CRITERIA

Part 2.4. Cost Proposal

The Selection Committee will assign up to 200 points to the Proposer’s Cost Proposal in accordance with the process described in Section 5.5.2.

Part 2.6. Financing Plan

The Selection Committee will assign up to 100 points to the Proposer’s Financing Plan based on the Selection Committee’s judgment as to the merit, practicality, quality, strength and value of the Proposer’s Financing Plan submittal, including the Selection Committee’s assessment of:

- (i) The Selection Committee’s assessment of the reasonableness of the assumptions used in the Financial Plan Narrative, as substantiated through the information provided in 2.6.2, 2.6.3 and 2.6.4 of the Financing Plan, with a focus on the following assumptions:
 - The timeline to get to Financial Close;
 - The committed Equity IRR; and
 - The credit spread pricing and related substantiation.
- (ii) PGCPS’ assessment of the benefits of the Indicative Financing Plan as articulated by the Proposer, including but not limited to the following:
 - The competitiveness of the indicative pricing;
 - The process to be utilized to obtain competitive financing terms;

- The level of support or commitment evidenced by lenders through letters of support and level of due diligence completed;
 - The ability of the Indicative Financing Plan to mitigate PGCPS' retained financial market risk, including but not limited to: (i) the ability to lock in a credit spread, (ii) the timing of such credit spread lock, and (iii) the ability to reach Financial Close quickly in order to reduce the length of time that PGCPS will be exposed to interest rate risk.
- (iii) The Indicative Financing Plan's ability to generate an Availability Payment that meets PGCPS's affordability goals.

Schedule D: 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 Transmittal Letter
Proposal Form T-2:	Proposer Team Member List
Proposal Form T-3:	Relationship Disclosure Form
Proposal Form T-4:	Statement of Ownership
Proposal Form T-5:	Form of Letter of Credit
Proposal Form T-6:	Form of Bond Security
Proposal Form T-7:	Scheduled School Occupancy Readiness Dates
Proposal Form T-8:	[RESERVED]
Proposal Form T-9:	[RESERVED]
Proposal Form T-10:	Non-Collusion Certificate
Proposal Form T-11:	Anti-Bribery Affidavit
Proposal Form T-12:	MBE Forms
Proposal Form T-13:	[RESERVED]
Proposal Form T-14:	Debarment Affidavit
Proposal Form T-15:	Form of Exclusive Negotiating Agreement

2. Financial Proposal Forms

Proposal Form F-1:	Financial Proposal Transmittal Letter
Proposal Form F-2:	Cost Proposal
Proposal Form F-3:	Detailed Financial Model Information
Proposal Form F-4:	Capital Cost Breakdown
Proposal Form F-5:	Lifecycle Cost Breakdown
Proposal Form F-6:	O&M Cost Breakdown