

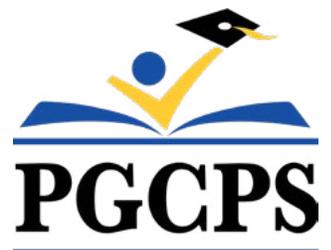
October 31, 2022

# REQUEST FOR QUALIFICATIONS

RFQ No. DCP001-23

## PUBLIC PRIVATE PARTNERSHIP FOR BLUEPRINT SCHOOLS PHASE II:

DESIGN, CONSTRUCTION, FINANCING AND MAINTENANCE OF SIX  
PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS



# PROCUREMENT SCHEDULE

Public Private Partnership for Blueprint Schools Phase II: Design, Construction, Financing and Maintenance of Six (6) schools for Prince George’s County Public Schools

## ISSUER: PRINCE GEORGE’S COUNTY PUBLIC SCHOOLS

RFQ Issuance	October 31, 2022
RFQ Question Deadline	November 11, 2022
Response to RFQ Questions	November 18, 2022
RFQ Response Submission Deadline	December 15, 2022
Notify Shortlisted Proposers and Issue RFP	No later than January 25, 2023

Official posting: <https://offices.pgcps.org/purchasing/bids.aspx>

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**SECTION I:  
INTRODUCTION &  
GENERAL INFORMATION**



### 1.1. INVITATION

Prince George’s County Public Schools (“PGCPS”) is issuing this Request for Qualifications (“RFQ”) to invite Respondents to demonstrate their qualifications, experience and capabilities to design, build, finance and maintain four (4) elementary and two (2) K-8 schools on behalf of PGCPS (the “Project”). This Request for Qualifications DCP001-23 (“RFQ”) is the first in a multi-step procurement process for the Project. After assessing Respondents’ eligibility and qualifications in accordance with the procedures and criteria established herein, PGCPS expects to identify a limited number of Final Proposers to invite to submit proposals for the Project pursuant to a Request for Proposals (“RFP”). PGCPS, and if applicable, Prince George’s County (the “County”) aims to enter into a long-term agreement (the “Project Agreement”) with a single entity selected as the Successful Proposer pursuant to the RFP for delivery of the Project.

Under no circumstances will this RFQ be construed as creating or establishing a partnership, joint venture, agency or employment relationship between PGCPS and any recipient of, or Respondent to, this RFQ. Any relationship between PGCPS and any entity which considers or participates in the solicitations process described herein will be governed exclusively by the Project Agreement.

### 1.2. PROCURING ENTITY

This procurement is being undertaken by PGCPS.

### 1.3. STAKEHOLDER ROLES AND RESPONSIBILITIES

In accordance with Md. Code Ann., Educ. § 4-126(e)(3)(ii), PGCPS, the County, the Interagency Commission on School Construction, and the Maryland Stadium Authority will enter into a four-party memorandum of understanding that will set forth the roles and responsibilities of each of the parties with respect to the Project and deposits into and from the Prince George’s County Public-Private Partnership Fund.

### 1.4. NO LIABILITY

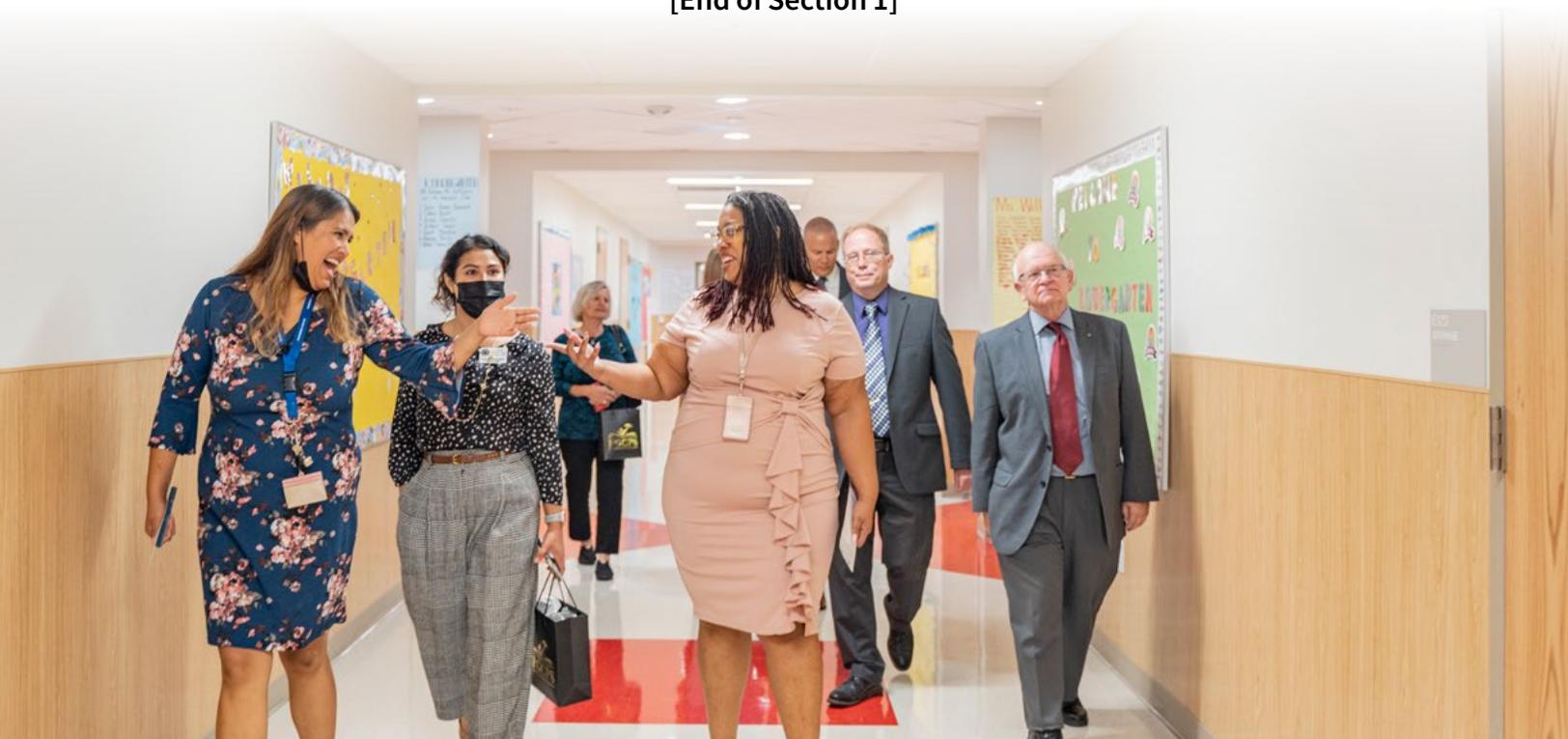
Neither PGCPSS, the County, nor any of their respective representatives, advisors or consultants make, or shall be deemed to have made, any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein or in any information otherwise provided, whether orally or in writing, other than such representations or warranties expressly stated as such in duly issued procurement documents or in an executed Project Agreement. Neither the receipt of this RFQ, nor any information contained herein or supplied herewith or subsequently communicated to any Person, whether orally or in writing, in connection with the Project involving PGCPSS, the County, or any of their representatives, advisors or consultants shall constitute, or be interpreted as constituting, the giving of financial, legal, technical or other advice.

The issuance of this RFQ does not constitute, and none of the information set forth herein constitutes, a formal offer to enter into a Project Agreement, nor does this RFQ obligate PGCPSS, the County, or any other entity to proceed with the procurement described herein.

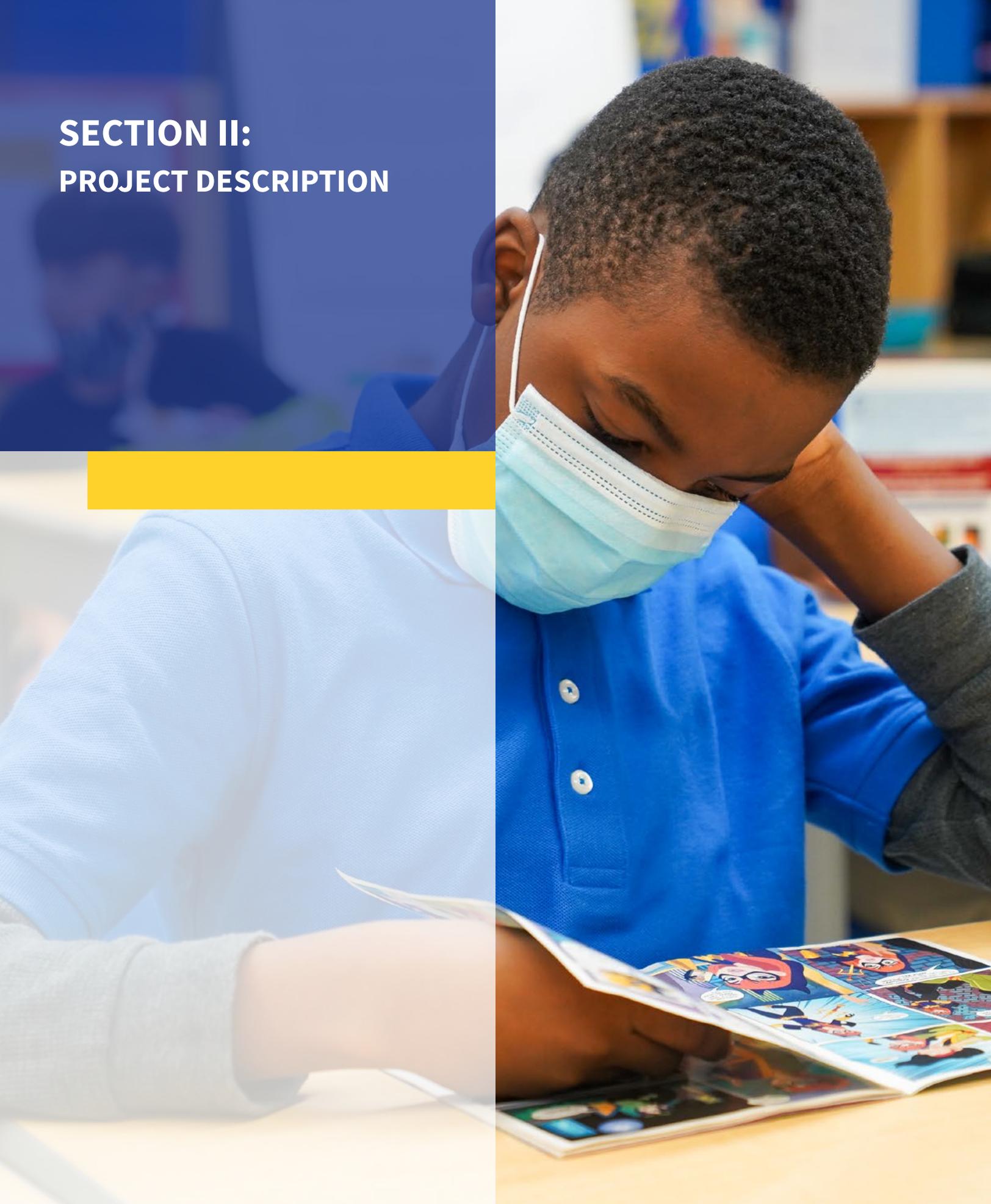
Neither PGCPSS, the County, nor any of their representatives, advisors or consultants shall be held liable or responsible, fiscally or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, and all such costs shall be borne solely by each Respondent.

This RFQ does not purport to contain all of the information that a Respondent may need or desire to make an investment decision. Respondents should conduct their own investigations and analysis of relevant information.

**[End of Section 1]**



**SECTION II:  
PROJECT DESCRIPTION**



## 2.1. BACKGROUND AND OBJECTIVES

### 2.1.1. Prince George’s County Public Schools

PGCPS serves the needs of public education in Prince George’s County, covering approximately 500 square miles, with an estimated residential population of more than 955,000. It is one of the nation’s 20 largest school districts. PGCPS currently has approximately 136,500 students, nearly 20,000 employees and an annual operating budget of approximately \$2.6 billion. In 2021-2022, PGCPS operated 208 schools and educational facilities.

### 2.1.2. Prince George’s County

Located in the heart of the Baltimore/Washington corridor, the County borders Washington D.C. and is 37 miles south of the city of Baltimore. Encompassing almost 500 square miles, the County has a vibrant economy and a sizeable and diverse tax base.

In 2022, Moody’s Investors Service confirmed its Aaa rating for Prince George’s County General Obligation Bonds, reaffirming the County’s stable outlook. The Aaa rating incorporates the County’s sizeable and diverse tax base located near the Baltimore-Washington metro area, above-average resident wealth levels, sound reserve position supported by comprehensive fiscal policies, above-average yet manageable debt that will increase given substantial capital improvement plans, and moderate pension liabilities.

The stable outlook reflects the likelihood that the County’s financial position will remain sound given management’s adherence to formal fiscal policies. The outlook also reflects future growth in the County’s base given ongoing commercial and residential development spurred by proximity to the District of Columbia, the institutional presence of federal entities and new economic growth generated from recent developments.



### 2.1.3. Background on PGCPs Facilities and Blueprint Schools

More than 50% of PGCPs' inventory is more than 40 years old. The vast majority of the County's school portfolio is at or near the end of their useful life-cycle and in need of significant repair and renovation. Additionally, PGCPs is currently facing acute overcrowding in its schools, exacerbating the need for the timely delivery of new and expanded facilities.

PGCPs continues to build upon the success of Phase 1 of the Blueprint Schools and has approved the FY 2023 Educational Facilities Master Plan ("EFMP") to address these critical infrastructure needs and foster a new era in the way PGCPs plans for the future. The EFMP now includes a comprehensive school by school schedule for modernizing schools, constructing new schools, reorganizing sixth grade to middle schools, and conducting planning studies to consider boundary changes and consolidations. The approved FY 2023 EFMP can be found at:

<https://offices.pgcps.org/capital-programs/capital-programs/cards/Educational-Facilities-Master-Plan/>

In 2015, a Master Plan Support Project, consisting of a Facility Condition Assessment and an Educational Adequacy study, revealed that PGCPs would need to spend a total of \$8.4 billion to bring all schools in the county to 21st century standards of building performance and educational adequacy; however, uncertainty regarding the timing and availability of funding, coupled with concerns about PGCPs' current institutional capacity to execute such a massive capital improvement project led PGCPs and the County to explore alternative finance and delivery options that will allow it to accelerate the delivery of critical school infrastructure, as authorized by Section 4-126, et seq., of the Education Article of the Annotated Code of Maryland.

To advance considerations of alternative construction financing options for a second phase of schools, in November 2021, the County Council of Prince George's County, Maryland ("County Council") approved Resolution CR-131-2021 establishing a Phase 2 P3 Alternative Financing School Infrastructure Work Group ("Work Group") for the purpose of evaluating and implementing a P3 procurement for the design, construction, financing and life-cycle maintenance of a designated package of schools ("Blueprint Schools Phase 2" or "Phase 2").

### 2.1.4. Objectives for Blueprint Schools Phase 2

PGCPS' Blueprint Schools Program uses an innovative approach to school construction financing through a collaborative public-private partnership model. In December 2020, PGCPS entered into a Project Agreement for the Design, Build, Finance, and Maintenance of Prince George's County Public Schools Alternative Construction Financing Package 1 with the Phase 1 selected developer (the "Phase 1 Project Agreement") to provide for the construction of the first six schools to be built under Blueprint Schools Program. The Phase 1 schools are scheduled to be ready for occupancy by fall 2023. More information about Phase 1, including the Phase 1 Project Agreement, is available at the [PGCPS Blueprint Schools website](#) and <https://pgcpsblueprintschools.com/>.

As a result of the success of Phase 1, and in accordance with its Comprehensive 20-year Education Facilities Master Plan approved for FY23, PGCPS seeks to accelerate the delivery of additional select public schools through the use of a public-private partnership, as authorized by Section 4-126, et seq., of the Education Article of the Annotated Code of Maryland. Under the most recent amendments to this statutory authority, the State of Maryland ("State") is also able to contribute funds towards this Project.

PGCPS, with financial support from the County and the State, aspires to use a Design-Build-Finance-Maintain ("DBFM") structure to deliver a package of six (6) schools in the timeliest and most cost-effective manner possible. The key objectives for Blueprint Schools Phase 2 include the following:

- **Timeline:** PGCPS aspires to accelerate delivery of a package of six (6) schools, thereby advancing public benefits. PGCPS anticipates requiring the Developer to finalize construction and commission the schools within a period not exceeding three years after financial close. PGCPS also intends to transfer schedule risk to the Developer by aligning payments to the availability of the Facilities.
- **Asset Stewardship / Life-Cycle Asset Management:** Given the criticality of educational facilities, PGCPS aims to ensure that the Facilities are maintained at prescribed standards over the life of the Project Agreement and have a useful life significantly longer than the term of the Project Agreement. PGCPS will hold the Developer accountable for life-cycle asset maintenance, with enforceable performance standards over the life of the asset that include availability payments being subject to deductions for performance shortfalls.
- **Cost-Effectiveness and Budget Predictability:** To protect taxpayer dollars, PGCPS aspires to take advantage of economies of scale by bundling multiple schools into a single package, while simultaneously taking advantage of life-cycle cost efficiencies through innovation and bundling of design and construction with long-term operations. Moreover, by locking-in life-cycle maintenance, PGCPS seeks to mitigate budget volatility triggered by emergency repairs resulting from deferred maintenance.
- **Community Benefits:** In addition to leveraging the Project to benefit public education, PGCPS intends for the Project to benefit the community by requiring the Developer to provide for minority and community equity investment, workforce development, mentor-protégé programs, apprenticeship programs, and other Minority Business Enterprise ("MBE") and Community-Based Business ("CBB") opportunities.

## 2.2. ANTICIPATED SCOPE AND TRANSACTION STRUCTURE

### 2.2.1. List of School Sites for Blueprint Schools Phase 2

The following schools and locations have been identified for Blueprint Schools Phase II (together, the “Schools Package”):

School Name	Address	Replaced Schools	Type of School	Estimated GSF
Margaret Brent Elementary School	5816 Lamont Terrace New Carrollton, Maryland 20784	<ul style="list-style-type: none"> <li>Margaret Brent Regional School</li> <li>Glenridge Elementary School</li> </ul>	Elementary	106,078 SF
James E. Duckworth Regional School	11201 Evans Trail Beltsville, Maryland 20705	<ul style="list-style-type: none"> <li>James E. Duckworth Regional School</li> <li>Calverton Elementary School*</li> <li>Beltsville Academy*</li> </ul>	Elementary	115,122 SF
Hyattsville Elementary School	5311 43rd Avenue Hyattsville, Maryland 20781	<ul style="list-style-type: none"> <li>Hyattsville Elementary School</li> </ul>	Elementary	82,488 SF
Springhill Lake Elementary School	6060 Springhill Drive Greenbelt, Maryland 20770	<ul style="list-style-type: none"> <li>Springhill Lake Elementary School</li> </ul>	Elementary	101,388 SF
Brandywine K-8 School	8000 Dyson Road Brandywine, Maryland 20613	<ul style="list-style-type: none"> <li>Gwynn Park Middle School</li> <li>Brandywine Elementary School</li> <li>Baden Elementary School</li> </ul>	K-8	239,120 SF
Robert Frost K-8 School	6419 85th Avenue Hyattsville, Maryland 20784	<ul style="list-style-type: none"> <li>Robert Frost Elementary School</li> <li>Charles Carroll Middle School</li> <li>Carrollton Elementary School</li> </ul>	K-8	251,148 SF

\* School will not be closed but rather re-boundaried to relieve overcrowding.

### 2.2.2. Project Agreement

PGCPS, and, if applicable, the County, intends to enter into a Project Agreement with the Developer to set forth the obligations of the parties with respect to the design, construction, financing, and maintenance of the Project. The term of the Project Agreement is anticipated to consist of a construction period (“Design-Build Period”) of approximately 3 years and a post-construction maintenance period (“Services Period”) of approximately 30 years.

PGCPS anticipates that Phase 2 will use a substantially similar commercial and financial structure as Phase 1. Respondents are encouraged to review the Phase 1 Project Agreement to obtain familiarity with PGCPS’ expectations with respect to transaction structure and expected roles and responsibilities of PGCPS and the Developer.

PGCPS plans to critically assess the Phase 1 Project Agreement and will propose, in its sole discretion, any modifications for Phase 2 based on PGCPS’ experiences with Phase 1 and as PGCPS deems necessary or appropriate to conform to this Project. PGCPS will also entertain and, in its sole discretion, consider feedback on the Project Agreement from the Final Proposers during the RFP process.

Respondents should be aware that PGCPS does not currently expect to entertain modifications to the following key terms and conditions presented in the Phase 1 Project Agreement:

- PGCPS anticipates utilizing a similar payment structure as used in Phase 1 for this Project, including providing prepaid availability payments after school occupancy readiness has been achieved for a school and monthly availability payments. [See Section 14.3 (Milestone Payment) and Section 14.4 (Availability Payments) of the Phase 1 Project Agreement for additional detail.]
- The monthly availability payment may increase due to itemized extraordinary items or decrease due to itemized extraordinary items, including deductions due to the Developer’s performance (or lack thereof). PGCPS is eligible to defer paying additional payments in excess of a certain amount, and PGCPS will defer off-setting certain amounts in excess of a baseline on a monthly basis. [See Section 14.4.3.1 (Limit on Monthly Availability Payment Adjustments), Section 14.4.3.2 (NA Charges Cap), Section 14.7 (Quarterly Net Adjustments Report), and Section 14.9 (PGCPS Right of Set-Off) of the Phase 1 Project Agreement for additional detail.]
- To the extent unanticipated payments are due from PGCPS, PGCPS may elect, in its sole discretion, to pay such amounts (a) as a non-deferred lump sum payment, to the extent permitted by applicable law; (b) as progress payments invoiced as work is completed; (c) as a deferred lump sum payment or periodic payment over the term; or (d) as an adjustment to the availability payment over the term. If PGCPS elects to compensate the Developer in whole or in part using methods (c) or (d), the Developer must use diligent efforts to obtain the requisite funding. If, despite such diligent efforts, the Developer is unable to obtain such financing (or proposed financing is not approved by PGCPS), then PGCPS and the Developer shall use good faith efforts to negotiate a mutually acceptable Developer provided debt financing solution. To the extent that is not successful, the Developer may finance the applicable effort and related costs with equity at a financing cost that is not higher than the original equity IRR. To the extent the Developer is unable or unwilling to provide additional equity, PGCPS will compensate the Developer on a deferred basis with interest, subject to any monthly caps. [See Section 14.14.3 (PGCPS Payment Methods) Section 14.14.5 (Deferral of Compensation), Section 14.14.6 (Restoration of

## SECTION II: PROJECT DESCRIPTION

Financial Balance for Deferral of Compensation), and Section 14.14.8 (Timing of Deferred Lump Sum and Periodic Payments) of the Phase 1 Project Agreement for additional detail.]

- PGCPs will claim certain financial penalties for failure to achieve the required MBE and CBB participation requirements, late delivery of schools, and deductions related to the performance of services (or lack thereof). [See Section 19.16 (PGCPs Liquidated Damage Rights) and Section 10.5 (Late Delivery Damages) of the Phase 1 Project Agreement for additional detail.]

In the event of the early termination of the Project Agreement, PGCPs may elect, in its sole discretion, to pay any termination compensation owed to the Developer either as a lump sum amount or as a recurring termination payment which, unless agreed otherwise by PGCPs in its sole discretion, will not exceed the amount of the availability payment PGCPs would have paid during such year absent the early termination of the Project Agreement. [See Section 19.14 (Termination Compensation Process) and Exhibit Z (Calculation of Termination Compensation) of the Phase 1 Project Agreement for additional detail.] MBE and CBB participation requirements and penalties for non-compliance will be included similar to those contained in Phase 1 [see Section 4.7 (Use of Minority Business Enterprises and County Based Businesses) of the Phase 1 Project Agreement for additional detail], as well as new terms relating to the MBE / Community Equity requirements described in Section 6.2.4 of this RFQ.

The proposed form of the Project Agreement for Phase 2 will be included in the RFP.

### **2.2.3. Design & Construction Scope**

The Developer will design and construct the Project in accordance with the program and technical specifications set forth in the RFP, the Project Agreement, and in compliance with applicable laws, regulations and policies (in the event of a conflict between the RFP and the Project Agreement, the terms of the Project Agreement will control). During the Design-Build Period, PGCPs will maintain full responsibility for PGCPs school operations, such as swing space. The Developer shall be required to undertake all typical design and construction responsibilities, such as overall project management, engineering studies and project design, permitting and development activities, design finalization, construction, subcontracting, commissioning, testing, etc., all in accordance with the terms and conditions of the Project Agreement.

### **2.2.4. Financing Scope**

The Developer will be solely responsible for providing all necessary financing for the Project.

### **2.2.5. Services Scope**

The Developer shall be responsible for major maintenance of the Facilities (the “Services”) and will perform such maintenance in accordance with the technical requirements set forth in the Project Agreement, as well as with applicable laws, regulations and policies. The scope of the Services work will include life-cycle maintenance of critical elements constructed and/or installed by the Developer, as well as any other elements identified in the Project Agreement.

The following will remain the responsibility of PGCPs:

1. Custodial services;
2. Decoration of interior walls, including installation of decoration fixtures;
3. Waste management and recycling services;

4. Security and surveillance services;
5. Long-term space planning services;
6. Material management and storage (excluding materials required to perform Services required in the Project Agreement);
7. Information technology and telephone systems;
8. Occupant support services, such as arranging for seating, bleachers, or desks, moving furniture, or supplying teaching aids and equipment;
9. Replacement of Moveable FF&E, to be defined in the Project Agreement; and
10. Snow plowing and clearing of snow.
11. Capital/space planning services;
12. Material management and stores (excluding materials required to perform Maintenance Scope);
13. Information management;
14. Replacement of Moveable FF&E, to be defined in the Project Agreement; and
15. Snow removal.

### **2.2.6. Handback Requirements**

The Developer will 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.

### **2.2.7. Compensation Structure**

Subject to the terms and conditions set forth in the Project Agreement, the Developer will be compensated through availability payments, which will be subject to deductions for defined performance shortfalls.

PGCPS expects that PGCPS, the County, and the State will contribute funding for availability payments as follows:

- \$25M annually from the State;
- Up to \$10M annually from the County; and
- Up to \$15M annually from PGCPS.

Funding for availability payment escalation will be borne by PGCPS.

PGCPS is giving consideration to prepaid availability payments due upon the completion of project construction milestones; detail as to the amount and timing of any such payments will be further defined in the RFP.

### **2.2.8. Modifications to Scope & Transaction Structure**

As described above, PGCPS anticipates that Phase 2 will use a substantially similar commercial and financial structure to Phase 1. The information regarding the anticipated scope and transaction structure set forth herein reflects PGCPS' envisioned scope and structure as of the date of issuance of this RFQ. PGCPS reserves the right to modify the proposed transaction structure and/or Project scope in its sole discretion. PGCPS will communicate any modifications made during the Procurement Process in accordance with Section 3.4 (Questions and Requests for Clarification).

### 2.2.9. Local Contracting and the Use of MBE and CBB Firms

The County and PGCPs are committed to creating and maintaining a competitive and balanced economic environment for local and minority business enterprises by providing equal access to qualified and certified businesses to participate in local procurement opportunities. The goal of the County and PGCPs is to promote the growth and success of minority and County based businesses and to increase the percentage of procurement dollars flowing to minority and local businesses.

To this end, PGCPs will require the Developer to ensure no less than thirty percent (30%) of the Project in each of the Design-Build Period and Services Period to be delivered pursuant to subcontracts with certified Minority Business Enterprises (“MBEs”) and no less than twenty percent (20%) of the Project in each of the Design-Build Period and Services Period to be delivered pursuant to subcontracts with County Based Businesses (“CBBs”). The Developer will only be credited towards this minimum quantitative requirement for funds disbursed to MBE and CBB companies that perform a commercially useful function. Commercially useful functions are defined as when an MBE or CBB:

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

Although PGCPs does not require Respondents to identify in their RFQ Response specific local and minority business enterprise subcontractors, these requirements should be considered by Respondents when developing their organizational approach. Amongst others, opportunities for CBB and MBE participation may include accounting and legal; architecture & engineering services; bonding and insurance; permit expediting and construction management; site work, including excavating and hauling, concrete and foundations; welding, electrical, plumbing, window and door installation, drywall, painting, carpeting, tiling and interior design; asphalt and landscaping; property and program management; information technology services; supply of furniture, fixtures, and equipment; and signage, marketing, maintenance and cleaning.

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.

MBE and CBB firms will not be subject to exclusivity arrangements with individual Respondents (see Section 3.5.3 (Exclusivity)).

### **2.2.10. Minority Business Enterprise and Prince George’s County Resident Equity Investment Requirements**

In addition to positively impacting children’s lives with the new schools, Phase 2 of Blueprint Schools is an investment opportunity for MBEs, CBBs, and Prince George’s County residents. As part of Blueprint Schools Phase 2, PGCPs will require the following:

- The Developer shall partner with one or more MBEs to invest equity equivalent to no less than 20% of the overall equity in the Project. PGCPs strives to provide a fair and level playing field for MBEs by providing an opportunity for underrepresented entities to participate in the Project.
- In addition to the required MBE equity investment, the Developer shall facilitate and utilize a Community Investment Program which allows residents of Prince George’s County to invest in the Project at an aggregate level of 10% of the overall equity in the Project. The Community Investment Program aims to provide local residents and businesses access to investment opportunities in the Project. The program requires that the Developer allow individual unaccredited residents of Prince George’s County and small businesses registered within Prince George’s County to invest in the Project Special Purpose Vehicle (“SPV”) established to finance the Project. The terms of the investment will be determined by the Developer and detailed in the Final Proposal submitted under the RFP. The offering of the securities will be sold to the community investors pursuant to applicable securities laws, such as Regulation Crowdfunding (“Reg CF”), where unaccredited investors are allowed to purchase securities through online platforms. If the full 10% cannot be raised through the public offering, the remaining amount must be offered to the MBE Equity Members as additional equity investment in the Project. If the MBE Equity Members cannot fund the remaining amount, the other Equity Members may then contribute additional equity to fulfil the remaining Community Investment Program equity requirement for the Project.

**[End of Section 2]**

**SECTION III:  
PROCUREMENT  
REQUIREMENTS AND  
PROTOCOL**



### 3.1. PROCUREMENT PROCESS

PGCPS intends to follow a two-stage RFQ/RFP procurement process to select a Successful Proposer to design, build, finance and maintain the Project in accordance with the terms and conditions set forth in the Project Agreement.

#### 3.1.1. Request for Qualifications

The first stage commences with the issuance of this RFQ to solicit RFQ Responses, which PGCPS will evaluate to identify which Respondents are the most qualified to move onto the RFP stage. PGCPS intends to shortlist three (3) Respondents (“Final Proposers”) to advance to the RFP stage; however, PGCPS may, in its sole discretion, increase or decrease this number.

#### 3.1.2. Request for Proposals

The second stage will commence when PGCPS issues an RFP to the Final Proposers. The RFP stage will include a design competition, negotiation of the Project Agreement, and the development of Final Proposals. During this period, the Final Proposers will complete conceptual designs in accordance with RFP guidelines for three (3) Prototype Schools and Site Plans for all six (6) schools in the Schools Package. Final Proposers will be required to submit interim design submittals and participate in design charrettes with PGCPS prior to the submission of their Final Proposal. During this period, PGCPS will negotiate Project Agreement terms with each Final Proposer so that all terms are substantially negotiated at the time PGCPS selects a Successful Proposer. PGCPS will evaluate each Final Proposal in accordance with the evaluation criteria set forth in the RFP. Based on PGCPS’ evaluation, PGCPS will select the Successful Proposer to serve as the Developer. PGCPS anticipates that it will pay each Final Proposer who is not selected as the Successful Proposer a stipend of up to \$500,000 based on certain milestones that may be achieved during the RFP response period, such as the submission of interim design packages and the Final Proposal. These milestones will be further defined in the RFP and memorialized in an executed stipend agreement between each Final Proposer and PGCPS.

As part of their Final Proposal, Final Proposers will be required to submit a financial proposal that provides guaranteed fixed pricing for all construction soft costs, pre-development costs, development fees, any miscellaneous service fees, and the Services Charge, or the portion of the availability payment to be paid to the Developer for providing the Services. Final Proposers will also submit a hard cost amount that can be provided within the affordability limit established for the Project, which is anticipated to be up to \$50 million (the “Affordability Limit”) for the first-year availability payment. In addition, the Final Proposers will need to provide indicative pricing from the Lead General Contractor based on the conceptual designs.

An award of the Project will be made on a best value basis by evaluating the technical and financial proposals. After the award of the Project, the Successful Proposer will advance design to a point that a Guaranteed Maximum Price (“GMP”) can be secured. The hard costs will be bid to Subcontractors, and PGCPS and its representatives will review all Subcontractor bids as part of an open book process. The GMP must be secured by March 15, 2024. After establishing the GMP, PGCPS and the Successful Proposer will proceed to commercial and financial close.

### 3.2. ANTICIPATED PROCUREMENT TIMELINE

Although not binding, the following timetable outlines the anticipated procurement schedule for the Project. The timing and sequence of events resulting from this RFQ may vary and shall ultimately be determined by PGcps, in its sole discretion.

RFQ	
Issue RFQ	October 31, 2022
RFQ Question Deadline	November 11, 2022
Response to RFQ Questions	November 18, 2022
RFQ Response Submission Deadline	December 15, 2022
Respondent interviews (if held)	January 5-6, 2023
RFP: Final Proposers	
Final Proposers notified	No later than January 25, 2023
Final Proposals due	June 29, 2023
Select Successful Proposer	No later than August 15, 2023

### 3.3. NO OBLIGATION

PGcps reserves the right to modify or terminate this solicitation at any stage if it determines this action to be in its best interest. The receipt of RFQ Responses, Final Proposals, or other documents at any stage of either the RFQ or RFP process will in no way obligate PGcps to proceed with the procurement or enter into any contract of any kind with any party, with the exception of any stipend owed to Final Proposers pursuant to a written agreement executed by PGcps and the applicable Final Proposer(s).

### 3.4. QUESTIONS AND REQUESTS FOR CLARIFICATION

Respondents requesting additional information or desiring clarifications with regard to this RFQ must present a written request for additional information to PGcps.

A written request for additional information or clarification must be submitted to PGcps by email at the following address: [bpschools.phase2@pgcps.org](mailto:bpschools.phase2@pgcps.org). Please reference “RFQ No. DCP001-23 PGcps Blueprint Schools Phase 2” in the subject line. PGcps strongly encourages Respondents to consider relevance, brevity and clarity when submitting comments or questions. Requests for clarification must be submitted in an editable format, such as Microsoft Excel.

To be given consideration, any such comment, question or request for additional information or clarification must be received by PGcps no later than **2:00 p.m. ET on November 11, 2022**. PGcps will not respond to any comments, questions or requests for clarification that are received after the November 11, 2022 submission deadline. Respondents are encouraged to submit their questions as and when they are ready for submission.

PGCPS will attempt to address all substantive questions, providing written responses via addenda no later than November 18, 2022. Each interpretation or correction, as well as any additional RFQ provision or amendment that PGCPS may decide to include, will be posted on <https://offices.pgcps.org/purchasing/bids.aspx> and [eMaryland Marketplace Advantage](#) (“eMMA”) under the following code: 72121406. Respondents are solely and exclusively responsible for checking these sites for updates.

Any clarification, addendum or amendment issued by PGCPS will be incorporated by reference into this RFQ and must be taken into account by each Respondent in preparation of its response. Only written notices duly issued by PGCPS shall constitute binding revisions to this RFQ.

Respondents may only direct questions in writing and any attempt to arrange individual meetings with PGCPS staff, board members, advisors, contractors, vendors or any other relevant official to discuss this RFQ during the Procurement Process may result in the disqualification of the Respondent. Respondents are advised that no oral interpretation, information or instruction by any officer, employee or advisor of PGCPS related to this procurement shall be binding.

### **3.5. TEAMING AND REPRESENTATION**

#### **3.5.1. Right to Form Consortia**

For purposes of this procurement and the subsequent execution of any contractual agreements, an individual or company, together with other individuals and/or companies, may form a consortium or team that shall serve as a Respondent to the RFQ, and if ultimately shortlisted, a Final Proposer to the RFP.

#### **3.5.2. Respondent Team Members**

PGCPS is seeking Respondent teams that consist of one or more Equity Members, including one or more MBE Equity Members, the Lead Architect, the Lead General Contractor, the Lead Services Provider, and one or more Guarantors (if applicable).

#### **3.5.3. Exclusivity**

To ensure a fair and competitive process, Major Participants, with the exception of MBE Equity Members and Services Providers, are prohibited from participating, in any capacity, on more than one Respondent team during the course of the Procurement Process. A violation of this rule may cause the immediate disqualification of the Respondents sharing any Major Participants, as well as of the individual and/or firm(s) involved.

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

#### **3.5.4. Leader Designation and Registered Representative**

In their RFQ Response, each Respondent shall identify the Registered Representative for the Respondent, who shall be a legally authorized representative of the Respondent or the Respondent’s Lead Member. In

the event a Respondent is a consortium, the Respondent should designate one of its members as the team leader (“Lead Member”). The Lead Member shall act as the contact point for the Respondent and shall be authorized by all other Consortium members to act on their behalf for purposes of the procurement.

### 3.5.5. Changes in Organization

Respondents may add, delete or substitute Respondent team members and reorganize their team during the Procurement Process, unless that change would result in a Conflict of Interest; provided, however, that following submittal of the RFQ Responses, Respondents are prohibited from the following without PGCPs’ prior written consent:

1. Deleting, substituting or changing the composition of any Major Participant (as defined herein) identified in its RFQ Response, or changing the role or scope of work of such Major Participant; or
2. Otherwise reorganizing its Respondent team to the extent that such reorganization would render the organizational charts and descriptions provided in their RFQ Response inaccurate or incomplete

(each an “Organizational Change”).

If, during the RFP stage, a Final Proposer wishes to make any such Organizational Change, a Final Proposer must submit to PGCPs a description of the proposed change and any relevant documentation related to the change.

While PGCPs reserves the right to withhold its consent to any Organizational Change in its sole 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:

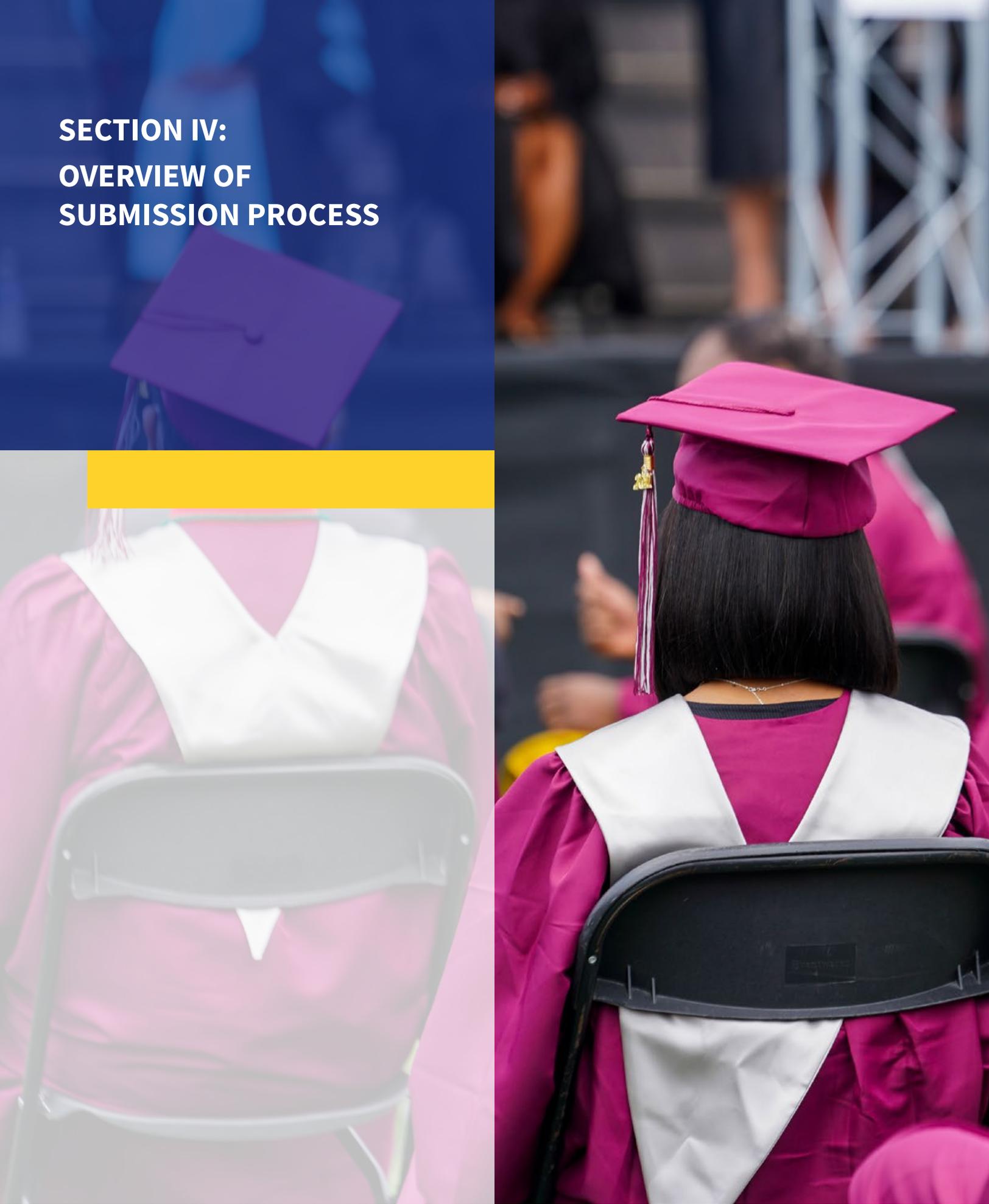
1. Render the Final Proposer less qualified than the Respondent originally selected as a Final Proposer in a way that would have had an adverse effect on the evaluation of the Respondent’s RFQ Response;
2. Result in any Conflict of Interest; or
3. Cause the Respondent or Final Proposer to be in violation of another provision of this RFQ or the RFP, as applicable.

### 3.6. Rules of Conduct

Respondents are expected to conduct themselves with professional integrity and shall refrain from all activities aimed at influencing decisions related to the Project, the RFQ, or the Procurement Process. Any substantiated allegation that a Respondent or any employee, member, agent, consultant, advisor, representative, promoter, or advocate of the Respondent or any of its team members has engaged in prohibited communications or attempted to unduly influence the Procurement Process may be cause for PGCPs to disqualify the Respondent, or to disqualify the Respondent, its team members, and/or any employee, member, agent, consultant, advisor, representative, promoter, or advocate of such Respondent or team member, from participating with the Respondent, in each case, in the absolute discretion of PGCPs.

**[End of Section 3]**

**SECTION IV:  
OVERVIEW OF  
SUBMISSION PROCESS**



### 4.1. GENERAL

PGCPS expects RFQ Responses to:

1. Outline, in general terms, the Respondent's qualifications and experience required for the successful financing, design, construction, and maintenance of the Project;
2. Demonstrate the financial capacity of Major Participants who submitted financial statements;
3. Demonstrate the Equity Members' qualifications, experience, and capabilities in managing architects, general contractors, and services providers under a DBFM/DBFOM availability payment structure;
4. Provide the Respondent's approach to certain key elements of the Project as outlined in this RFQ; and
5. Provide enough information about the requested items to allow PGCPS to evaluate the Respondents and determine which Respondents are most qualified to submit a Proposal based on the criteria set forth in this RFQ.

PGCPS will not be responsible for errors, omissions, inaccuracies or incomplete statements in an RFQ Response. Please see the Section V (Submission Requirements) for a full statement of submittal requirements.

### 4.2. FORM AND CONTENT OF THE RESPONSE

#### 4.2.1. Contents

Respondents must include all information stipulated in the RFQ, using the forms provided and as set out in the attached appendices. Responses should follow the format outlined herein. RFQ Responses should be prepared simply and economically, providing a straightforward and concise description of the Respondent's relevant experience and qualifications. In order to ensure a uniform review process and to obtain the maximum degree of comparability, the RFQ Response should be organized in accordance with the following:

1. Part 1 – General Information
2. Part 2 – Organization and Management
3. Part 3 – MBE/CBB Participation Approach and Community Benefits Approach
4. Part 4 – Technical Experience and Capabilities
5. Part 5 – Financial Capabilities and Experience
6. Part 6 – Financial Information

The RFQ Response shall be sub-divided to correspond to the parts and section numbering set out in the relevant submittal requirements set forth in Section V (Submission Requirements). Relevant Forms are set out in Appendix B (Forms).

### 4.2.2. Additional Materials

Respondents must not submit information that is not required by this RFQ. Respondents should develop RFQ Responses to address the Project-specific submittal requirements and should not submit standard corporate brochures, awards, licenses and marketing materials in an RFQ Response, although reference can be made to awards and licenses where relevant.

## 4.3. DELIVERY

### 4.3.1. Copies and Marking of Responses

All responses must be submitted electronically through eMMA. This RFQ will be posted to eMMA under the following code: 72121406. Digital copies of the RFQ Response must be submitted in PDF (searchable) format, with one file each for each of the Parts 1, 2, 3, 4, 5, and 6 and with bookmarks for each section within each file. Completed Forms 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. Proposers must also submit two (2) USB drives containing their electronic RFQ Response as further specified in this Section 4.3.

### 4.3.2. Delivery Location for USB Drives

Two (2) USB drives, each containing an electronic RFQ Response, must either be delivered by hand or sent to Prince George's County Public Schools Contracting Office through U.S. mail or available commercial courier services to the following address:

**ATTN: De'Nerika Johnson**  
**Department of Purchasing and Supply Services**  
**13300 Old Marlboro Pike, Room 20**  
**Upper Marlboro, MD 20772**

### 4.3.3. RFQ Response Submission Deadline

PGCPS must be in receipt of the digital submission and USB drives of Respondent's RFQ Response by 2:00 P.M. ET on December 15, 2022. Each Respondent 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 RFQ Response. It is the Respondent's sole responsibility to ensure delivery of its RFQ Response at the time and place specified herein, and PGCPS will have no liability or responsibility therefore. Any submission of the RFQ Response that PGCPS receives after the RFQ Response Submission Deadline will be rejected. Hand delivery or commercial courier is strongly recommended over the U.S. Mail.

### **4.3.4. Formatting & Page Limits**

#### ***4.3.4.1. Formatting***

Proposals must be prepared so that they may be printed on 8 ½" by 11" sized white paper and bound. Printable 11" by 17" pages are allowed for schematics, organizational charts, and other drawings or schedules, but not for narrative text. The font size must be no smaller than 11-point font, except for tables, graphics and figures, which may be prepared using 9-point font as long as it is still clearly legible. Graphics shall not consist of text only. Printed lines may be single-spaced.

#### ***4.3.4.2. Page Limits***

Respondents are encouraged to be succinct, to the extent possible, and comply with any page limits and other limits, if applicable, set out in Section V (Submission Requirements). Page limits and other limits are maximum limits and do not need to be reached for each item indicated but should not be exceeded. PGCPS may, in its discretion, reject pages that exceed the page limits or that fail to follow the content or format instructions outlined in this RFQ.

#### ***4.3.4.3. Signatures***

Respondents may provide electronic signatures in their RFQ Responses.

**[End of Section 4]**

**SECTION V:  
SUBMISSION  
REQUIREMENTS**



## SECTION V: SUBMISSION REQUIREMENTS

### 5.1. GENERAL INFORMATION

Part 1 of the RFQ Response shall contain the following:

Section	Submittal Requirement	Page limit
1.1	<p><b>Completed Form A (Submittal Letter)</b></p> <p>Provide a completed Submittal Letter in the form of Form A (Submittal Letter) in accordance with the instructions on the Form.</p> <p>The Submittal Letter must be signed by the Registered Representative of the Respondent. The signatory must be authorized to sign such material and to commit the Respondent on behalf of all Major Participants.</p>	n/a
1.2	<p><b>Executive Summary</b></p> <p>A written narrative that should:</p> <ol style="list-style-type: none"> <li>1. Contain sufficient information for reviewers with technical and non-technical backgrounds to become familiar with the key elements of the Respondent's RFQ Response;</li> <li>2. Identify each Major Participant and briefly describe the role and qualifications of each Major Participant, and its experience in performing comparable projects;</li> <li>3. Explain why the Respondent's team should be shortlisted as a Final Proposer; and</li> <li>4. Describe the Respondent team's prior experience working together on comparable projects.</li> </ol>	5
1.3	<p><b>Completed Form B (Certifications)</b></p> <p><b>For each Major Participant</b>, provide a completed Form B (Certifications) in accordance with the instructions on the Form.</p>	n/a
1.4	<p><b>Completed Form C (Legal Disclosures)</b></p> <p><b>For each Major Participant</b>, provide a completed Form C (Legal Disclosures) in accordance with the instructions on the Form.</p>	n/a
1.5	<p><b>Completed Form D (Request for Confidentiality / Proprietary Information)</b></p> <p>Provide a completed Form D (Request for Confidentiality / Proprietary Information) in accordance with the instructions on the Form.</p>	n/a
1.6	<p><b>Completed Form J (Statutory Affidavit and Non-Collusion Certification)</b></p> <p><b>For each Major Participant</b>, provide a completed Form J (Statutory Affidavit and Non-Collusion Certification) in accordance with the instructions on the Form.</p>	n/a

## SECTION V: SUBMISSION REQUIREMENTS

Section	Submittal Requirement	Page limit
1.7	<b>Completed Form K (State of Maryland Tax Certification)</b> <b>For each Major Participant,</b> provide a completed Form K (State of Maryland Tax Certification) in accordance with the instructions on the Form.	n/a
1.8	<b>Completed Form L (Non-Collusion Certificate)</b> <b>For each Major Participant,</b> provide a completed Form L (Non-Collusion Certificate) in accordance with the instructions on the Form.	n/a
1.9	<b>Completed Form M (Debarment Affidavit)</b> <b>For each Major Participant,</b> provide a completed Form M (Debarment Affidavit) in accordance with the instructions on the Form.	n/a
1.10	<b>Completed Form N (Certificate of Insurance Coverage)</b> <b>For each Major Participant,</b> provide a completed Form N (Certificate of Insurance Coverage) in accordance with the instructions on the Form.	n/a
1.11	<b>Completed Form O (MBE)</b> Provide a completed Form O (MBE) in accordance with the instructions on the Form.	n/a
1.12	<b>Completed Form P (Vendor Conflict of Interest Disclosure Form)</b> For each Major Participant, provide a completed Form P (Vendor Conflict of Interest Disclosure Form) in accordance with the instructions on the Form.	n/a

**[End of Submittal Requirements for Part 1]**

## 5.2. ORGANIZATION AND MANAGEMENT

Part 2 of the RFQ Response shall contain the following:

Section	Submittal Requirement	Page limit
2.1	<p><b>Team Structure</b></p> <p>Explain the proposed organizational structure of the Respondent and the role of each Respondent team member. Provide an organizational structure chart identifying the Respondent's organization, including at a minimum each Major Participant, Key Management Personnel, Key Design-Build Personnel, and Key Services Personnel. The team structure should identify each firm that is a member of the Respondent, including but not limited to joint venture partners, consultants, and legal advisors. Consideration should also be given to activities and responsibilities that will likely be outsourced to CBBs and/or MBEs.</p>	2
2.2	<p><b>Completed Form E (Major Participant Information)</b></p> <p><b>For each Major Participant</b>, provide a completed Form E (Major Participant Information) in accordance with the instructions on the Form.</p>	n/a
2.3	<p><b>Organizational Charts</b></p> <p>Provide organizational charts (one for each significant phase of the Project) showing the management and reporting structure with lines identifying team members who are responsible for major functions to be performed and their reporting relationships in managing, designing, building, financing and maintaining the Project.</p> <p>The charts must show the functional structure of the organization down to management leadership level for each project component (design, construction, financing, maintenance, management, etc.). Identify the critical support elements and relationships of project management, project administration, project financing, construction management, maintenance management, quality control, safety, environmental compliance, technology, and subcontractor administration.</p> <p>As applicable, add additional charts for each phase of the Project (financing, design-construction, maintenance, etc.).</p>	n/a

## SECTION V: SUBMISSION REQUIREMENTS

Section	Submittal Requirement	Page limit
2.4	<p><b>Organizational Narrative Report</b> Provide:</p> <ol style="list-style-type: none"> <li>1. A description of significant functional relationships among Major Participants and how the proposed organization will function as an integrated team for the term of the Project Agreement;</li> <li>2. Decision-making authority of the Respondent/Developer;</li> <li>3. A description of where and in what capacity any of the Major Participants have worked together previously;</li> <li>4. A description of the Lead Member’s approach and philosophy towards achieving a cooperative, partnership environment among the Respondent team members and the Lead Member’s approach to interfacing successfully with PGCPs on behalf of the Respondent team;</li> <li>5. Identification of which individual(s) will lead the direct engagement with PGCPs during each phase of the Project (procurement, design, construction, financing, maintenance, management, etc.); and</li> <li>6. A description of the benefits and value the Respondent’s proposed organizational structure and approach provides to PGCPs, and how similar structures and approaches have resulted in successful delivery of comparable projects.</li> </ol>	5
2.5	<p><b>Key Management Personnel Information</b> Identify and provide resumes for:</p> <ol style="list-style-type: none"> <li>1. The Registered Representative who will be the Respondent’s executive level contact for PGCPs; and</li> <li>2. The person who will lead the negotiations for the Respondent during the RFP stage of the Procurement Process (if different from the Registered Representative).</li> </ol> <p>For each person listed as Key Management Personnel in this section, provide contact information for at least three references who served in a key role for the owner or the Respondent’s client (Project Executive, Project Manager, etc.) on a project included as part of Respondent’s Form F1 or Form F2 submissions. Reference information shall include the following for each reference:</p> <ol style="list-style-type: none"> <li>1. Name;</li> <li>2. Phone number;</li> <li>3. Email address;</li> <li>4. Reference’s current title and organization;</li> <li>5. Project name; and</li> <li>6. Reference’s organization and role in the project.</li> </ol> <p>(please note that other resumes are likewise required, as detailed in Submittal Requirements for Part 3, etc.; however, in this section PGCPs is looking only for resumes for Key Management Personnel)</p>	2 (per resume) and n/a (but reference information should be limited to 1-page per reference)

**[End of Submittal Requirements for Part 2]**

### 5.3. MBE/CBB PARTICIPATION AND COMMUNITY BENEFIT

Part 3 of the RFQ Response shall contain the following:

Section	Submittal Requirement	Page limit
3.1	<p><b>Completed Form F1 (Technical Experience – Design-Build)</b></p> <p>As described in RFQ Section 5.4 (Technical Experience, Capabilities and Project Understanding), provide a completed Form F1 (Technical Experience – Design-Build) that describes the Lead Architect’s, each Lead Architect Member’s (if any), the Lead General Contractor’s, and each Lead General Contractor Member’s (if any) experience in partnering with MBEs and supporting community benefit initiatives on similar projects, such as K-12 schools or other DBFM/DBFOM availability payment projects.</p>	See RFQ Section 5.4
3.2	<p><b>Completed Form F2 (Technical Experience – Services)</b></p> <p>As described in RFQ Section 5.4 (Technical Experience, Capabilities and Project Understanding), provide a completed Form F2 (Technical Experience – Services) that describes the Lead Services Provider’s and each Lead Services Provider Member’s (if any) experience in partnering with MBEs and supporting community benefit initiatives on similar projects such as K-12 schools or other DBFM/DBFOM availability payment projects.</p>	See RFQ Section 5.4
3.3	<p><b>Completed Form G1 (Financial Information - Equity Member Experience)</b></p> <p>As described in RFQ Section 5.5 (Financial Capabilities and Experience), provide a completed Form G1 (Financial Information - Equity Member Experience) that describes Equity Members’ experience in partnering with MBEs and supporting community benefit initiatives on similar projects and securing MBE equity investment for similar projects such as K-12 schools or other DBFM/DBFOM availability payment projects.</p>	See RFQ Section 5.5
3.4	<p><b>MBE and CBB Design-Build Period Approach</b></p> <p>A description of the Respondent’s approach and plan for meeting supplier diversity objectives for the Project, including the use of MBEs and CBBs, during the Design-Build Period of the Project.</p>	5
3.5	<p><b>MBE and CBB Services Period Approach</b></p> <p>A description of the Respondent’s approach and plan for meeting supplier diversity objectives for the Project, including the use of MBEs and CBBs, during the Services Period of the Project.</p>	5
3.6	<p><b>MBE Equity and Community Investment Program Approach</b></p> <p>A description of the Respondent’s approach and plan for securing MBE equity and community equity investment for the Project in line with the requirements set forth in Section 2.2.10 (Minority Business Enterprise and Prince George’s County Resident Equity Investment Requirements)</p>	5

## SECTION V: SUBMISSION REQUIREMENTS

Section	Submittal Requirement	Page limit
3.7	<b>Community Benefit Approach</b> A description of the Respondent's approach related to community benefit initiatives, such as instituting workforce development or apprenticeship opportunities to expand local business capabilities	5

[End of Submittal Requirements for Part 3]



## 5.4. TECHNICAL EXPERIENCE AND PROJECT UNDERSTANDING

Part 4 of the RFQ Response shall contain the following:

Section	Submittal Requirement	Page limit
4.1	<p><b>Completed Form F1 (Technical Experience – Design-Build)</b></p> <p><b>For the Lead Architect, each Lead Architect Member (if any), the Lead General Contractor, and each Lead General Contractor Member (if any),</b> provide a completed Form F1 (Technical Experience – Design-Build) in accordance with the instructions on the Form.</p>	12
4.2	<p><b>Technical Narrative Attachment for Form F1</b></p> <p>Provide a technical narrative attachment for Form F1.</p>	6
4.3	<p><b>Completed Form F2 (Technical Experience – Services)</b></p> <p><b>For the Lead Services Provider and each Lead Services Provider Member (if any),</b> provide a completed Form F2 (Technical Experience – Services) in accordance with the instructions on the Form</p>	10
4.4	<p><b>Technical Narrative Attachment for Form F2</b></p> <p>Provide a technical narrative attachment for Form F2.</p>	5
4.5	<p><b>Project Understanding</b></p> <p>Provide a narrative description of the Respondent’s understanding of the Project. The narrative must briefly describe the major elements of the Project and identify the potential risks and challenges in delivering the Project, as well as Respondent’s approach to addressing project requirements.</p>	5

## SECTION V: SUBMISSION REQUIREMENTS

Section	Submittal Requirement	Page limit
4.6	<p><b>Technical Capabilities Narrative, Resumes, and References</b></p> <p>Provide a narrative describing the technical capabilities of the Respondent’s Key Design-Build Personnel and Key Services Personnel in the areas listed in the RFQ. Explain how the experience presented in the RFQ Response will provide value to PGCPSS in the context of the Project. Respondents should highlight experience relevant to this Project, such as projects involving the design, construction, financing and maintenance of schools and/or social sector infrastructure under a DBFM/DBFOM availability payment approach.</p> <p>Provide resumes for the following Key Design-Build Personnel:</p> <ol style="list-style-type: none"> <li>1. Equity Member’s Project Manager;</li> <li>2. Head Architect;</li> <li>3. Design-Build Design Manager;</li> <li>4. Design-Build Project Manager; and</li> <li>5. Design-Build Superintendents.</li> </ol> <p>Provide resumes for the following Key Services Personnel:</p> <ol style="list-style-type: none"> <li>1. Facility Project Manager; and</li> <li>2. Facility Manager.</li> </ol>	10 (narrative) and n/a (but resumes should be limited to 2-pages per individual)
4.7	<p><b>Completed Form I (Safety Performance Questionnaire)</b></p> <p><b>For the Lead General Contractor and each Lead General Contractor Member (if any) and the Lead Services Provider and each Lead Services Provider Member (if any),</b> provide a completed Form I (Safety Performance Questionnaire) in accordance with the instructions on the Form.</p>	n/a
4.8	<p><b>Safety Narrative Attachment for Form I</b></p> <p>Provide a description the Respondent’s ability to address and resolve safety and security issues. Specifically, the Respondent should address its:</p> <ol style="list-style-type: none"> <li>1. knowledge of public safety and security techniques and methodologies associated with public school design, construction, and life-cycle maintenance activities;</li> <li>2. Expertise in relevant school construction safety standards, specifications, policies, practices, and processes;</li> <li>3. Lead General Contractor’s (or each Lead General Contractor Member’s) and Services Provider’s corporate safety program (including safety statistics and EMR rate); and</li> <li>4. Track-record of safety during major maintenance and repair activities.</li> </ol>	2

## SECTION V: SUBMISSION REQUIREMENTS

Section	Submittal Requirement	Page limit
4.9	<p><b>Technical Approach</b></p> <p>Provide a narrative description of the Respondent’s intended approach to design, construction, and life-cycle maintenance of a bundle of schools under the parameters of a DBFM, as described in Section 2.2 (Anticipated Scope and Transaction Structure) of this RFQ. The narrative should briefly describe the Respondent’s proposed methods for management, staffing, technology use, and, more generally, performing all required services. The narrative should specifically address the Respondent’s approach to considering and integrating the Facilities’ operations and maintenance into their design and construction. It should also outline the Respondent’s general approach towards working and collaborating with PGCPS.</p> <p>The Respondent should describe its approach and methodology to meeting key PGCPS objectives related to this Project. This must also include examples of the success of similar strategies applied in other relevant projects undertaken or completed within the past seven years.</p> <p>The Respondent is likewise encouraged to highlight its approach to innovation and excellence in the delivery of its services.</p>	5
4.10	<p><b>Completed Form H (Managing Services Providers Experience)</b></p> <p><b>For the Lead Member</b> provide a completed Form H (Managing Services Providers Experience) in accordance with the instructions on the Form.</p>	10
4.11	<p><b>Managing Services Providers Narrative Attachment for Form H</b></p> <p>Provide a Managing Services Providers Narrative attachment for Form H.</p>	5
4.12	<p><b>Managing Services Providers Narrative</b></p> <p>Provide a narrative describing the Lead Member’s capabilities and proposed approach to managing the Lead Services Provider throughout the term of the Project Agreement. Explain how the experience presented in the RFQ Response will provide value to PGCPS in the context of the Project. Respondents should highlight experience relevant to this Project, such as projects involving schools and/or social sector infrastructure DBFM/DBFOM availability payment projects or projects in which the Lead Member and/or services provider were subject to deductions for performance shortfalls.</p>	10

## SECTION V: SUBMISSION REQUIREMENTS

Notes to Part 4:

### Section 4.1 and 4.3 (Form F1-F2)

Respondents must include for each Major Participant listed on Form F1 and Form F2, such Major Participant's experience on **a minimum of three and a maximum of six projects of similar size and complexity within the past seven years.** Respondents should provide information to demonstrate examples of:

1. Respondent team members working together as an integrated team to deliver schools and/or social infrastructure projects;
2. Similar contracting structures (such as DBFM, DBFOM or similar);
3. Experience with projects of comparable size, scope and complexity per the requirements listed in the RFQ;
4. Successful execution of projects; and
5. Customer / client satisfaction.

PGCPS may elect to use any of the information to check a Major Participant's references.

### Section 4.2 and 4.4 - Technical Narrative Attachment for Form F1-F2

Respondents must provide a Technical Narrative Attachment for each project included in Respondent's Form F1 and Form F2 submission. Respondents shall highlight their capability to deliver on the services set forth in this RFQ, focusing on capabilities that they believe to be most important and relevant to the Project. Additionally, each Technical Narrative Attachment should include the following information:

1. The name of the project and a brief narrative description, explaining the project's relevance to the project;
2. Contact information for a reference who served in a key role (Project Executive, Project Manager, etc.) for the owner or the Respondent's client on the project, including the following for each reference:
  - name;
  - phone number;
  - email address;
  - reference's current title and organization;
  - project name; and
  - reference's organization and role in the project.
3. The dates for the design, construction, operation and maintenance, and warranty period (as applicable);
4. A description of the Major Participant's specific role, work performed, or service provided, and the overall percentage of the project performed by the Major Participant, highlighting project elements of a similar scope to the Project;
5. For design and construction projects, the total construction cost budgeted and, if the project is complete, the total final construction cost of the completed project;
6. A description of the project financing method and payment arrangements;

## SECTION V: SUBMISSION REQUIREMENTS

7. For design and construction projects, a description of the original contracted scheduled completion dates and the actual completion dates. If the actual completion dates vary from the original contracted scheduled completion dates, provide an explanation for the variance;
8. For projects listed for design firms that were traditional consultant/engineering services contracts (as opposed to, for example, design-build contracts), information should be limited to only the consultant/engineering services contract, rather than any ensuing construction contract where such entity had limited or no involvement;
9. For projects listed for construction firms using the traditional design-bid-build delivery method, information should be limited to only the construction contract, rather than any design contract where such entity had limited or no involvement; and
10. For operations and maintenance contracts, please identify the role of the Major Participant in both operations and maintenance, providing an overview of maintenance and operating responsibilities, use of technologies, budgets, revenues, etc.

Respondents should verify that contact information is correct and current. If the contact information provided is not correct or current, PGCPSS may elect to exclude the experience represented by that project in determining the Respondent's qualifications.

### Section 4.10 (Form H)

Respondents must include the Lead Member's experience on a minimum of two and a maximum of six projects of similar size and complexity within the past seven years. Respondents should provide information to demonstrate examples of:

1. Experience managing services providers for schools and/or social infrastructure projects;
2. Experience managing services providers for projects with similar contracting structures (such as DBFM, DBFOM or similar) under which the Lead Member and/or services provider were subject to deductions for performance shortfalls;
3. Experience managing services providers for projects of comparable size, scope and complexity per the requirements listed in the RFQ;
4. Successful execution of project maintenance; and
5. Customer / client satisfaction.

PGCPSS may elect to use any of the information to check the Lead Member's references.

### Section 4.10 – Managing Services Providers Narrative Attachment for Form H

Respondents must provide a Managing Services Providers Narrative Attachment for each project included in Respondent's Form H submission. Respondents shall highlight the Lead Member's capability to manage the Services Provider as set forth in this RFQ, focusing on capabilities that they believe to be most important and relevant to the Project. Additionally, each Managing Services Providers Narrative Attachment should include the following information:

1. The name of the project and a brief narrative description, explaining the project's relevance to the project;

## SECTION V: SUBMISSION REQUIREMENTS

2. Contact information for a reference who served in a key role (Project Executive, Project Manager, etc.) for the owner or the Lead Member's client on the project, including the following for each reference:
  - (i) name;
  - (ii) phone number;
  - (iii) email address;
  - (iv) reference's current title and organization;
  - (v) project name; and
  - (vi) reference's organization and role in the project.
3. The dates for the operation and maintenance; and
4. A description of the Lead Member's specific role, work performed, or service provided related to managing the services provider, highlighting project elements of a similar scope to the Project.

Respondents should verify that contact information is correct and current. If the contact information provided is not correct or current, PGCPSS may elect to exclude the experience represented by that project in determining the Respondent's qualifications.

**[End of Submittal Requirements for Part 4]**

## 5.5. FINANCIAL CAPABILITIES AND EXPERIENCE

Part 5 of the RFQ Response shall contain the following:

Section	Submittal Requirement	Page limit
5.1	<p><b>Financial Capabilities Narrative</b></p> <p>Provide a narrative description of the Respondent’s capabilities to secure the financing required for the Project in a timely and cost-effective manner. The narrative should include a description of the Respondent’s anticipated equity and/or debt financing capital stack approach and a description of the Respondent’s approach to effectively overcome unexpected financial challenges. Additionally, Respondents shall disclose and provide details relating to any instances in the past five (5) years where an Equity Member has failed to reach financial close after being awarded a contract or has been involved in the financing of a P3 project that has entered into financial distress or bankruptcy.</p>	5
5.2	<p><b>Completed Form G1 (Financial Information - Equity Member Experience)</b></p> <p>Provide a completed <u>Form G1 (Financial Information - Equity Member Experience)</u> in accordance with the instructions on the Form.</p>	n/a
5.3	<p><b>Attachment to Form G1 (Financial Information - Equity Member Experience)</b></p> <p>Provide a financial experience attachment that provides narrative descriptions of the five most relevant private financing experiences listed on Form G1 (Financial Information - Equity Member Experience).</p> <p>For each such experience, the attachment must identify the name of the project, the owner’s contact information (project manager name, phone number, e-mail address), and an explanation of the relevance and comparability to this Project. If the owner’s project manager is no longer with the owner, provide an alternate contact at the agency who is familiar with the project and the financing. The Respondent should include more detailed information about these projects’ debt facilities/structures than the information contained in Form G1 (Financial Information - Equity Member Experience).</p>	2 <sup>1</sup>
5.4	<p><b>Completed Form GG1 (Financial Information - Information Regarding Equity Members)</b></p> <p>Provide a completed Form GG1 (Financial Information - Information Regarding Equity Members) in accordance with the instructions on the Form.</p>	n/a

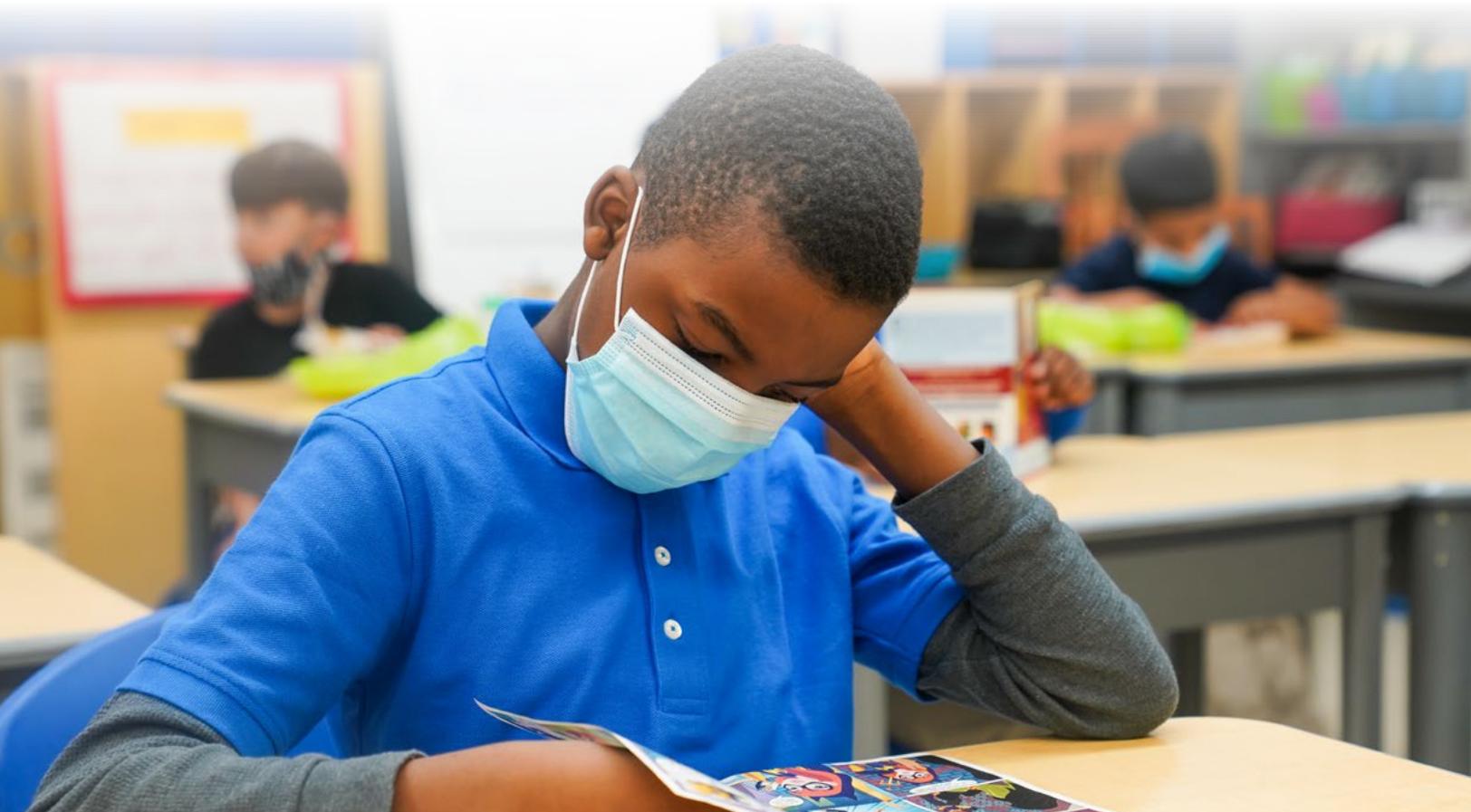
1. All narrative descriptions combined in the financial experience attachment should not exceed a total of 5 pages.

### Notes to Part 5

#### Section 5.2 (Form G1)

Respondents may list on Form G1 (Financial Information - Equity Member Experience) the experience of any Equity Member who will directly or indirectly be an equity owner of the Developer. Project experience from Affiliates of Equity Members is acceptable, if a direct or indirect common parent entity is a Guarantor of the Equity Member. In addition, if the Equity Member is an investment fund, any predecessor fund(s) which is under common Control with the Equity Member and receives investment advice from the same investment manager, may use the project experience of such predecessor fund(s).

**[End of Submittal Requirements for Part 5]**



## 5.6. FINANCIAL INFORMATION

Part 6 of the RFQ Response shall contain the following:

Section	Submittal Requirement	Page limit
6.1	<p><b>Completed Form GG2 (Financial Information - Financial Officer Certificate)</b></p> <p>Provide a completed <u>Form GG2 (Financial Information - Financial Officer Certificate)</u> in accordance with the instructions on the Form, for each of the following:</p> <ol style="list-style-type: none"> <li>1. Each Equity Member;</li> <li>2. The Lead Architect;</li> <li>3. Each Lead Architect Member (if applicable);</li> <li>4. The Lead General Contractor;</li> <li>5. Each Lead General Contractor Member (if applicable);</li> <li>6. The Lead Services Provider;</li> <li>7. Each Lead Services Provider Member (if applicable); and</li> <li>8. Each Guarantor (if applicable).</li> </ol>	n/a
6.2	<p><b>Financial Statements</b></p> <p>Provide audited financial statements for the last three fiscal years and the most recently completed fiscal quarter <b>for each of the following</b>:</p> <ol style="list-style-type: none"> <li>1. Each Equity Member;</li> <li>2. The Lead General Contractor;</li> <li>3. Each Lead General Contractor Member (if applicable);</li> <li>4. The Lead Services Provider;</li> <li>5. Each Lead Services Provider Member (if applicable); and</li> <li>6. Each Guarantor (if applicable).</li> </ol>	n/a
6.3	<p><b>Equity Funding Letter</b></p> <p>For each Equity Member, provide an Equity Funding Letter.</p>	n/a
6.4	<p><b>Surety Letter and/or Letter of Credit</b></p> <p>Provide a letter from a duly authorized surety company, stating without conditions or qualifications that the Respondent or applicable member of the Respondent team is capable at the time of its RFQ Response submission of obtaining a performance bond and payment bond, each in an amount of at least \$500 million for the Project.</p>	n/a

### Notes and Instructions:

#### Section 6.1 (Form GG2)

Each Financial Officer Certificate must be executed by the Chief Financial Officer or equivalent of the relevant submitting party and be dated not earlier than ten calendar days prior to the RFQ Response Submission Deadline. This document will provide relevant information about the submitting party that is not typically available from such party's audited financial statements in order to support PGCP's assessment of the Respondent's financial strength, including:

1. Credit rating;
2. Guarantor support;
3. Financial information summary;
4. Bankruptcy/insolvency proceedings;
5. Material changes in financial condition; and
6. Off-balance sheet liabilities.

To the extent that a Form GG2 (Financial Information – Financial Officer Certificate) is from a Guarantor, it shall include confirmation of such Guarantor's intention to support the Equity Member, Lead Architect or Lead Architect Member, Lead General Contractor or Lead General Contractor Member, and Lead Services Provider or Lead Services Provider Member, as applicable, with the financial and human resources, and other support needed by such entity to successfully satisfy its obligations with respect to the Project.

#### Section 6.2 (Financial Statements)

1. If the Respondent has provided a completed Form GG2 (Financial Information - Financial Officer Certificate) from any Guarantors, provide financial statements, on a consolidated basis, only for each Guarantor (not for both the Guarantor and its subsidiary).
2. As referred to in this RFQ, "financial statements" include the following:
  - i. Opinion letter (auditor's report);
  - ii. Balance sheet;
  - iii. Income statement;
  - iv. Statement of cash flow; and
  - v. Footnotes.
3. Submissions of financial statements must comply with the following requirements:
  - i. **Audited Financial Statements:** 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;
  - ii. **GAAP/IFRS:** Financial statements must be prepared in accordance with generally accepted accounting principles used in the United States ("GAAP") or International Financial Reporting

## SECTION V: SUBMISSION REQUIREMENTS

Standards (“IFRS”). If any entity provides financial statements that are prepared in accordance with principles other than GAAP or IFRS, a letter must be provided from a certified public accountant, or equivalent, discussing the areas of the financial statements that would be affected by a conversion to GAAP or IFRS. PGCPSS reserves the right to request clarification or additional information, as needed, in order to facilitate its review of those financial statements;

- iii. **New Entities:** If any entity required to submit financial statements is a newly formed entity and does not have independent financial statements, such entity shall expressly state that it is a newly formed entity and does not have independent financial statements meeting the requirements above and shall provide financial statements otherwise consistent with those required hereby for each of its shareholders/Equity Members or if it is a new investment fund, a statement that it has had its initial closing and provide supplemental information to demonstrate the existence of existing and/or committed capital capacity for the Project;
- iv. **SEC Filings:** If any entity for whom financial statements are submitted files reports with the US Securities and Exchange Commission, then such entity must provide electronic links to the most recently filed Forms 10-K, 10-Q and 8-K for all such reporting entities in lieu of hard copies;
- v. **English language and US Dollars:** Information in the financial statements must be provided in the English language and specify all amounts in US Dollars, as applicable. If financial statements are prepared in a language other than English, an English translation must be provided. If financial statements are converted from a foreign currency into US Dollars, the conversion method(s) must be explained in an attachment and must be reasonable. Translation at the average period rate for income statements and cashflow statements and period end rate for balance sheet statements shall be appropriate; and
- vi. **Format:** In addition to all other electronic information requested in this RFQ, and in accordance with [Section 4.3.1 \(Copies and Markings of Responses\)](#) of this RFQ, each Respondent must submit a copy of all financial statements electronically in searchable PDF format on a USB flash drive. Respondents must also submit standard unlocked and unprotected Microsoft Excel workbooks containing the balance sheet, income statement and statement of cash flows as disclosed in each set of the audited financial statements. For each entity providing financial statements, one worksheet should be used for each of the balance sheet, income statement and statement of cash flows, with figures for each of the three most recent years in separate columns, in chronological order, from left to right.

### Section 6.3 (Equity Funding Letter)

Equity Funding Letters will be used as supporting evidence of each Equity Member’s capacity to fund its portion of the equity capital that may be required for the Project. Each Equity Funding Letter should comply with the following:

1. If the Equity Member is an investment fund or intends to source its equity commitment through an investment fund, then the letter must be signed by the fund’s general partner(s), and at a minimum must include the following items:
  - I. **Approval Process:** Provide an overview of the completed to-date and remaining approval process (along with an indicative schedule) required to commit to and fund the required

## SECTION V: SUBMISSION REQUIREMENTS

- equity commitment for the Project;
- II. **Funding Vehicle:** All anticipated sources of equity investment for the Project investment (e.g., pension funds, private equity funds, minority-owned investment funds, construction companies, and facilities management providers) and their anticipated involvement (approximate in percentage terms). Provide the name and structure (including details on the relationship to the Equity Member, if applicable) of the investment fund(s) that will ultimately carry this investment. Investment funds that have not achieved an initial closing will not be considered;
  - III. **Investment Capacity:** Provide supplemental information to the financial statements (as necessary) of the investment funds cited in paragraph (ii) to demonstrate the existence of existing and/or committed capital capacity for the Project, consistent with the likely total equity investment and the Equity Member's responsibility to provide the equity share percentage in the Respondent shown on Form GG2 (Financial Information – Financial Officer Certificate). Relevant information may include capital amounts already committed or subscribed, remaining commitments yet to be called and an anticipated call schedule, an allocation process for uncommitted funds, fundraising, etc., as well as whether a reserved allocation for the Project has been established; and
  - IV. **Investment Criteria:** Provide (i) an explanation of why the Project is consistent with the Equity Member's investment policy, goals and requirements, and an acknowledgement that based on a preliminary review, the Project is more than likely to meet the investment policy requirements for the Equity Member and (ii) confirmation that the Equity Member is able to hold its investment in the Project without sale, securitization or other transfer until a date no earlier than two years following substantial completion of the Project's construction.
2. If the Equity Member intends to fund its equity commitment through use of internal resources (e.g., a corporate entity supplying its own capital), the letter must be signed by the chief investment officer, the Chief Financial Officer or the chief executive officer, and at a minimum shall include the following items:
- I. **Approval Process:** Provide an overview of the approval process required to commit to and fund the required equity commitment. This section should include an identification and description of any required board, investment committee or other formal approvals needed, as well as an indicative schedule for securing those approvals and countries of the investment fund advisor;
  - II. **Sourcing Commitment:** Identify where and how the equity commitment (consistent with the likely Project total equity investment and the Equity Member's responsibility to provide the percentage shown on Form GG2 (Financial Information – Financial Officer Certificate)) will be sourced and provide a narrative description of how competing allocation and capacity issues are considered among several project opportunities the Equity Member pursues simultaneously;
  - III. **Investment Capacity:** Provide supplemental information to the financial statements (as necessary) of the Equity Member to demonstrate the existence of existing and/or committed capital capacity for the Project, consistent with the likely total equity investment and the Equity

## SECTION V: SUBMISSION REQUIREMENTS

Member's responsibility to provide the percentage shown on Form GG2 (Financial Information – Financial Officer Certificate). Relevant information may include capital amounts already committed or subscribed, remaining commitments yet to be called and an anticipated call schedule, an allocation process for uncommitted funds, fundraising, etc., as well as whether a reserved allocation for the Project has been established; and

- IV. **Investment Criteria:** Provide (i) an explanation of why this Project is consistent with the Equity Member's investment policy, goals and requirements, and an acknowledgement that based on a preliminary review, the Project is more than likely to meet the investment policy requirements for the Equity Member, if any, and (ii) confirmation that the Equity Member is able to hold its investment in the Project without sale, securitization or other transfer until a date no earlier than two years following substantial completion of the Project's construction.

### Section 6.4 (Surety Letter and /or Letter of Credit)

Letters stating that the Respondent has "unlimited" bonding capacity are not acceptable. The letter must specify any assumptions regarding the provision of support from a parent company of a Respondent team member. Any surety company providing a letter must be rated at least "A" or better and "Class VIII" or better by A.M. Best and Company and must be listed on Treasury Department Circular 570. Evidence of the surety's rating shall be attached to the letter. The letter must specifically state that the surety has reviewed this RFQ and is familiar with the contractual structure and financial structure described in the RFQ and has evaluated the Respondent's backlog and work-in-progress in determining its bonding capacity.

The requirement to provide the Surety Letter and the bond amounts referenced above are solely for the purposes of evaluating the Respondent's financial qualifications and should not be construed as an indication of the ultimate security requirements for the Project.

**[End of Submittal Requirements for Part 6]**



**SECTION VI:  
EVALUATION AND  
QUALIFICATION OF  
RESPONDENTS**



## 6.1. EVALUATION & SHORTLISTING PROCEDURES

### 6.1.1. Evaluation Procedure

RFQ Responses shall be reviewed and evaluated by a selection committee according to the requirements and criteria outlined in this RFQ. Each RFQ Response will be reviewed to determine whether it is responsive to the submission requirements. Failure to comply with the requirements of this RFQ may result in rejection of the RFQ Response as non-responsive.

### 6.1.2. Clarifications and Additional Information

Respondents are responsible for submitting complete and accurate information in their RFQ Responses and any other submittals and should not assume they will be contacted or afforded the opportunity to clarify, discuss, or revise them after submission. **Respondents are solely responsible for the content of their RFQ Responses and any other submittals, regardless of discussions or clarifications initiated by PGCPs.**

During the evaluation process, written questions or requests for clarifications may be submitted to one or more Respondents regarding its RFQ Response or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Respondent from further consideration.

### 6.1.3. Interviews and References

PGCPS reserves the right to invite selected Respondents to participate in interviews to learn more about their qualifications, experience, and approach. As part of its due diligence, PGCPS likewise reserves the right to contact references included in any RFQ Response and visit facilities and clients associated with a Major Participant mentioned in the RFQ Response.

### 6.1.4. Notifications

PGCPS shall notify the Respondents selected as Final Proposers in writing and invite the Final Proposers to respond to an RFP for the Project, if issued. PGCPS will also notify those Respondents not shortlisted in writing. If PGCPS selects Final Proposers, a debriefing will be made available to any unsuccessful Respondent that submitted a RFQ Response. A qualifying unsuccessful Respondent, if it wishes to have a debriefing, must make a request in writing to the Director of Purchasing and Supply Services (Purchasing Director) and the Construction Procurement Supervisor, within four (4) business days of being notified that it was not selected as a Final Proposer. The debriefing shall occur within seven (7) business days of the Purchasing Director's and the Construction Procurement Supervisor's receipt of an unsuccessful Respondent's request.

### 6.1.5. Protests and Appeals

This Section 6.1.5. (Protests and Appeals) sets forth the exclusive protest remedies available with respect to this RFQ. Each Respondent, by submitting its RFQ Response, expressly recognizes the limitation on its rights to protest contained herein, and expressly waives all other rights and remedies. Each Respondent agrees that the decision on any protest, as provided herein, will be final and conclusive. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Proposers.

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

1. An interested party (any Respondent) may protest the shortlisting decision to the Purchasing Director.
2. All protests shall be submitted for filing to the following physical address with a courtesy copy submitted to the electronic mail addresses listed:

Department of Purchasing and Supply Services

PROTEST INFORMATION

Facilities Administration Building

13300 Old Marlboro Pike, Room 10

Upper Marlboro, MD 20772

ATTN: Construction Procurement Supervisor (RFQ No. DCP001-23)

E-mail:

[bpschools.phase2@pgcps.org](mailto:bpschools.phase2@pgcps.org)

[mishael.danielson@pgcps.org](mailto:mishael.danielson@pgcps.org)

3. The protest shall be in writing and shall include the following:
  - i. The name address and telephone number(s) of the protester;
  - ii. Identification of the solicitation;
  - iii. Statement of reasons for the protest;
  - iv. Supporting documentation to substantiate the claim; and
  - v. The remedy sought.
4. The Construction Procurement Supervisor shall inform the Purchasing Director upon receipt of any protest.

## SECTION VI: EVALUATION AND QUALIFICATION OF RESPONDENTS

5. Where a debriefing is requested by a qualifying unsuccessful Respondent in accordance with Section 6.1.4 (Notifications), a protest by that Respondent of the shortlisting decision shall not be filed before the debriefing is held but must be filed not later than five (5) business days after the first debriefing date offered to the Respondent or ten (10) business days after the date of the notice informing the Respondent that it was not selected as a Final Proposer, whichever is later. A protest of the shortlisting decision by a qualifying unsuccessful Respondent that does not request a debriefing must be filed not later than ten (10) business days after the date of the notice informing the Respondent that it was not selected as a Final Proposer.
6. Protests based upon alleged improprieties in the RFQ which are apparent before the RFQ Response Submission Deadline shall be delivered as promptly as possible but, in all cases, at least ten (10) business days before the RFQ Response Submission Deadline.
7. Protests not delivered within the time periods specified above shall be untimely.
8. A Respondent who does not file a timely protest is deemed to have waived any objection.
9. The Purchasing Director shall inform the Chief Operating Officer (COO) upon receipt of any protest.
10. The Purchasing Director shall confer with the General Counsel prior to issuance of a decision regarding any protest under this RFP process.
11. The protestor shall have the burden of proving by clear and convincing evidence both error and prejudice resulting from the error in support of its protest.
12. The Purchasing Director shall issue a decision in writing. The Purchasing Director will only consider whether PGCPSS' determination was arbitrary, capricious or contrary to law and, if so, whether the protestor has been prejudiced, and will either affirm PGCPSS' original determination or recommend remedial steps, if appropriate, to address the issues raised in the protest.
13. Any determination by the Purchasing Director may be appealed to the COO within four (4) business days of issuance of the decision by the Purchasing Director to be reviewed in accordance with same standards set forth above. The decision of the COO shall be final.
14. The COO and the Department of Purchasing and Supply Services shall not be liable for any damages to the entity filing the protest or to any participant in the protest, on any basis, express or implied.

## 6.2. EVALUATION CRITERIA AND WEIGHTING

### 6.2.1. Evaluation Categories and Criteria

Due to the technical and financial complexity of the Project, a Final Proposer must have direct, proven experience with the successful execution of projects of a similar nature to that envisioned herein. PGcps will initially review each RFQ Response for responsiveness to the requirements of this RFQ. PGcps will then evaluate and score each RFQ Response in accordance with the following:

Evaluation Categories	Percentage of Total Points
Organization and Management	15%
MBE and CBB Participation and Approach	10%
Minority Equity and Community Equity Investment Experience and Approach	10%
Community Benefit Experience and Approach	5%
Technical Qualifications and Capabilities <ul style="list-style-type: none"> <li>• Design-Build Capabilities and Experience</li> <li>• Services Capabilities and Experience</li> <li>• Project Understanding and Technical Approach</li> <li>• Managing Services Providers</li> </ul>	35%
Financial Qualifications and Capabilities	25%
<b>Total</b>	<b>100</b>

### 6.2.2. Organization and Management

PGcps shall evaluate each Respondent's organization and management based on the extent to which the Respondent's proposed organization and management structure demonstrates the ability to successfully coordinate and deliver a facility that effectively considers all life-cycle components of the Project, taking into account the Project size and complexity. PGcps will verify and evaluate that the Respondent's organization and management structure addresses all key Project technical and financial capability requirements as set forth in the RFQ. Higher scores will be merited to the degree there is a demonstrated logical management structure, with an alignment of interests amongst Major Participants across multiple Project elements (such as design, construction, financing, operations, and maintenance).

The suitability of the organizational and management structure of the Respondent will take into consideration the following amongst other factors:

#### 1. Team Structure

- I. Clarity and logic of the proposed organizational structure, including the reporting structures

## SECTION VI: EVALUATION AND QUALIFICATION OF RESPONDENTS

and hierarchy of Respondent team members, and how such team structure aligns with the overall needs of the Project (including the design, construction, and services phases);

- II. The degree to which the roles and responsibilities of all Respondent team members are clearly defined and appropriate for the needs of the Project;
  - III. The degree to which the proposed organizational structure presents an efficient and clear decision-making process at both the management and technical levels;
  - IV. The degree to which the proposed approach to successfully interfacing with PGCPSS reflects a strong and consistent presence from Respondent's Team Leader;
  - V. The degree to which the proposed organizational structure reflects a reasonable risk allocation and approach to risk management, including a solid understanding of risk management principles; and
  - VI. The degree to which the Respondent's approach is effective, realistic and achievable and relates and responds to the challenges and opportunities of the Project.
2. **Prior Experience Working Together as an Integrated Team**
- I. The number of Respondent team members, especially Major Participants, that have worked together on relevant reference projects and the extent of such participation by Respondent team members in such reference projects;
  - II. The degree to which the RFQ Response identifies success factors which led to the members working well together and/or lessons learned that are relevant and can be applied to the Project; and
  - III. The success of the results delivered on projects where Respondent team members have worked together, including whether such reference projects were delivered on schedule and on budget.
3. **Key Management Personnel**
- I. Strength of qualifications, skills, and applicable experience of Respondent's Key Management Personnel;
  - II. Key Management Personnel's background and expertise with relevant projects, including their track record of success with implementing projects of a similar nature;
  - III. Clarity in terms of the identification of responsibilities of Key Management Personnel; and
  - IV. Key Management Personnel's experience delivering schools and/or social infrastructure under a public-private partnership, such as a DBFM.

### 6.2.3. MBE and CBB Participation and Approach

The evaluation of the MBE and CBB participation and approach will consider the degree to which the Respondent's approach clearly addresses PGCPS' goals and objectives related to MBE and CBB participation in the Project. Amongst others, the element of the approach will be evaluated as follows:

#### 1. MBE and CBB Participation Experience and Approach

- I. Track-record and approach to utilizing and incorporating qualified MBE businesses, including the percentage of work allocated to MBE businesses on past projects;
- II. Track-record and approach to utilizing and incorporating qualified local businesses, including the percentage of work allocated to local businesses on past projects; and
- III. How the Respondent plans to meet or exceed the MBE and CBB participation and community benefits objectives and requirements for the Project.

### 6.2.4. Minority Equity and Community Equity Investment Experience and Approach

The evaluation of the minority equity and community equity investment experience and approach will consider the degree to which the Respondent's approach clearly addresses PGCPS' goals and objectives related to minority equity and community equity investment in the Project. Amongst others, the element of the approach will be evaluated as follows:

#### 1. Minority Equity and Community Equity Investment Experience and Approach

- I. Track-record partnering with MBE equity investors on past projects;
- II. Approach to securing MBE equity investment for the Project; and
- III. Willingness and innovative concepts for incorporating a Community Investment Program into the Project.

### 6.2.5. Community Benefit Experience and Approach

The evaluation of the community benefit experience and approach will consider the degree to which the Respondent's approach clearly addresses PGCPS' goals and objectives related to community benefit initiatives for the Project. Amongst others, the element of the approach will be evaluated as follows:

#### 1. Community Benefit Experience and Approach

- I. Experience and approach related to community benefit initiatives, such as instituting workforce development or apprenticeship opportunities to expand local business capabilities. Respondent should demonstrate the specific key outcomes of these initiatives from prior relevant projects.

### 6.2.6. Technical Qualifications and Capabilities

The evaluation of technical qualifications and capabilities will address whether and to what extent the Respondent adequately responds to the technical capability requirements of the Project with respect to the following areas:

#### 6.2.6.1. Design-Build Capabilities and Experience

The extent and depth of the technical capabilities and experiences of the Respondent and its Major Participants in, amongst others, the following areas as demonstrated by submissions and references:

1. Expertise and capability as a lead design-builder or EPC contractor on P3 projects (such as a DBF, DBFM or DBFOM) for social sector infrastructure;
2. Expertise and capability with regard to the design and construction of K-12 (or similar) facilities;
3. Expertise and capability with design and construction on DBFOM, concessions or other non-recourse finance infrastructure projects;
4. Track-record of meeting schedule and budget requirements associated the design and construction of schools and/or social sector infrastructure;
5. Overall design excellence as demonstrated by project submissions and any awards achieved;
6. Track record of providing value-added and innovative design and construction solutions as demonstrated by project submissions and references;
7. Construction capability and expertise (particularly management of construction risk and ability to manage complex constructability issues);
8. Record of safety and security / capability to abide by all applicable health and safety standards, required contractor permits and professional licenses;
9. Experience with start-up, commissioning and performance testing of newly constructed educational facilities; and
10. Expertise with stakeholder management and effective communications during design and construction of public buildings.

### **6.2.6.2. Services Capabilities and Experience**

The extent and depth of the technical capabilities and experiences of the Respondent and its Major Participants in, amongst others, the following areas as demonstrated by submissions and references:

1. Expertise with major maintenance of educational facilities, including monitoring and inspection of infrastructure and equipment, strategic planning of periodic maintenance and repair, etc.;
2. Track record of life-cycle maintenance of educational facilities, including preventative, repair and major rehabilitation;
3. Record of meeting service level requirements and performance standards;
4. Experience and qualifications with contracting structures under which the Lead Member and/or Services Provider were subject to deductions for performance shortfalls;
5. Record of meeting health, safety, and environmental standards and requirements;
6. Track record with regard to standards of customer service and satisfaction, highlighting relevant experience and qualifications, as well as programs designed to ensure customer satisfaction across all projects; and
7. Innovation in the areas of emerging technology or best practices that improve business efficiency, operational transparency, and public accountability.

### **6.2.6.3. Key Design-Build Personnel**

The evaluation will consider the Respondent's Key Design-Build Personnel's experience with the design and construction of educational facilities and similar social sector infrastructure projects using the DBFM/DBFOM delivery method:

1. Equity Member Project Manager's DBFM/DBFOM project experience;
2. Head Architect's educational facility and similar DBFM/DBFOM project experience;
3. Design-Build Design Manager's educational facility and similar DBFM/DBFOM experience;
4. Design-Build Project Manager's educational facility and similar DBFM/DBFOM experience; and
5. Design-Build Superintendents' educational facility and similar size project experience.

### **6.2.6.4. Key Services Personnel**

The evaluation will consider the Respondent's Key Services Personnel's experience with the management and lifecycle maintenance of educational facilities and similar social sector infrastructure projects:

1. Facility Manager's educational facility and facility management experience; and
2. Facility Project Manager's educational facility and facility management experience.

### ***6.2.6.5. Project Understanding and Technical Approach***

The evaluation will consider the degree to which the Respondent's approach clearly addresses PGCPs' goals and objectives and is well-supported by lessons learned from reference projects. Amongst others, the RFQ Response will be evaluated on the extent to which the proposed approach is:

1. Realistic, achievable, and relates and responds to the challenges and opportunities of the Project;
2. Addresses key PGCPs goals and objectives;
3. Addresses all components of the Project, including design, construction, safety and life-cycle asset maintenance;
4. Presents a strategy for efficient and innovative processes to maximize value for money for taxpayers; and
5. Reflects a collaborative, partnership approach to PGCPs and the community at large.

### ***6.2.6.6. Managing Services Providers Qualifications and Capabilities***

The evaluation of Lead Member's qualifications and capabilities to manage the Services Provider will address whether and to what extent the Respondent adequately responds to the capability requirements of the Project for managing services providers with respect to the following areas:

1. Track record managing services providers for schools and/or social sector infrastructure projects;
2. Track record managing services providers for projects with similar contracting structures (such as DBFM, DBFOM or similar) under which the Lead Member and/or services provider were subject to deductions for performance shortfalls;
3. Demonstrated success in the management of project maintenance for projects of comparable size, scope and complexity; and
4. Proposed approach to managing the Lead Services Provider that:
  - i. Is realistic, achievable and relates and responds to the challenges and opportunities of the Project;
  - ii. Addresses key PGCPs goals and objectives;
  - iii. Addresses all components of the Project's maintenance;
  - iv. Presents a strategy for efficient and innovative processes to maximize value for money for taxpayers; and
  - v. Reflects a collaborative, partnership approach to PGCPs and the community at large.

### 6.2.7. Financial Qualifications and Capability

An evaluation of the financial capabilities of each Respondent will address whether the RFQ Response adequately responds to the financial capability requirements of the Project with respect to the ability of the Respondent to raise financing and continue to maintain the Facilities over the term of the Project Agreement. PGCPS will evaluate each Respondent's financial qualifications and capability in accordance with the criteria set forth in herein.

#### 6.2.7.1. Financial Qualifications

1. The extent and depth of Equity Members' experience in investing equity and/or structuring financing sources to obtain financing commitments for proposals and achieving financial close on similar projects using a diverse range of financial products (including bank loans, taxable bonds, government credit assistance programs, letters of credit and other financing sources).
2. The Equity Members' experience successfully bringing comparable projects (size, scale, asset type) through construction completion.
3. Projects referenced above that evidence Equity Members' financing experience will merit higher scores if they satisfy more than one of the following criteria:
  - i. The Equity Member held a controlling ownership interest in the project company;
  - ii. The project reached financial close;
  - iii. The financed project was a DBFM project or similar;
  - iv. The project involved the design, construction and/or maintenance of schools or social sector infrastructure; and/or
  - v. The compensation structure was based on performance-based availability payments.

#### 6.2.7.2. Financial Capability

1. The Respondent team has the overall financial strength and capability to carry out the Project responsibilities as evidenced by and based upon:
  - i. The strength of the submitted financial statements of the Equity Members, Lead General Contractor and Lead General Contractor Members, Lead Services Provider and Lead Services Provider Members and Annex A (Financial Information Summary) to Form GG2 (Financial Information - Financial Officer Certificate);
  - ii. The level of support and financial statements of any Guarantor, bank or financial institution;
  - iii. Any credit ratings of the debt of the Respondent's Equity Members, Lead Architect and Lead Architect Member, Lead General Contractor and Lead General Contractor Members, and Lead Services Provider and Lead Services Provider Members;
  - iv. Information contained in the Financial Officer Certificates and Surety Letter provided in accordance with the Submission Requirements set forth in Section V (Submission Requirements);
  - v. The degree to which Equity Members demonstrate funding capacity and ability to invest equity capital in a manner that is consistent with the contemplated contractual and financial structure of the Project, as evidenced by the Equity Funding Letters;

- vi. Details regarding any bankruptcy/insolvency proceedings provided pursuant to Form B (Certifications); and
- vii. Other relevant financial information contained in the RFQ Response.

### **6.2.8. Contractors in Legal Proceedings with PGCPs**

PGCPs recognizes the significant costs and imposition on the time of personnel associated with legal proceedings. Accordingly, PGCPs has adopted a process stating that: “One factor, among others, that are to be considered when awarding a contract or purchase order is the existence of a pending legal dispute – whether in court or an alternative dispute forum – with any contractor or vendor which has submitted a bid or proposal. Before including consideration of the legal dispute as a factor, the Procurement Officer shall seek the advice of the Office of General Counsel regarding the legal dispute and shall obtain the concurrence of the CEO or his designee.”

### **6.2.9. Discretion to Disqualify Respondent**

PGCPs may, at any time and in its discretion, cease evaluating an RFQ Response and remove the applicable Respondent from further consideration in the procurement process if any of the following circumstances apply:

1. The RFQ Response does not contain each of the items required by Section V (Submission Requirements); provided that a Respondent shall not be disqualified solely based upon an administrative error;
2. The Respondent or any other entity has submitted negative information as part of any certification made in connection with the Forms required by this RFQ, including, for example, that the Respondent has been or is currently disqualified, removed, debarred or suspended from performing or bidding on work for the Federal Government, the State of Maryland, Prince George’s County, or PGCPs; or
3. The Respondent does not provide evidence that it can comply with the bonding requirements by providing a letter as required by the Submission Requirements.

**SECTION VII:  
GENERAL PROVISIONS,  
STATEMENT OF  
LIMITATIONS**



### 7.1 CONFLICTS OF INTEREST

Respondents must disclose any conflicts of interest by submitting a completed Form P (Vendor Conflict of Interest Disclosure Form).

### 7.2. CONFIDENTIALITY

It is understood and agreed that all information pertinent to this RFQ may contain trade secrets, which are confidential and proprietary. Respondents 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 entire procurement process.

Respondents 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. Respondent 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.

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 Procurement Process as Confidential Information.

### 7.3. Public Disclosure

All information received in response to this RFQ will become property of PGCPs and will not be returned. Respondents submitting business or other information pursuant to this RFQ should be aware that requests for proposal submissions are subject to the Maryland Public Information Act (Education Article, Maryland Annotated Code, §10-611, et seq.) (“MPIA”). In accordance with the Act, certain information is subject to public disclosure.

All information submitted by Respondents 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. However, and in accordance with the MPIA, you are hereby notified that all information submitted in response to this RFQ may be subject to disclosure under the MPIA.

All confidential and proprietary information, which is clearly identified as such, and disclosed to PGCPs shall, to the extent permitted by law, be held in confidence and used only in the evaluation process for the RFQ. Respondents shall be solely responsible for protecting their own trade secrets or proprietary information and will be responsible for all costs associated with protecting such information from disclosure. PGCPs has no duty to defend proprietary or Confidential Information from any public records request. Upon receipt of a public records request pursuant to which PGCPs determines it must disclose information marked as a proprietary trade secret, PGCPs shall first deliver a notice to the

affected Respondent of its intent to disclose such information. The Respondent shall have a maximum of five business days to respond to pursue legal remedies to stop PGCPs' release of the requested information.

PGCPs may disclose submissions received in response to this RFQ to both governmental and non-governmental evaluators. Each non-governmental evaluator will sign and provide a Nondisclosure Agreement to PGCPs.

### **7.4. RESERVED RIGHTS**

In connection with the procurement described in this RFQ, PGCPs reserves any and all of the rights available to it under applicable law and this RFQ, which rights shall be exercisable by PGCPs in its sole discretion. Such rights include the right to, with or without cause and with or without notice, and to the extent not otherwise prohibited under this RFQ:

1. Modify the Procurement Process or documentation described in this RFQ;
2. Modify the scope of the Project;
3. Appoint additional evaluation teams to review RFQ Responses and seek the assistance of outside technical, financial, legal and other experts and consultants;
4. Waive non-material deficiencies in an RFQ Response, accept and review a non-conforming RFQ Response or permit clarifications or additional information to be submitted with respect to an RFQ Response;
5. Make independent calculations with respect to numbers and calculations submitted in an RFQ Response for purposes of their evaluation;
6. Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in an RFQ Response;
7. Require confirmation of information submitted by a Respondent, require additional information from a Respondent concerning its RFQ Response, or require additional evidence of qualifications to perform the work described in this RFQ;
8. Seek or obtain data from any source that has the potential to improve PGCPs' understanding and evaluation of such RFQ Response;
9. Terminate evaluations of RFQ Responses received at any time;
10. Reject any and all RFQ Responses received at any time;
11. Not select any Respondent as a Final Proposer;
12. Add as a Final Proposer any Respondent that submitted an RFQ Response in order to replace a previously selected Final Proposer that withdraws or is disqualified from participation in this procurement;
13. Disqualify any Respondent that changes its RFQ Response without PGCPs' approval;

14. Disqualify any Respondent or Final Proposer from the Procurement Process for violating any rules or requirements of the procurement specified in (i) this RFQ, (ii) the RFP, (iii) any other communication from PGCPS or (iv) applicable law;
15. Accept, reject or seek additional information regarding a Respondent's request to make any changes to its organization;
16. Withdraw or cancel this RFQ or any subsequent RFP, in whole or in part, at any time prior to the execution by PGCPS of the Project Agreement, without incurring any cost obligations or liabilities; PGCPS may still incur the costs of stipends for percentage of work completed during the RFP stage;
17. Revise the evaluation factors or methodology prior to the RFQ Response Submission Deadline;
18. Issue addenda, supplements and modifications to this RFQ;
19. Issue a new request for qualifications or request for proposals after cancellation of this RFQ or any subsequent RFP;
20. Not issue an RFP;
21. Develop some or all of the Project itself;
22. Disclose information submitted to PGCPS as permitted by applicable law or this RFQ;
23. Exercise any other right reserved or afforded to PGCPS under this RFQ or applicable laws and regulations; and
24. Exercise its discretion in relation to the matters that are the subject of this RFQ as it considers necessary or expedient in the light of all circumstances prevailing at the time which PGCPS considers to be relevant.

**This RFQ does not commit or bind PGCPS to enter into a contract or proceed with the procurement described in this RFQ. PGCPS does not assume any obligation, responsibility or liability, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, and all such costs shall be borne solely by each Respondent.**

# APPENDICES

Appendix A: Definitions

Appendix B: Forms

## APPENDIX A - DEFINITIONS

**“Affiliate”** means in relation to any Person:

- a) any other Person having Control of that Person;
- b) any other Person over whom that Person has Control;
- c) any Person over whom any other Person referred to in (a) above also has Control; or
- d) only with respect to the use of the term “Affiliate” in Forms B (Certifications) and C (Legal Disclosures), any consortium, partnership or joint venture involving such Person,

where “Control” of a Person by another Person means that other Person (whether alone or with others, and whether directly or indirectly at any tier): (i) holds the majority of voting rights in the controlled Person; (ii) has the right to appoint the majority of the board of directors (or equivalent) of that controlled Person; and/or (iii) exercises control over that controlled Person’s affairs.

In the case of an Equity Member, if the Equity Member is an investment fund, **“Affiliate”** includes such Equity Member’s general partner but does not include any other investment fund in which its general partner is an equity investor as a general partner.

**“Capital Charge”** means the portion of the availability payment to be paid to the Developer for the design and construction of the Project.

**“Community Investment Program”** means a program as described in section 2.2.10. (Minority Business Enterprise and Prince George’s County Resident Equity Investment Requirements) which will contribute equity to the Project as part of such Respondent’s financing plan.

**“Conflict of Interest”** means:

1. Any situation or circumstance where a Respondent or any of its Major Participants:
  - I. Has other commitments, relationships, financial interests or involvement in ongoing litigation that:
    - a. a. could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of PGCP’s independent judgment; or
    - b. b. could or 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 PGCP and/or the County to prepare procurement documents for the Project; or
  - III. has knowledge of or access to confidential information (other than confidential information disclosed by PGCP in the normal course of the RFQ or RFP) of strategic or material relevance to the RFQ, the RFP or to the Project that is not available to other Respondents and that could or could be seen to give the Respondent an unfair competitive advantage; and
2. Any conflict of interest considered under Maryland Code, General Provisions § 5-501 through § 5-508, as well as under Board Ethics Policies (Board Policy 0107).

**“County Based Business”** or **“CBB”** means a business that is (i) either located in Prince George’s County OR derives the majority of its revenue in the County and (ii) is duly certified as a County Based Business in Prince George’s County, as determined by the Prince George’s County Office of Central Services.

**“DBFM”** means a Design, Build, Finance and Maintain contractual agreement or arrangement.

**“Design-Build Design Manager”** means the individual(s) from the Lead Architect or Lead Architect Member who will be leading and coordinating the design phase of the project.

**“Design-Build Project Manager”** means the individual(s) from the Lead General Contractor or Lead General Contractor Member who will be leading and coordinating the construction phase of the project.

**“Design-Build Superintendents”** means the individual(s) from the Lead General Contractor or Lead General Contractor Member who will serve as construction superintendents leading the on-site construction work.

## APPENDIX A - DEFINITIONS

**“Developer”** means the entity identified, or otherwise established, as the Successful Proposer to enter into the Project Agreement. The Developer shall develop, design, finance, construct, and provide specified life-cycle maintenance for the maintain the Project at prescribed standards over the term of the Project Agreement.

**“Equity Member”** means each member of the Respondent that will contribute equity to the Project as part of such Respondent’s financing plan, including all MBE Equity Members.

**“Equity Member’s Project Manager”** means the individual(s) from the Lead Member or one of the Equity Members with primary responsibility for planning and supervising the performance of design, engineering and construction work for the Project.

**“Evaluation Criteria”** means the criteria set forth in Section 6.2 (Evaluation Criteria and Weighting) that will be used to evaluate and rank the RFQ Responses.

**“Facility”** or **“Facilities”** refer to one or more schools identified in the RFP and incorporated in the Project Agreement as comprising the Project.

**“Facility Manager”** means the individual(s) from the Lead Services Provider or Lead Services Provider Member who will be on-site full time and lead the on-site management of all schools and sites in the Schools Package.

**“Facility Project Manager”** means the individual(s) from the Lead Services Provider or Lead Services Provider Member who will manage the project account and will serve as the Respondent’s main contact during the Services Period.

**“Final Proposal”** means a proposal submitted by a Final Proposer in response to the RFP.

**“Final Proposer”** means a Respondent selected by PGCPs pursuant to the RFP to participate in the design competition and submit a Final Proposal in response to the RFP.

**“Financial Advisor”** means the member of the Respondent’s team that will be responsible for arranging and securing debt financing on behalf of the Developer.

**“Guaranteed Maximum Price”** or **“GMP”** refers to the cost of performance of engineering and construction work for the Project is compensated for actual costs incurred plus a fixed fee, limited to a maximum price.

**“Guarantor”** means each parent company or other entity (in either case, if any) that is nominated by the Respondent that would support and guarantee the obligations of an Equity Member, Lead Architect or Lead Architect Member, or Lead General Contractor or Lead General Contractor Member.

**“Head Architect”** means the individual(s) who will be responsible for and lead the design of the school facilities and sites in the Schools Package.

**“Home State”** means the state in which an MBE maintains its principal place of business.

**“Key Design-Build Personnel”** means individuals a Respondent plans to utilize in managing the design and construction of the Project.

**“Key Management Personnel”** means a Respondent’s Registered Representative and the person who will lead the negotiations for the Respondent during the RFP stage of the Procurement Process.

**“Key Services Personnel”** means individuals a Respondent plans to utilize in managing the Services of the Project during the Services Period.

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

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

## APPENDIX A - DEFINITIONS

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

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

**“Lead Member”** means the Respondent team member duly designated in the RFQ Response as the leader and point of contact for the Respondent for purposes of the procurement, as set forth in Section 3.5.4 (Lead Designation and Registered Representative) of this RFQ.

**“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 Facilities over the term of the Project Agreement.

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

**“Major Participant”** means each of the following during the RFQ stage:

1. Each Equity Member, including each MBE Equity Member;
2. If an Equity Member is an investment fund, the fund’s general partner(s);
3. The Lead Architect;
4. Each Lead Architect Member;
5. The Lead General Contractor;
6. Each Lead General Contractor Member;
7. The Lead Services Provider;
8. Each Lead Services Provider Member (if any); and
9. Each Guarantor.

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

**“Minority Business Enterprises”** or **“MBE”** means any legal entity, other than a joint venture, that is at least 51 percent owned and controlled by one or more minority person(s) and organized to engage in commercial transactions. Minority person means a member of a socially or economically disadvantaged minority group which includes African American/Black (not of Hispanic origins), Asian American, Native American, Women, Hispanic, Physically and Mentally Disabled, and not-for-profit organized to promote the interests of the physically or mentally disabled individuals and those that are accredited by the Department of Education, Division of Rehabilitation (“DORS”), as Community Rehabilitation Programs (CRP).

**“MBE Equity Member”** means each member of the Respondent team that is a Minority Business Enterprise and that will contribute equity to the Project as part of such Respondent’s financing plan.

**“Organizational Changes”** has the meaning set forth in Section 3.5.5 (Changes in Organization).

**“Person”** means an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization or a governmental authority.

**“Prince George’s County Public Schools”** has the meaning set forth in Section 2.1.1 (Prince George’s County Public Schools).

**“Procurement Process”** means the procurement process to select a Successful Proposer to deliver the Project, as outlined in Section 3.1 (Procurement Process).

## APPENDIX A - DEFINITIONS

**“Project”** means the design, build, financing, testing, commissioning, maintenance, and life-cycle rehabilitation of the Schools and all other Design-Build Work and Services as required by the Project Agreement, and as may be further defined by PGCPSS during this solicitation.

**“Project Agreement”** means the contract to design, build, finance and maintain the Project that PGCPSS, and if applicable, Prince George’s County, will enter into with the Developer upon successful completion of the Procurement Process.

**“Prototype School”** means a floor plan layout that will be used on one (1) or more sites in the Schools Package.

**“Registered Representative”** means the individual who will be the Respondent’s executive level contact for PGCPSS.

**“Request for Proposals”** or **“RFP”** means the solicitation that may be issued by PGCPSS to Final Proposers, and all applicable addenda.

**“Request for Qualifications”** or **“RFQ”** means this Request for Qualifications and all attached appendices, addenda and/or attachments referenced herein.

**“Respondent”** means any company, team or joint venture which submits an RFQ Response in accordance with this RFQ.

**“RFQ Response”** means a written qualifications package submitted to PGCPSS by a Respondent in response to this RFQ and any responses provided by the Respondent during oral interviews.

**“RFQ Response Submission Deadline”** has the meaning set forth in Section 4.3.3 (RFQ Response Submission Deadline).

**“Schools Package”** means the following schools and locations that have been identified for Blueprint Schools Phase 2:

1. Margaret Brent Elementary School;
2. James E. Duckworth Regional School;
3. Hyattsville Elementary School;
4. Springhill Lake Elementary School;
5. Brandywine K-8 School; and
6. Robert Frost K-8 School.

**“Services Charge”** means the portion of the availability payment to be paid to the Developer for providing the Services.

**“Site Plan”** means conceptual site plan layouts indicating design intent for land development of the parcel(s) or lot(s) of a site in the Schools Package.

**“Subcontractor”** means any member of a Respondent team or a Final Proposer team who is not a Major Participant.

**“Successful Proposer”** means the Final Proposer selected by PGCPSS, in accordance with the RFP, to deliver the Project.

## Forms Include The Following:

*Form A – Submittal Letter*

*Form B – Certifications*

*Form B.1. – Delegations and Authorizations [required from each Major Participant]*

*Form B.2. – Certification*

*Form C – Legal Disclosures*

*Form D – Request for Confidentiality / Proprietary Information*

*Form E – Major Participant Information*

*Form F – Technical Experience*

*Form G – Financial Information*

*Form H – Experience Managing Services Providers*

*Form I – Safety Performance Questionnaire*

*Form J - STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION*

*Form K – STATE OF MARYLAND TAX CERTIFICATION*

*Form L - NON-COLLUSION CERTIFICATE*

*Form M – DEBARMENT AFFIDAVIT*

*Form N – CERTIFICATE OF INSURANCE COVERAGE Form O – MBE*

*Form P – Vendor Conflict of Interest Disclosure Form*

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Form A – Submittal Letter

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[Submission Date]

To: Ms. De’Nerika Johnson  
Construction Procurement Supervisor  
Department of Capital Programs  
13300 Old Marlboro Pike, Trailer 10  
Upper Marlboro, MD 20772

**REFERENCE:** RFQ No. DCP001-23 - Statement of Qualifications for PGCPS Blueprint Schools Phase 2

Dear Madam:

Pursuant to the Request for Qualifications No. DCP001-23 dated October 31, 2022, ([as amended by addenda [●]]<sup>1</sup> [Name of Respondent] hereby submits this RFQ Response in conformity with the terms and conditions set forth in the subject RFQ, whose provisions we accept in their entirety, without reservation or restriction.

We are submitting our Qualifications in association with: [Insert a list with full name and address of each Major Participant]. [We confirm that we have designated [insert full name and address of Lead Member] as the Lead Member of our Consortium.]<sup>2</sup> We have designated [Name of Registered Representative] of [Name of Major Participant] as our Registered Representative.

[Name of Respondent] hereby represents and warrants that all information and statements included in this RFQ Response are complete and accurate in all respects and accepts that any inaccurate or misleading information contained in this RFQ Response may result in disqualification.

[Name of Respondent] hereby warrants that it:

- (i) has read the RFQ [(including all addenda)]<sup>3</sup> and
- (ii) agrees to abide by the contents and terms of the RFQ and the statements and commitments in this RFQ Response.

[Name of Respondent] confirms that:

- (i) it acknowledges and accepts that, under the terms of the RFQ, PGCPS reserves the right to cancel the procurement or declare it void or otherwise without effect for any reason whatsoever, and that such action shall not entitle the Respondent to any claim whatsoever against PGCPS, the County, or any of their respective representatives, advisors or consultants, and
- (ii) it accepts all costs and expenses incurred by it in preparing this RFQ Response and, except as may be set forth in the RFP, all costs and expenses from participating in the procurement process will be borne solely by the Respondent,

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<sup>1</sup> The “as amended.....” language should only be included if there have been addenda to the RFQ which have made amendments. Otherwise, delete bracketed language

<sup>2</sup> [Delete in case no association is foreseen.]

<sup>3</sup> Delete if not applicable.

- (iii) it acknowledges and accepts the participation goals for Minority Business Enterprises and County-Based Businesses and the equity investment goals for Minority Business Enterprises and community investors set forth in the RFQ and agrees that, if selected as the successful Proposer, it will undertake to meet such goals; and
- (iv) accepts the exclusive application of Federal laws and the laws of the State of Maryland with respect to this qualification and procurement process.

[Name of Respondent] hereby designates \_\_\_\_\_ as its Respondent Registered Representative to receive notices with respect to this tender process:

Name: [●]  
Title:<sup>4</sup> [●]  
Employer: [●]  
Address: [●]  
Phone (office): [●]  
Phone (mobile): [●]  
Email: [●]  
Fax (if any): [●]

Under penalty of perjury, I hereby swear and affirm that I am authorized to act on behalf of the Respondent in signing and delivering this letter and acknowledge that PGCPS is relying on my representation to this effect.

Sincerely,

Respondent: [Name of Respondent]  
By: \_\_\_\_\_  
Printed Name: [insert Respondent Registered Representative name]  
Title: Respondent Registered Representative

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<sup>4</sup> List individual's current job title, other than "Respondent Registered Representative".

Form B – Certifications

Form B.1. – Delegations and Authorizations [required from each Major Participant]

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

[Certification Date]

To: Ms. De’Nerika Johnson  
Construction Procurement Supervisor  
Department of Capital Programs  
13300 Old Marlboro Pike, Trailer 10  
Upper Marlboro, MD 20772

**REFERENCE:** Certification of Delegation and Authorization

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

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

[role of Major Participant]:  
[insert Major Participant name]  
By: \_\_\_\_\_  
Printed Name: [insert name]  
Title: [insert title]

**Form B.2. – Certification**

**B.2.1. Instructions**

In addition to the requirements stipulated in Section V (Submission Requirements), please note the following:

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

For the purposes of this Form B.2, "**Affiliate**" means an Affiliate that:

- a) within the past five years has been engaged in business or investment; or
- b) has been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation, or maintenance for any project listed in Form F1 (Technical Experience – Design-Build), Form F2 (Technical Experience - Services), and Form G1 (Equity Member Experience).

**B.2.2. Certifications**

**Respondent Name:** [Respondent to provide]

**B.2.2.1. Summary of Certifications**

Table B.2.2.1 Summary of Certifications

No	Entity providing a completed <u>Section B.2.2. of Form B</u>	Role of such Entity <sup>5</sup>	Answered Yes to One or More Certifications?	
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No

<sup>5</sup> E.g., Financing Member, Lead Architect, Lead Architect Member, Lead General Contractor, Lead General Contractor Member, Lead Services Provider, Lead Services Provider Member, or Guarantor.

**B.2.2.2. Certifications**

**Respondent Name:** [Respondent to provide]

**Name of Team Member:** [Respondent to provide]

- Role on Respondent:**
- Equity Member
  - Lead Architect
  - Lead Architect Member
  - Lead General Contractor
  - Lead General Contractor Member
  - Lead Services Provider
  - Lead Services Provider Member
  - Guarantor for [Respondent to provide relevant entity]

**Table B.2.2.2. Certifications**

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

**Table B.2.2.2. Certifications**

No.	Certification Questions	Yes	No
(5)	<p>Has any construction or project or operations and maintenance contract performed or managed by the entity or, to the knowledge of the undersigned, any Affiliate involved repeated or multiple failures to comply with U.S. federal, state or local or foreign government safety rules, regulations or requirements within the past ten years?</p> <p><i>If yes, please explain, and provide owner contact information, including current telephone and fax numbers and email addresses.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(6)	<p>Has the entity or any Affiliate been found, adjudicated or determined by any Federal or state court or agency, or foreign government court or agency to have violated any laws or regulations relating to worker safety within the past ten years?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(7)	<p>Has the entity or any Affiliate been found, adjudicated or determined by any Federal court, Federal agency, state court or state agency or foreign government (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable state governmental agency) to have violated any law or executive order relating to employment discrimination or affirmative action within the past ten years, (including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar state or foreign law)?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(8)	<p>Has the entity or any Affiliate been found, adjudicated, or determined by any Federal court, Federal agency, state court or state agency, or foreign government court or agency to have violated or failed to comply with any law or regulation of the United States or any state, or any foreign government law or regulation within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(9)	<p>Has the entity or any Affiliate been found, adjudicated or determined by any Federal or state court or agency (including the Environmental Protection Agency) or foreign government court or agency to have violated any laws or regulations relating to protecting the environment?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(10)	<p>Has the entity or any Affiliate been found, adjudicated or determined by any Federal, state or local court or agency or foreign government, court or agency or local government to have violated the terms of any community benefits agreement of which it was a signatory?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

**Table B.2.2.2. Certifications**

No.	Certification Questions	Yes	No
(10)	<p>With respect to each of Questions 1-10 above, if not previously answered or included in a prior response on this Form, is any notice, warning, investigation, proceeding, claim, matter, suit, indictment, etc. currently pending against the entity that could (assuming subsequent necessary actions are taken) result in the entity being found liable, guilty or in violation of any of laws or regulations referenced in Questions 1-9 above and/or subject to debarment, suspension, removal or disqualification by the Federal government, any state or local government, or any foreign governmental entity?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(11)	<p>Has the entity or any Affiliate been established or operated in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(12)	<p>Is the entity or any Affiliate a successor, assignee, subsidiary, or affiliate of a suspended or debarred business?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

By: \_\_\_\_\_

Printed Name: *[insert name]*

Title: *[insert title]*

**[End of Form B]**

Form C – Legal Disclosures

**C.1. Instructions**

In addition to that set forth in Section V (Submission Requirements), please note the following:

- a) For purposes of this Form C, the relevant experience of an entity is deemed to include experience on any Reference Project in which its level of involvement was at least equivalent to the relevant threshold set out in Form F1 (Technical Experience – Design-Build) and Form F2 (Technical Experience – Services).
- b) For the relevant project owner’s (“**Owner**”) or contract counterparty’s (“**Counterparty**”) contact information, please submit a current name, title, phone number and email address of an individual employed by the Owner or Counterparty involved in the relevant dispute, breach of contract or termination.
- c) If the relevant circumstances described in either question do not apply to any of the Respondent’s Major Participants, or any Affiliate of any of them, replace the relevant table with "None applicable".

For the purpose of this Form C, "**Affiliate**" means an Affiliate that:

- a) within the past five years, has been engaged in business or investment; or
- b) has been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed in Form F1 (Technical Experience – Design-Build), Form F2 (Technical Experience - Services), and Form G1 (Equity Member Experience).

**C.2. Summary of Legal Liabilities and Proceedings**

**Respondent Name:** *[Respondent to provide]*

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

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

**Table C2. Summary of Legal Liabilities and Proceedings**

<b><i>[Role of Entity in Respondent]: [Entity Name]</i></b>	
(1)	Description:
	Owner's or Counterparty's Representative:
<b><i>[Role of Entity in Respondent]: [Entity Name]</i></b>	
(2)	Description:
	Owner's or Counterparty's Representative:

**C.3 Contractors in Legal Proceedings with PGCPS**

**Respondent Name:** *[Respondent to provide]*

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

- Yes
- No

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

- Yes
- No

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

**Table C3. Contractors in Legal Proceedings with PGCPS**

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

***[End of Form C]***

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Form D – Request for Confidentiality / Proprietary Information

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

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

Table D1. Confidential and Proprietary Information Index

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No.	RFQ Response Heading(s)	RFQ Section(s)	RFQ Response Page(s)	Relevant Public Disclosure Law Exemption(s)

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[End of Form D]

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Form E – Major Participant Information

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In addition to that set forth in Section V (Submission Requirements), please note the following:

- a) For each Equity Member, Lead Architect, Lead Architect Member, Lead General Contractor, Lead General Contractor Member, Lead Services Provider, Lead Services Provider Member, and Guarantor complete [Tables E1, E2 and E3].<sup>6</sup>
- b) If information requested in relation to an entity is not relevant to such entity, state "Not Applicable".

**Table E1. Team Member and Role**

---

<b>(1) Name of Team Member:</b>	<i>[Respondent to provide]</i>
<b>(2) Role:</b>	<input type="checkbox"/> Equity Member
	<input type="checkbox"/> Lead Architect
	<input type="checkbox"/> Lead Architect Member
	<input type="checkbox"/> Lead General Contractor
	<input type="checkbox"/> Lead General Contractor Member
	<input type="checkbox"/> Lead Services Provider
	<input type="checkbox"/> Lead Services Provider Member
	<input type="checkbox"/> Guarantor for <i>[Respondent to provide entity name]</i>

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<sup>6</sup> In the event that Financing Member is not yet legally formed, each member of the Financing Member must complete separate a Form E (Major Participant Information).

Table E2. Legal Information

- (1) Type of Legal Entity:**
- Corporation
  - Limited liability company
  - Joint venture
  - Partnership
  - Other: *[Respondent to provide]*

If the entity is a limited liability company, joint venture or partnership, indicate the name of each member firm in the space below. Complete a separate Form E (Major Participant Information) for each member firm and include it with the RFQ Response.

Names of member firms:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**(2) Year Established:** *[Respondent to provide]*

**(3) Country (and where applicable State) of Organization or Formation:** *[Respondent to provide]*

**(4) Dun and Bradstreet Number (DUNS #):** *[Respondent to provide]*

Table E3. Corporate Information

**(1) Business Address:**

**(2) Headquarters:**

**(3) Office Performing Work:**

**(4) Contact Telephone Number:**

**(5) Contact Person:**

**AUTHORIZED REPRESENTATIVE:**

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the authorized representative of the entity to which this form relates:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[End of Form E]**

## Form F – Technical Experience

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### **Form F.1. – Technical Experience – Design Build**

### **Form F.2. – Technical Experience – Services**

*Instructions:*

Please provide information for a minimum of three and a maximum of six projects on which Major Participant has worked over the past seven years. Only include projects on which the Major Participant was at least 50% responsible for delivery of the project.

Please try to limit the information to that requested in the Form itself. Additional information on the selected projects for each category may be provided in the Technical Narrative Attachment to this Form.

The description should, at a minimum, give an overview of the project, and explain why the experience that the Major Participant gained on the project is relevant to the Project. Please also indicate in which project multiple Major Participants have worked together.

**Form F.1. Technical Experience – Design-Build**

[Using the format below, please provide detailed information on each project for which the Lead Architect (or Lead Architect Member) or the Lead General Contractor (or Lead General Contractor Member) was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out design, engineering, construction and commissioning services similar to the ones contemplated under this Project, with an emphasis on schools, educational facilities or social sector infrastructure. Each project table should be limited to two pages. Respondents are also encouraged to submit a summary table highlighting relevant design-build experience.]

Project name:	Project Cost: [including original Contract Amount, Final Contract Amount and % Change]
Project Location:	Project Duration: [start and completion dates] <sup>7</sup>
Client or Owner: <sup>8</sup>	Scope of Services Provided: (design, engineering, construction management, commissioning, etc.)
Level of Major Participant’s Participation: <sup>9</sup>	Start date (month/year): Completion date (month/year):
Name of associated companies, if any:	Contractual arrangement (design-bid-build, design-build, design-build-finance, DBFOM, etc.) and compensation structure (availability payment, milestone payment, pay-go, etc.)
Narrative description of Project:  [Please provide an overview of the Project, indicating why this is relevant to the scope of services envisioned in the RFQ. Please highlight outcome of work performed, including key project metrics, awards or accolades, etc.]	
Description of actual services provided by your staff within the assignment:	
Description of MBE participation and community benefit initiatives:	

<sup>7</sup> Dates should only reflect period of time in which the Major Participant was involved in the project.

<sup>8</sup> Should include client contact information for reference checks. It is the responsibility of the Respondent to ensure that contact information is accurate.

<sup>9</sup> Quantify the Major Participant’s participation in monetary terms and as percentage of the design work.

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**Form F.2. Technical Experience – Services**

*[Using the format below, please provide detailed information on each project for which the Lead Services Provider (or Lead Services Provider Member) was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out asset management (life-cycle maintenance, repair and replacement) similar to the services contemplated under this Project, with an emphasis on schools, educational, social sector (or similar) facilities, etc. Each project table should be limited to two pages. Respondents are also encouraged to submit a summary table highlighting relevant life-cycle maintenance experience.]*

Project name:	Project Size and Scope: [size and type of facilities under maintenance contract]
Project Location:	Project Duration: [start and completion dates] <sup>10</sup>
Client or Owner: <sup>11</sup>	Level of Major Participant’s Participation: <sup>12</sup>
Name of associated companies, if any:	Contractual arrangement (service agreement, O&M contract, DBFM, etc.) and compensation structure (performance-based availability payment, fixed fee, etc.)
Scope of Services:  [Please describe responsibilities assigned to Major Participant, such as the nature and extent of maintenance services, etc.]	
Narrative description of Project:  [Please provide an overview of the Project, indicating why this is relevant to the scope of services envisioned in the RFQ.]	
Description of actual services provided by your staff within the assignment:	
Description of MBE participation and community benefit initiatives:	

**[End of Form F]**

<sup>10</sup> Dates should refer to the term of the maintenance agreement.

<sup>11</sup> Should include a client contact information for reference checks. It is the responsibility of the Respondent to ensure that contact information is accurate.

<sup>12</sup> Quantify the Major Participant’s participation in monetary terms and as percentage of total contract.

## Form G – Financial Information

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- Form G.1. Financial Information - Equity Member Experience
- Form GG1. Financial Information - Information Regarding Equity Members
- Form GG2. Financial Information - Financial Information - Financial Officer Certificate

**Form G.1. Financial Information – Equity Member Experience**

Table G1. Equity Member Experience										
Equity Member	Project Name & Location <sup>13</sup>	Project Size <sup>14</sup>	Capital Structure <sup>15</sup>	Debt Amount & Source <sup>16</sup>	Date of Financial Close	Construction Start Date	Percentage of Works Completed as of October 1, 2022	Level of Equity Member's Participation <sup>17</sup>	Type of Payment Mechanism <sup>18</sup>	Level of MBE or Community Equity Participation <sup>19</sup>

<sup>13</sup> Provide information for a minimum of three and a maximum of six P3 projects on which any of the Financing Members has been involved in over the past seven years. If any of the Financing Members is a fund, the experience of other funds and vehicles under common management may also be included. Only include projects in which a Financing Member held at least 10% equity ownership.

<sup>14</sup> Provide total amount of the project financed under a private finance/ project finance structure (do not include public debt, public equity or capital grants).

<sup>15</sup> Provide the percentage debt and equity used to finance the project.

<sup>16</sup> Specify amounts in US Dollars and identify any exchange rates applied to convert amounts in other currencies using the exchange rate prevailing as of October 1, 2022, including the benchmark rate applied. Specify the type of debt in brackets (e.g., bank debt, TIFIA, bonds, etc.).

<sup>17</sup> Specify amount invested by the Financing Member in the form of shareholders' equity. Separately specify the total amount of all private shareholders' equity investments for the listed project and the percentage that the Financing Member's equity investment bears to that total.

<sup>18</sup> Specify the type of payment mechanism used for the project (e.g., availability payment, revenue concession, or combinations of these mechanisms).

<sup>19</sup> Specify amount invested by MBEs or community investors in the form of shareholders' equity. Separately specify the total amount of all equity investments for the listed project and the percentage that MBEs' or the community's equity investment bears to that total.

**Form GG1. Financial Information - Information Regarding Equity Members**

In addition to the instructions provided in Section V (Submission Requirements), please note the following:

- a) Complete one Form GG1 (*Financial Information - Information Regarding Equity Members*) for each Equity Member.
- b) If an Equity Member identified in Form GG1 (*Financial Information - Information Regarding Equity Members*) is a joint venture, consortium, partnership or limited liability company, complete a separate Form GG1 (*Financial Information - Information Regarding Equity Members*) for each member firm of the joint venture, consortium, partnership or limited liability company.
- c) Indicate whether an Equity Member is also the Lead Architect (or Architect Member), Lead General Contractor (or Lead General Contractor Member), or Lead Services Provider (or Lead Services Provider Member).
- d) Indicate whether an Equity Member is an MBE.

<b>Table GG1. Information Regarding Equity Members</b>						
<b>Equity Member name, address, legal nature and state of organization</b>	<b>Planned equity share percentage in the Respondent (sum total should be 100%)</b>	<b>Guarantor name and address (if applicable)</b>	<b>Other roles (if applicable) (i.e., Lead Architect, Lead General Contractor, etc.)</b>	<b>Is Equity Member an MBE? (Yes/No)</b>	<b>If an MBE, are you a locally owned MBE (Yes/No)</b>	<b>If a certified MBE, provide the certifying agency and number</b>

## Form GG2. Financial Information - Financial Officer Certificate

### Instructions

In addition to the instructions provided in Section V (Submission Requirements), please note the following. Respondents should complete a separate Form GG2 (Financial Information – Financial Officer Certificate) for each of the following:

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

### Form of the Financial Officer's Certificate

I, [Name], the [Title]<sup>20</sup> of [Name of Equity Member, Lead Architect or Lead Architect Member, Lead General Contractor or Lead General Contractor Member] (the "Company") [and the [Title] of [Name of Guarantor Entity] (the "Guarantor")]<sup>21</sup>, do hereby certify as of [Date] that:

- a) This Certificate is being executed and delivered in connection with the RFQ Response submitted by [Respondent] in response to the Request for Qualifications No. DCP001-23 (the "RFQ") issued by PGCPS for Blueprint Schools Phase 2.
- b) As to the matters herein set forth below, I either have personal knowledge or have obtained information from officers or employees of the Company [and the Guarantor] in whom I have confidence and whose duties require them to have personal knowledge thereof. I make the certifications herein to PGCPS pursuant to the requirements of Section V (Submission Requirements) of the RFQ with the intent and understanding that they will be relied upon by PGCPS as a basis for the evaluation of the RFQ Response as contemplated by the RFQ.
- c) **[Guarantor Support:** It is the intention of the Guarantor to support the Company with the financial, human resources and other support needed by the Company to successfully satisfy its obligations in respect of PGCPS Blueprint Schools Phase 2 if the Respondent were to become the Developer.]<sup>22</sup>
- d) **Audited Financial Statements:** The audited financial statements provided by [the Company] [the Guarantor] pursuant to Section V (Submission Requirements) in the RFQ Response for the fiscal years ended [●], [●] and [●] are complete and correct copies thereof. Where [the Company] [the Guarantor] has provided unaudited financial results, such financial results present fairly, in all

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<sup>20</sup> This Certificate should be provided by the Company's Chief Financial Officer, treasurer, or other similar financial officer. If the Company does not have this type of corporate officer internally and will rely on the financial officer of an Affiliated or unaffiliated entity, such as an investment advisor or financial manager, both the financial officer delivering this certificate and a duly authorized signatory of the Company must sign this certificate.

<sup>21</sup> Each Major Participant of the Respondent should provide its own separate Certificate. However, if any such company is proposing a Guarantor, only one consolidated Certificate is required for the Guarantor and its guaranteed entity. If a company has no Guarantor, all references to "Guarantor" should be deleted from this Certificate.

<sup>22</sup> Delete if there is no Guarantor and this is not applicable.

material respects, the financial position and results of operations and cash flows of [the Company] [the Guarantor and its consolidated subsidiaries, including the Company,] as of such dates and for such periods. [The Company] [The Guarantor] has no material contingent liabilities or unusual forward or long-term commitments not disclosed therein.<sup>23</sup>

- e) **Off-Balance Sheet Liabilities:** The [Company][Guarantor] does not have any material off-balance sheet liabilities [other than the following: [●]].
- f) **Financial Information Summary:** Attached hereto as Annex A is a completed financial information summary relating to [the Company] [the Guarantor and its consolidated subsidiaries, including the Company], which has been prepared based on the information from its audited financial statements and other sources, if not included in its audited financial statements. All the information provided in the attached Annex A is complete and correct to the best of my knowledge.
- g) **Bankruptcy/insolvency proceedings:** [There has been no Insolvency Event relating to the Company [or Guarantor] or any of its Affiliates which has occurred within the most recent three fiscal years (whether or not such proceeding was ultimately dismissed).] [Attached hereto as Annex B is a detailed description of an Insolvency Event relating to [Entity Name].]<sup>24</sup> For the purposes of this certification, "**Insolvency Event**" means any voluntary or involuntary bankruptcy, insolvency, liquidation, restructuring, suspension of payments, scheme of arrangement, appointment of provisional liquidator, receiver or administrative receiver, resolution or petition for winding-up or similar proceeding, under any applicable law, in any jurisdiction.
- h) **Material Changes in Financial Condition:** [No material change in the financial condition of the Company [or Guarantor] has occurred or is projected to occur, as applicable:
  - (i) within the most recently completed three fiscal years that is not reflected in its audited financial statements;
  - (ii) since the date of its audited financial statements for its most recently completed fiscal year;
  - or
  - (iii) during the next fiscal quarter following the date of the RFQ Response.]

[Attached hereto as Annex C is a detailed description of material changes in the financial condition of [the Company] [the Guarantor].]<sup>25</sup>

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

\_\_\_\_\_  
Name:

Title:

<sup>23</sup> Submit a comment to PGCPS by the RFQ Question Deadline outlining proposed information that would provide similar support to audited financial statements if there are any entities that do not prepare audited financial statements, to seek confirmation from PGCPS that it is appropriate.

<sup>24</sup> Complete the appropriate certification and delete the sentence that is not applicable. Do not provide an Annex B if there is no Insolvency Event to disclose.

<sup>25</sup> Complete the appropriate certification and delete the sentence that is not applicable. Do not provide an Annex C if there is no material change in financial condition to disclose. Further instructions regarding material changes are provided in Annex C.

**Annex A to Financial Officer’s Certificate: Financial Information Summary<sup>26</sup>**

Entity: \_\_\_\_\_

Respondent Role: \_\_\_\_\_

FY End	Total Revenues	Pre-Tax Profit	Fixed Assets	Total Assets <sup>27</sup>	Contingent Liabilities	Long-Term Liabilities	Short-Term Liabilities	Net Assets	Tangible Net Worth	Long Term Leverage <sup>28</sup>

Rating Agency <sup>29</sup>	Rating
[Rating agency name]	
[Debt of the [Company]][Guarantor] is not rated by any major credit rating agency.]	
[[Company]][Guarantor] has no debt]	

<sup>26</sup> Specify amounts in units of 100,000 US Dollars and identify any exchange rates applied to convert amounts in other currencies using the [exchange rate prevailing as of October 1, 2022] [ average periods’ exchange rate for income statement and cash flow statements and period end exchange rate for balance sheet times], including the benchmark on which the exchange rate is based.

<sup>27</sup> Exclude goodwill and intangibles.

<sup>28</sup> Calculate Long Term Leverage as Long Term Liabilities / Net Assets.

<sup>29</sup> If applicable, Major Participants should provide a copy of their most recent credit report up to the RFQ Response Submission Deadline .

**Annex B to Financial Officer's Certificate: Insolvency Event**

*[Relevant Respondent entity to provide details]*

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

### **[Major Participants to provide details]**

#### **Instructions**

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

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

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

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

- a) a change in the tangible net worth of 10% or more of net assets;
- d) a sale, merger or acquisition exceeding 10% of the value of net assets prior to the sale, merger or acquisition which in any way involves the affected entity or its parent company or Guarantor;
- e) a change in credit rating for the affected entity or its parent company or Guarantor;
- f) inability to meet material conditions of loan or debt covenants by the affected entity or its parent company or Guarantor that has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations or additional credit support from shareholders or other third parties;
- g) in the current and three most recent completed fiscal years, the affected entity or its parent company or Guarantor either:
  - (i) incurred a net operating loss;
  - (ii) sustained charges exceeding 5% of the then net assets due to claims, changes in accounting, write-offs or business restructuring; or
  - (iii) implemented a restructuring/reduction in labor force exceeding 5% of employees or involved the disposition of assets exceeding 10% of the then-net assets); and
- h) other events known to the affected entity which represents a material change in financial condition over the past three years or may be pending for the next reporting period.

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

**[End of Form G]**

## Form H – Experience Managing Services Providers

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### **Form H – Experience Managing Services Providers**

*Instructions:*

Please provide information for a minimum of two and a maximum of five projects on which Respondent's Lead Member has worked over the past seven years. Only include projects on which the Lead Member was primarily responsible for managing the services provider for the project.

Please try to limit the information to that requested in the Form itself. Additional information on the selected projects for each category may be provided in the Technical Narrative Attachment to this Form.

The description should, at a minimum, give an overview of the project, and explain why the experience that the Lead Member gained on the project is relevant to the Project.

**Form H – Experience Managing Services Providers**

*[Using the format below, please provide detailed information on each project for which the Lead Member was obligated to manage the services provider for the project, with an emphasis on schools, educational facilities or social sector infrastructure. Each project table should be limited to two pages. Respondents are also encouraged to submit a summary table highlighting relevant experience managing services providers.]*

Project name:	Services Provider:
Project Location:	Duration of Services Provider Management: [start and completion dates] <sup>30</sup>
Client or Owner: <sup>31</sup>	Contractual arrangement (DBFOM, Operating Agreement, Lead Member-owned, etc.)
<p>Narrative description of Project:</p> <p>[Please provide an overview of the Project, indicating why this is relevant to the scope of services envisioned in the RFQ. Please highlight outcome of work performed, including key project metrics, awards or accolades, etc.]</p>	
Description of actual services provided by your staff within the assignment:	
Description of MBE participation:	

**[End of Form H]**

<sup>30</sup> Dates should only reflect period of time in which the Lead Member managed the services provider for the project.

<sup>31</sup> Should include client contact information for reference checks. It is the responsibility of the Respondent to ensure that contact information is accurate.

Form I – Safety Performance Questionnaire

In addition to the instruction provided in Section V (Submission Requirements), please note that Form I must be completed for the Lead General Contractor, each Lead General Contractor Member, the Lead Services Provider, and each Lead Services Provider Member. If Information requested in relation to an entity is not relevant to such entity, state “Not Applicable”.

<b>FORM I-- SAFETY PERFORMANCE QUESTIONNAIRE</b>			
<b>Respondent Name:</b> [Respondent to provide]			
<b>(1) Name of Team Member:</b>			
<b>(2) Role:</b>			
<input type="checkbox"/> Lead General Contractor <input type="checkbox"/> Lead General Contractor Member <input type="checkbox"/> Lead Services Provider <input type="checkbox"/> Lead Services Provider Member			
1. Provide the number of injuries and illnesses for the last three years.			
<b><u>YEAR</u></b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
a. Number of Fatalities	_____	_____	_____
b. Lost Work Day Incident Rate <sup>1</sup>	_____	_____	_____
c. OSHA Recordable Incident Rate <sup>2</sup>	_____	_____	_____
d. Number of Hours Worked	_____	_____	_____
e. Total Number of Employees on Payroll	_____	_____	_____
<sup>1</sup> Use the following formula for calculating the <b>Lost Work Day Incident Rate:</b> = $\frac{\text{Number of Lost Work Day Cases} \times 200,000}{\text{Number of Hours Worked}}$			
<sup>2</sup> Use the following formula for calculating the <b>OSHA Recordable Incident Rate:</b> = $\frac{\text{Number of OSHA Recordable Cases} \times 200,000}{\text{Number of Hours Worked}}$			
2. List your company’s Worker’s Compensation (“WC”) Experience Modification Rate (“EMR”) for the last three years: <sup>32</sup>			
<b>Year</b>	<b>EMR</b>		
a. 2021	_____		
b. 2020	_____		
c. 2019	_____		
d. Provide a letter from your WC insurance carrier certifying the above EMRs.			

<sup>32</sup> If EMR is above 1, please provide a written explanation.

**FORM I-- SAFETY PERFORMANCE QUESTIONNAIRE**

3. Has your company received an OSHA (or State OSHA) citation within the last five years? Yes \_\_\_ No \_\_\_

If yes, provide the following information below:

- a. The number and type of violations: \_\_\_\_\_
- b. The penalties assessed by OSHA: \_\_\_\_\_
- c. Were the citations contested/vacated? \_\_\_\_\_

4. Provide a brief (maximum 2 pages) description of the Respondent's anticipated occupational health and safety program.

**[End of Form I]**

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Form J - STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

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**RFQ FOR: No. DCP001-23 PGCPS BLUEPRINT SCHOOLS PHASE 2**

I HEREBY CERTIFY that

1. I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_,

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.
3. (State "none" or, as appropriate, list any conviction, please, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and, where appropriate, to the Board of Public Works and the Attorney General under 16-202, S.F. of the Annotated Code of Maryland. I acknowledge that if the representatives set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

I further acknowledge that I am executing this affidavit in compliance with 16-203, S.F. of the Annotated Code of Maryland, which provides certain persons who have been convicted or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation or law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**END OF FORM J**

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Form K – STATE OF MARYLAND TAX CERTIFICATION

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**RFQ FOR:** No. DCP001-23 PGCPS BLUEPIRNT SCHOOLS PHASE 2

At the time of bid or proposal for a State procurement contract of \$10,000 or more is submitted, the bidder or offeror shall certify to the procurement officer that the bidder or offeror has paid all taxes, unemployment insurance contribution, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the bidder or offeror is a vendor of tangible personal property, the bidder or offeror possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax General Article.

I acknowledge that this certificate is to be furnished to the requesting agency, and to the Comptroller of the Treasury, Sales and Use Tax Division under 13-222, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this certificate are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this certificate are true and correct.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please type or print)

\_\_\_\_\_  
Name (please type or print)

\_\_\_\_\_  
Title (please type or print)

\_\_\_\_\_  
Title (please type or print)

**END OF FORM K**

Form L - NON-COLLUSION CERTIFICATE

**RFQ FOR:** No. DCP001-23 PGCPS BLUEPIRNT SCHOOLS PHASE 2

I HEREBY CERTIFY that I am the \_\_\_\_\_ and the duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

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

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

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(PRINTED OR TYPED NAME)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**END OF FORM L**

Form M – DEBARMENT AFFIDAVIT

**RFQ FOR:** No. DCP001-23 PGCPS BLUEPRINT SCHOOLS PHASE 2

\_\_\_\_\_, being first duly sworn deposes and says that he is an officer in the \_\_\_\_\_ and the party making a certain proposal or RFP dated, \_\_\_\_\_ 20\_\_\_\_, to the Board of Education of Prince George’s County:

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

\_\_\_\_\_  
\_\_\_\_\_

I further affirm that:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

\_\_\_\_\_  
\_\_\_\_\_

Signature of:

x \_\_\_\_\_  
Bidder, if the bidder is an individual

x \_\_\_\_\_  
Officer, if the bidder is a corporation

\_\_\_\_\_  
Partner, if the bidder is a partnership

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**END OF FORM M**

Form N – CERTIFICATE OF INSURANCE COVERAGE

**RFQ FOR:** No. DCP001-23 PGCPS BLUEPIRNT SCHOOLS PHASE 2

**Contractor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Name Of Surety:** \_\_\_\_\_

**Name Of Surety:** \_\_\_\_\_

**Agent’s Phone Number:** \_\_\_\_\_

The below signed hereby certifies that the following information is true and correct.

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
Commercial General Liability OCC	\$1,000,000			
Commercial General Liability AGG	\$3,000,000			
Business Automobile Liability	\$1,000,000 Per Occurrence			
Workman’s Comp	Maryland State Minimum Compensation Statutory			

LIMITS ON ABOVE POLICY WILL BE INCREASED

ABOVE POLICY NOW IN EFFECT

POLICY WILL BE OBTAINED/ISSUED ON \_\_\_\_\_

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

- The Board of Education of Prince George’s County is hereby named as Additional Insured.
- The policy(s) cannot be reduced or canceled without at least forty-five (45) days prior written notice to the Board of Education of Prince George’s County.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Board of Education of Prince George’s County.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

- The Board of Education of Prince George’s County is hereby granted authority to contact the agency directly to confirm Board of Education of Prince George’s County information or obtain copies of certificates of insurance. The Board of Education of Prince George’s County bears no responsibility for premiums or other costs of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of the binder or certificate will be sent directly to the Board of Education of Prince George’s County. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The successful bidder will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

1. Complete form “CERTIFICATION OF INSURANCE COVERAGE” or
2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

The Board Of Education of Prince George’s County is hereby named as Additional Insured.

The policy(s) cannot be reduced or canceled without at least forty-five (45) days’ prior written notice to The Board Of Education of Prince George’s County.

The insurance company is prohibited from pleading government function in the absence of any specified written authority from The Board Of Education of Prince George’s County.

The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted may result in rejection of your RFP as being non-responsive.

Signature of:

x \_\_\_\_\_  
Authorized Agent’s Signature

x \_\_\_\_\_  
Date

**END OF FORM N**

Form O – MBE

**RFQ FOR:** No. DCP001-23 PGCPS BLUEPRINT SCHOOLS PHASE 2

***This document must be completed, signed in blue ink by an authorized company official & submitted with your bid response.***

The undersigned as contractor does hereby make the following Affidavit. I acknowledge the Minority Business Enterprise participation of \_\_\_\_\_ percent (\_\_\_%) minimum, unless otherwise stated in the bid documents for the contract with the Prince George's County Board of Education and commit to make a good faith effort to achieve this requirement.

In the solicitation of subcontract quotations or offers, all Minority Business Enterprise (MBE) subcontractors were provided not less than the same information and amount of time to respond to the solicitations as non-minority business enterprise subcontractors.

The solicitation process was conducted in such a manner so as to otherwise not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I understand and agree, that if awarded the contract, we will implement the provisions of the above paragraph with respect to subcontracts to be let after the award of the contract, but that such subcontracts will not be let until the Board of Education has reviewed and approved the Minority Business Enterprises submittals. I understand that the failure to submit the affidavit to the Board of Education shall result in a determination that this bid is non-responsive.

I understand and agree that, if awarded the contract, I will and do hereby authorize representatives of the Board of Education and the Interagency Committee for Public School Construction to examine, from time to time, the books, records and files of this organization to the extent that such data relates and pertains to the affirmative action pursuant to this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
POC Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Address

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

MBE Form #1 1/94

**END OF FORM O**

## Form P – Vendor Conflict of Interest Disclosure Form

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### **RFQ FOR:** No. DCP001-23 PGCPS BLUEPRINT SCHOOLS PHASE 2

All vendors interested in conducting business with Prince George’s County Public School (PGCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with PGCPS. Please note that all vendors must comply with PGCPS’ conflict of interest certification, as stated below.

If a vendor has a relationship with a PGCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a PGCPS employee, the vendor shall disclose the information required below.

**Certification:** I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No PGCPS employee or the employee’s immediate family member has an ownership interest in the vendor’s company, or is deriving personal financial gain from this contract.
2. No retired or separated PGCPS employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor’s company.
3. No PGCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to PGCPS employees to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for PGCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between PGCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	Vendor Address & Phone Number
<b>Conflict of Interest Disclosure</b>	
Name of PGCPS employee or immediate family member with whom there may be a potential conflict of interest. <i>If there is no conflict of interest, write "N/A" and initial.</i>	Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information

I certify that the information provided is true and correct by my signature below:

\_\_\_\_\_  
Signature of Vendor Authorized Representative/Date

\_\_\_\_\_  
Printed Name of Vendor Authorized Representative

**END OF FORM P**