



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



REQUEST FOR QUALIFICATIONS

RFQ No. DCP19-24

May 30, 2019

Public-Private-Partnership for the Design, Construction, Financing and Maintenance of Prince George's County Public Schools ACF Package 1

Procurement Schedule

ISSUER	PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS
RFQ Issuance	May 30, 2019
RFQ Comment Deadline	June 17, 2019
SOQ Submission Deadline	July 10, 2019

Official posting: <https://www1.pgcps.org/Purchasing/>

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Section I: Introduction & General Information

1.1. Invitation

Prince George’s County Public Schools (“PGCPS”) hereby requests Statements of Qualification (“SOQ”) for the purpose of shortlisting Respondents that demonstrate the technical, financial and management capacity required to design, build, finance and maintain ACF Package 1 Schools (the “Project”) under the terms of an anticipated public-private-partnership agreement.

In accordance with its Comprehensive 20-year Education Facilities Master Plan approved in FY17 (as amended in FY 2019), PGCPS seeks to accelerate the delivery of select public schools through the use of Alternative Construction Financing (“ACF”), as authorized by Maryland Education Article Section 4-126.

This Request for Qualifications DCP19-24 (“RFQ”) is being issued as part of a two-phase selection procedure. Shortlisted Respondents will subsequently be invited to submit proposals for the Agreement, in accordance with a Request for Proposals (“RFP”).

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. Contracting Entity

This procurement is being undertaken by Prince George’s County Public Schools in collaboration with the P3 Alternative Financing School Infrastructure Work Group established via County Council Resolution CR-033-2018.

1.2.1. Prince Georges County Public Schools

The Board of Education of Prince George’s County (“The Board”) serves the needs of public education in Prince George’s County, covering approximately 1,789 square miles, with a residential population of more than 904,430. It is one of the nation’s 25 largest school districts. The Board currently has approximately 132,667 students, 19,000 employees and an annual operating budget of approximately \$2 billion. In 2017-2018, the Board operated 212 schools and educational facilities. These included 122 elementary schools, 14 pre-k-8 schools, 24 middle schools, and 24 high schools as well as 11 special education centers. In addition, the Board operated 20 administration and support facilities.

1.2.2. Prince George’s County

Located in the heart of the Baltimore/Washington corridor, the Prince George’s County (the “County”) borders Washington D.C. and is just 37 miles south of the city of Baltimore. Encompassing almost 500 square miles, Prince George’s County has a vibrant economy and a sizeable and diverse tax base.

In 2018, 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, such as MGM National Harbor Casino and Resort.

1.3. Two-Stage Procurement

This Request for Qualifications ("RFQ") is being issued as part of a dual-phase selection procedure. Determination of eligibility and qualification will be made in accordance with the procedures and criteria established herein. In the event that PGCPS chooses to proceed with the Project, shortlisted Respondents will subsequently be invited to submit proposals for the Agreement, in accordance with a Request for Proposals ("RFP").

1.4. No Liability

Neither PGCPS, 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 a definitive contractual agreement executed between Prince George's County Public Schools and the Developer. 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 PGCPS or its 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 an Agreement, nor does this RFQ obligate PGCPS Institution or any other entity to proceed with procurement described herein.

Neither Prince George's County Public Schools, nor any of its 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.

1.5. 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 a Financing Member, if the Financing Member is an investment fund, **"Affiliate"** includes such Financing Member's general partner and any other investment fund in which its general partner is an equity investor as a general partner.

"Conflict of Interest" means:

- a) 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. could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of PGCPS's independent judgment; or
 - 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 PGCPS 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 PGCPS 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
- b) 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.

"DBFM" means a Design, Build, Finance and Maintain contractual agreement or arrangement.

"Developer" means the entity identified, or otherwise established, by 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.

"Evaluation Criteria" means the criteria set forth in Section 5.2 (Evaluation Criteria and Weighting) that will be used to evaluate and rank the SOQs.

“Facility” or “Facilities” refer to one or more schools identified in the RFP and incorporated in the DBFM Agreement as comprising ACF Package 1.

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

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

“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 a Financing Member, Lead Design-Builder or Lead Design-Builder Member, or Lead Maintenance Provider or Lead Maintenance Provider Member.

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

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

“Lead Member” means the Team member duly designated in the SQQ as the leader and point of contact for the Team for purposes of the procurement, as set forth in section 3.5.3 of this RFQ.

“Lead Maintenance Service 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 Agreement.

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

“Major Participant” means each of the following:

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

“Minority Business Enterprises” or “MBE” means any legal entity, other than a joint venture, that is (i) at least 51 percent owned and controlled by one or more minority person(s), organized to engage in commercial transactions and (ii) duly certified as an MBE by either Prince George’s County Government or Maryland Department of Transportation (MDOT). 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 Non-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).
" Organizational Changes " has the meaning set forth in <u>Section 3.5.4 (<i>Changes in Organization</i>)</u> .
" 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.
" Procurement Process " means the procurement process to select a Successful Proposer to deliver the Project, as outlined in <u>Section 3.1</u> .
" Project " means the design, construction and financing of the Facilities and other related and associated works detailed in the Project Agreement, as well as the life-cycle maintenance of the Facilities over the term of the Agreement, and as may be further defined by PGCPS during this solicitation.
" Project Agreement " means the contract to design, build, finance and maintain the Project that PGCPS will enter into with the Developer upon successful completion of the Procurement Process.
" Proposal " means a proposal submitted by a Proposer in response to the RFP.
" Proposer " means a Respondent selected by PGCPS pursuant to this RFQ to submit a Proposal in response to the RFP.
" Request for Proposals " or " RFP " means the solicitation that may be issued by PGCPS to 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 a SOQ in accordance with this RFQ.
" Prince George's County Public Schools, " has the meaning set forth in Section 1.2.
" SOQ Submission Deadline " has the meaning set forth in section 4.3.3 herein.
" Statement of Qualification " or " SOQ " means a qualifications package submitted to PGCPS by a Respondent in response to this RFQ.
" Successful Proposer " means the Proposer selected by PGCPS, in accordance with the RFP, to deliver the Project.

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Section II: Project Description

2.1. Background and Objectives

With an annual operating budget of approximately \$2 billion, the Board of Education of Prince George’s County (“The Board”) is tasked with meeting the needs of public education in Prince George’s County, Maryland. Covering approximately 1,789 square miles, PGCPS educates approximately 132,322 students at 212 schools and educational facilities.

Data pertaining to the age of current permanent school facilities owned by the Board are reflected in the following table. The number of school facilities owned and operated by the Board may vary due to co-location of sites or the use of leased/temporary buildings as a result of schools/facilities being under construction.

Age of School Facilities								
Age of School Facilities	Elementary	Pre-K-8	Middle	High	Special Centers	Admin. Offices	Other	Total
Less than 16 years	12	4	1	4	0	0	0	21
16 – 30 years	15	1	2	2	0	0	0	20
31 – 50 years	32	3	12	4	3	3	1	58
Greater than 50 years	63	6	9	14	8	9	4	113
Total	122	14	24	24	11	12	5	212

Source: Board of Education (updated January 2018)

As noted above, 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.

To address these critical infrastructure needs, PGCPS approved the FY 2017 Educational Facilities Master Plan (“EFMP”), marking a new era in the way Prince George’s County Public Schools plans for the future. The EFMP now includes a comprehensive school by school schedule for modernizing more than 133 schools, constructing new schools, reorganizing sixth grade to middle schools, and conducting planning studies to consider boundary changes and consolidations. The most recent update to the approved FY 2017 EFMP can be found at <https://www.pgcps.org/page.aspx?Pageid=234147&id=250567>.

The 20-year EFMP approved in FY17 (as amended in FY 2019) identifies a total capital investment need of approximately \$8 billion; 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 Maryland Education Article Section 4-126.

To advance considerations of alternative construction financing options, in May of 2018, the County Council approved Resolution CR-033-2018 establishing a P3 Alternative Financing School Infrastructure 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. This duly established P3 Working Group is serving as a steering committee to PGCPS for purposes of this procurement.

PGCPS, the County and the Working Group collectively aspire to use a Design-Build-Finance-Maintain structure to deliver a pre-determined package of schools in the timeliest and most cost-effective manner possible. Amongst others, key objectives for PGCPS, the County and the Working Group include the following:

Category	Objectives
Timeline	PGCPS aspires to accelerate delivery of a package of 5 or 6 schools, thereby advancing public benefits. To this end, PGCPS anticipates requiring the Developer to finalize construction and commission the schools within a period not exceeding three years from the entry into force of the P3 Agreement. 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 P3 Agreement. To this end, PGCPS aims to hold the Developer accountable for life-cycle asset maintenance, with availability payments being subject to deductions for performance shortfalls. This allows for enforceable performance standards over the life of the asset.
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 longer-term operations. Moreover, by locking-in life-cycle maintenance, PGCPS seeks to off-set budget volatility triggered by emergency repairs resulting from deferred maintenance.
Community Benefits	PGCPS aims to leverage the Project for the benefit of public education, as well as for the community, by linking the DBFM agreement to other community benefits, such workforce development, mentor=protégé programs, apprenticeship programs, MBE/CBB opportunities, etc. Moreover, PGCPS retains control of critical matters, such as output standards, etc.

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2.2. Anticipated Scope and Transaction Structure

2.2.1. Project Agreement

PGCPS intends to enter into a Project Agreement with the Developer that will set forth, among other things, the obligations of PGCPS and the Developer with respect to the design, construction, financing, and maintenance of the Project. The term of the Project Agreement is anticipated to allow for a maintenance period of approximately 30 years (following construction). The proposed form of the Project Agreement will be included in the RFP.

2.2.2. Design & Construction Scope

The Developer will design and construct the Project in accordance with the Technical Requirements set forth in the RFP, the Project Agreement and in compliance with applicable laws, regulations and policies, including PGCPS design guidelines. The specific schools comprising ACF Package 1 will be specified in the RFP. PGCPS shall identify the Site for each of the schools and PGCPS shall assume full responsibility for operational considerations, 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.

2.2.3. Financing Scope

As currently envisioned, the Developer will be solely responsible for providing all necessary financing for the Project, whether through debt, equity or any combination thereof. PGCPS is agnostic as to the proposed private financing structure, as long as the financing is without recourse to Prince George's County and/or PGCPS. Tax-exempt structures may be considered, however, in such instances, the Developer will be required to retain subordinated debt over the term of the agreement, whose transfer and/or defeasance will be subject to PGCPS prior approval.

2.2.4. Maintenance Scope

2.2.4.1. Maintenance

The Developer shall be responsible for major maintenance of the Project and will perform such maintenance in accordance with the Technical Requirements set forth in the RFP and Project Agreement, as well as with applicable laws, regulations and policies. The scope of the maintenance 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.

2.2.5. Compensation Structure

Subject to the terms and conditions set forth in the Agreement, upon substantial completion of the Facilities, the Developer shall be compensated through an availability payment, which may be subject to deductions for defined performance shortfalls. PGCPS is giving consideration to some level of milestone payments, however, details as to the timing of payments shall be further defined in the RFP.

As currently anticipated, both PGCPS and the County shall contribute to funding availability payments, with disbursements to the Developer being made through an escrow account. More details regarding funding arrangements shall be made available in the RFP.

2.2.6. Modifications to Scope & Transaction Structure

The information regarding the anticipated scope and transaction structure set forth herein reflects PGCPS's 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 (*Requests for Information*).

2.2.7. Local Contracting and the Use of MBE and CBB

Prince George's County and PGCPS are committed to creating and maintaining a world-class environment for local and minority business enterprises by providing equal access to qualified and certified businesses to participate in local procurement opportunities.

As a result, PGCPS anticipates that the RFP shall require the Developer to use best efforts to cause at least thirty percent (30%) of the Project to be delivered pursuant to subcontracts with certified MBE and CBB.

Although PGCPS does not require Respondents to identify in their SOQ 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; engineering; 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; and signage, marketing, maintenance and cleaning.

PGCPS does not anticipate that MBE and CBB will be subject to exclusivity arrangements with individual Respondents.

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Section III: Procurement Requirements and Protocol

3.1. Procurement Process

PGCPS intends to follow a two-phased 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. Phase One RFQ

The first phase commences with the issuance of this RFQ to solicit responses, in the form of SOQs, which PGCPS will evaluate to identify which Respondents qualify to be involved in the second phase. PGCPS intends to short-list three to four Respondents as Proposers; however, PGCPS may, in its sole discretion, increase or decrease this number.

3.1.2. Phase Two RFP

The second phase will commence when PGCPS issues a draft Request for Proposals (“RFP”) to Proposers, including the proposed Project Agreement. There will be one or more opportunities for the Proposers to make comments on the draft RFP and Project Agreement, before the final RFP and Project Agreement are issued. PGCPS will evaluate the Proposals submitted in response to the RFP in accordance with the criteria set forth in the RFP and will select the Successful Proposer to be the Developer.

3.2. Anticipated Procurement Timeline

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

Issue RFQ	May 30, 2019
RFQ Comment Deadline	June 17, 2019
SOQ Submission Deadline	July 10, 2019
Respondent interviews (if held)	July 15-22, 2019
Proposers announced	July 29, 2019
Launch Draft RFP	August 2019

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 SOQs, 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.

3.4. Questions and Requests for Clarification

Prospective Respondents requiring 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: DeNerika.Johnson@pgcps.org. Please reference “RFQ No. DCP19-24 PGCPS ACF Package 1 DBFM” in the subject line. PGCPS strongly encourages Respondents to consider relevance, brevity and clarity when submitting comments or questions.

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.** EDT on **June 17, 2019**. Respondents are encouraged to submit their questions as and when they are ready for submission.

PGCPS shall attempt to address all written requests, providing written responses and/or addenda. Each interpretation or correction, as well as any additional RFQ provision or amendment that PGCPS may decide to include will be posted on <https://www1.pgcps.org/Purchasing/> and [eMaryland Marketplace](#). **Prospective Respondents are solely and exclusively responsible for checking these sites for updates.**

Any clarification, addendum or amendment issued by PGCPS shall 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.

Prospective 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 period may result in the disqualification of the Respondent. Prospective 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 Respondent consortium ("Team").

3.5.2. Exclusivity

To ensure a fair and competitive process, Major Participants 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 Teams sharing any Major Participants, as well as of the individual and/or firm(s) involved.

3.5.3. Leader Designation and Registered Representative

In the event a Respondent is a consortium, the Team should designate one of its members as the Leader ("Lead Member"). The Lead Member shall act as the contact point for the Team and shall be authorized by all other Consortium members to act on their behalf for purposes of the procurement. The SOQ shall identify the Registered Representative for the Respondent, who shall be a legally authorized representative of the Respondent or, in the case of a Team, of the Lead Member of the Team.

3.5.4. Changes in Organization

Respondents may add, delete or substitute Team members and reorganize their Team during the procurement process, unless that change would result in a conflict of interest.

Notwithstanding the foregoing, following submittal of the SOQs, Respondents are prohibited from the following without PGCPS's prior written consent:

- a) deleting, substituting or changing the composition of any Major Participant (as defined herein) or any other team member identified in its SOQ or change the role or scope of work of such Major Participant or team member; or

- b) otherwise reorganize its Team to the extent that such reorganization would render the organizational charts and descriptions provided in their SOQ inaccurate or incomplete, (each an "**Organizational Change**").

If, during the RFP stage, a Proposer wishes to make any such Organizational Change, a 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 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:

- a) render the Proposer materially different from or less qualified than the Respondent originally selected as a Proposer in a way that would have had a material adverse effect on the evaluation of the Respondent's SOQ;
- b) result in any Conflict of Interest; or
- c) cause the Respondent or Proposer to be in violation of another provision of this RFQ.

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Section IV: Submission Requirements

4.1. General

PGCPS expects SOQs submitted in response to this RFQ to:

- a) outline, in general terms, the Respondent's qualifications, experience and understanding required for the successful design, construction, financing, and maintenance of the Project;
- b) concentrate on technical and financial standards and the Respondent's ability to deliver and maintain the Project over the term of the Agreement; and
- c) provide enough information about the requested items to allow PGCPS to evaluate the Respondents and determine which Respondents are 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 a SOQ. Please see the attached appendices 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. SOQs 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 SOQ should be organized in accordance with the following:

- (i) Volume 1 – Experience & Capabilities
 - Part 1 – General Information
 - Part 2 – Organization and Management
 - Part 3 – Technical Experience and Capabilities
 - Part 4 – Financial Capabilities and Experience
- (ii) Volume 2 – Financial Information

Each Volume shall be sub-divided and tabbed to correspond to the parts and section numbering set out in the relevant submittal requirements set forth in Appendix A (Submittal Requirements). Relevant Forms are set out in Appendix C (Forms).

4.2.2. Placeholders

If a Respondent does not include information or materials in its SOQ that are described in the relevant submittal requirements in Appendix A (Submittal Requirements), such Respondent shall include in the relevant section of its SOQ a statement explaining the omission and the reasons that the Respondent believes the requirement does not apply.

4.2.3. Additional Materials

Respondents must not submit information that is not required by this RFQ. Respondents should develop SOQs to address the project-specific submittal requirements and should not submit standard corporate brochures, awards, licenses and marketing materials in a SOQ, 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 in one (1) original and five (5) copies, as well as with one USB flash drive marked with the Respondent's name containing a digital copy of the SOQ in PDF (searchable) format, with one file each for each of the volumes 1-1, 1-2, 1-3, 1-4 and 2, and with bookmarks for each section within each file.

For the printed original and copies, all pages shall be joined and counted, with each of Volumes 1 and 2 in one or more separate binders, with the front cover and spine of each binder labeled with the following information:

PGCPS ACF Package 1 DBFM Statement of Qualifications
RFQ No. DCP19-24
[Respondent Name]
Copy *[number]* of Volume *[[1]/[2]]*
Binder *[number]* of *[total number]*

4.3.2. Delivery Location

Responses may 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:

**Department of Purchasing and Supply Services
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772**

4.3.3. SOQ Submission Deadline

SOQ responses to this RFQ must be received by PGCPS at the address indicated in section 4.3.2 by **2:00 P.M. EDT on July 10, 2019**. Any SOQ received after the SOQ 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

Respondents must format their SOQ using the following:

- a) Easily legible type, i.e., black, 12 point, standard-form Arial, Helvetica or Times New Roman font;
- b) "single line" spacing with reasonable line spacing (paragraph formatting) after each line (e.g. 8 point); and
- c) sequential page numbering;

When printing the SOQ, Respondents should use 8-1/2" x 11" sized white paper with at least 1" margins for narrative text (i.e., not tables, graphics or charts). Forms, organizational charts, schematics, other drawings or schedules may be printed on 11" x 17" pages.

Respondents may use other fonts for text on the cover and spine of binders, as well as other color font for headings, tables and graphics. Respondents may use 9-point font in tables, graphics or charts, provided that the tables, graphics and charts are legible.

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 Appendix A (Submittal 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 either original or electronic signatures in their SOQs.

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Section V: Evaluation and Qualification of Respondents

5.1. Evaluation & Short-Listing Procedures

5.1.1. Evaluation Procedure

SOQs shall be reviewed and evaluated by a selection committee according to the requirements and criteria outlined in this RFQ. Each SOQ 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 SOQ as non-responsive.

5.1.2. Clarifications and Additional Information

PGCPS retains the rights to contact Respondents and/or Proposers. Respondents are responsible for submitting complete and accurate information in their submittals and/or proposals and should not assume they will be contacted or afforded to clarify, discuss, or revise them after submission. **Respondents are solely responsible for the content of their proposals, 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 SOQ 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.

5.1.3. Interviews, References and Site Visits

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

5.1.4. Notifications

PGCPS shall notify the Respondents short-listed as Proposers in writing and invite the Proposers to respond to an RFP for the Project, if issued. PGCPS will also notify those Respondents not short-listed in writing and give those Respondents an opportunity to schedule a debrief meeting, should they so request.

5.2. Evaluation Criteria and Weighting

5.2.1. Evaluation Categories and Criteria

Due to the technical and financial complexity of the Project, a Proposer must have direct proven experience with the successful execution of projects of a similar nature to that envisioned herein. For this reason, PGCPS shall evaluate and score each SOQ in accordance with the following:

Evaluation Categories	Maximum Points
Organization and Management	15
Technical Qualifications and Capabilities <ul style="list-style-type: none"> Design-Build Capabilities and Experience Maintenance Capabilities and Experience Project Understanding 	55
Financial Qualifications and Capabilities	30
Total	100

5.2.2. Organization and Management (15 points)

PGCPS shall evaluate each Respondent's organization and management based on the extent to which the proposed organization and management structure of the Respondent demonstrates the ability to successfully coordinate and deliver all life-cycle components of the Project, taking into account Project size and complexity. PGCPS will verify and evaluate that the Respondent organization addresses all key project technical and financial capability requirements as set forth in the RFQ. Higher scores will be merited where there is a clear and logical management structure, with an alignment of interests amongst Major Participants across multiple project elements (such as design, construction, financing, operations and maintenance). Higher scores will also be merited where there is demonstrated experience of the Major Participants working together as part of an integrated team in relation to successfully delivering comparable projects.

The suitability of the organization structure of the Offeror will take into consideration the following amongst other factors:

a) Team Structure

- (i) Clarity and logic of the proposed organizational structure, including the reporting structures and hierarchy of Team Members, and how such team structure aligns with the overall needs of the Project (including the design, construction, and maintenance phases);
- (ii) Whether the roles and responsibilities of all Team Members are clearly defined and appropriate for the needs of the Project;
- (iii) Whether the proposed organizational structure presents an efficient and clear decision-making process at both management and technical levels;
- (iv) Whether the proposed organizational structure reflects a reasonable risk allocation and approach to risk management, including a solid understanding of risk management principles; and
- (v) The extent to which the Offeror's approach is effective, realistic and achievable and relate and respond to the challenges and opportunities of the Project;

b) Prior Experience Working Together as a Team

- (i) The number of Team Members that have worked together on relevant reference projects and the extent of such participation by Team Members in such reference projects;
- (ii) The extent to which the SOQ 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 outcome of projects where team members have worked together, including whether such reference projects were delivered on schedule and on budget.

c) Key Personnel

- (i) Background and expertise with relevant projects, including their track record of success with implementing projects of a similar nature;
- (ii) Clarity in terms of the identification of responsibilities of Key Personnel; and
- (iii) Experience delivering schools and/or social infrastructure under an Alternative Delivery Method, such as a DBFM.

d) Experience and Approach to MBE and Local Businesses / Community Benefits

- (i) Track-record and approach to utilizing and incorporating qualified MBE and local businesses; and
- (ii) Experience and approach related to community benefit initiatives, such as instituting workforce development or apprenticeship opportunities to expand local business capabilities.

5.2.3. Technical Qualifications and Capability

The evaluation of technical qualifications and capability 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:

5.2.3.1. Design-Build Capabilities and Expertise (25 points)

- 1) **Technical Experience:** The extent and depth of the experience of the Respondent and its Major Participants with the design, construction and commissioning of comparable projects. This will include considerations such as the design and construction of schools and/or social infrastructure, track record of cost and schedule compliance, general design and construction experience and expertise, past performance, references, etc. Each reference project will be evaluated on the degree to which it is comparable to the Project with respect to size, scale and complexity. The extent and depth of the technical experience will also take into account the type of infrastructure (schools, education sector, social sector, etc.), relevance of the contracting structure, and complexity of the project. Client satisfaction on relevant projects shall also be considered.
- 2) **Technical Capability:** The extent and depth of the technical capabilities of the Respondent and its Major Participants in, amongst others, the following areas:
 - (i) Track record as a lead design-builder or EPC contractor on P3 projects (such as a DBF, DBFM or DBFOM) for public schools and/or social sector infrastructure;
 - (ii) Expertise and capability with regard to the design, construction and commissioning of K-12 (or similar) facilities;
 - (iii) Track-record of meeting schedule and budget requirements associated the design, construction and commissioning of schools and/or social sector infrastructure;
 - (iv) Expertise in the design and construction of educational facilities;
 - (v) Overall design excellence;
 - (vi) Track record of providing value-added and innovative design and construction solutions;
 - (vii) Construction capability and expertise (particularly management of construction risk and ability to manage complex constructability issues associated with building on an existing structure);
 - (viii) Record of safety and security / capability to abide by all applicable health and safety standards, required contractor permits and professional licenses;
 - (ix) Experience with start-up, commissioning and performance testing of newly constructed educational facilities;
 - (x) Expertise with stakeholder management and effective communications during design and construction of public buildings;
 - (xi) Expertise and track-record with integrating local and small business into large design and construction projects; and
 - (xii) Experience with design and construction on DBFOM, concessions or other non-recourse finance infrastructure projects.

5.2.3.2. *Maintenance Capabilities and Expertise (20 points)*

- a) **Technical Experience:** The extent and depth of the experience of the Respondent and its Major Participants with major maintenance and repair of school infrastructure and/or social sector projects involving facilities similar to those envisioned in this Project. Each reference project will be evaluated on the degree to which it is comparable to the Project with respect to size, scale and complexity. The extent and depth of the technical experience will also take into account the type of infrastructure (schools, education sector, social sector, etc.), relevance of the contracting structure, and complexity of the project, among other factors. Client satisfaction on relevant projects shall also be considered.
- b) **Technical Capability:** The extent and depth of the technical capabilities of the Respondent and its Major Participants in, amongst others, the following areas:
- (i) Expertise with major maintenance of educational facilities, including monitoring and inspection of infrastructure and equipment, strategic planning of periodic maintenance and repair, etc.
 - (ii) Track record of life-cycle maintenance of educational facilities, including preventative, repair and major rehabilitation;
 - (iii) Record of meeting service level requirements and performance standards;
 - (iv) Record of meeting health, safety and environmental standards and requirements
 - (v) 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;
 - (vi) Approach to planning, developing and implementing life-cycle asset management services with a focus on meeting required service levels;
 - (vii) Innovation in the areas of emerging technology or best practices that improve both business efficiency, operational transparency, and public accountability.

5.2.3.3. *Project Understanding and Technical Approach (10 points)*

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

- a) Realistic, achievable and relates and responds to the challenges and opportunities of the Project
- b) Addresses key PGCPS goals and objectives;
- c) Addresses all components of the project, including design, construction, and life-cycle asset maintenance
- d) Presents a strategy for efficient and innovative processes to maximize value for money for taxpayers; and
- e) Reflects a collaborative, partnership approach to PGCPS and the community at large.

5.2.4. *Financial Qualifications and Capability (30 points)*

An evaluation of the financial capabilities of each Respondent will address whether the SOQ adequately responds to the financial capability requirements of the Project with respect to the ability of the Respondent to raise financing without any contingencies and continue to maintain the Facilities over the term of the Agreement. PGCPS will evaluate each Respondent's financial qualifications and capability in accordance with the criteria set forth in herein.

5.2.4.1. *Financing Members' experience*

- a) The extent and depth of Financing Members' experience in investing equity and/or structuring financing sources to obtain firm financing commitments for proposals and achieving financial close on similar projects using a diverse range of financial products (including bank loans, taxable and tax-exempt bonds, government credit assistance programs, letters of credit and other financing sources).
- b) The Financing Members' experience as Financing Members in successfully bringing comparable projects through construction completion.

5.2.4.2. *Financial Capability*

- a) The Respondent team has the overall financial strength and capability to carry out the Project responsibilities potentially allocated to it, as evidenced by the financial statements of the Financing Members, Lead Design-Builder and Lead Design-Builder Members, the level of support and financial statements of any Guarantor, bank or financial institution and information contained in the Financial Officer Certificates and Surety Letter provided in accordance with the Submittal Requirements set forth in Appendix A (*Submittal Requirements*).
- b) The Financing Members have funding capacity and ability to invest equity capital, or in the case of a tax-exempt structure, to purchase and hold subordinated debt in a manner that is consistent with the contemplated contractual and financial structure of the Project, as evidenced by the Funding Letters.
- c) The experience and expertise of the Respondent's Financial Advisor in securing non-recourse financing for similar projects.

5.2.4.3. *Notes to the Financial Qualifications and Capability Criteria*

- a) Projects referenced above that evidence Financing Members' financing experience will merit higher scores if they satisfy more than one of the following criteria:
 - (i) the Financing 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.
- b) The overall financial capability of the Respondent will be assessed based on:
 - (i) the strength of the submitted financial statements and Annex A (*Financial Information Summary*) to Form GG2 (*Financial Information - Financial Officer Certificate*);
 - (ii) any credit ratings of the debt of the Respondent's Financing Members, Lead Design-Builder and Lead Design-Builder Members;
 - (iii) details regarding any bankruptcy/insolvency proceedings provided pursuant to Form B (*Certifications*); and
 - (iv) other relevant financial information contained in the SOQ.

5.2.3. *Discretion to Disqualify Respondent*

PGCPS may, at any time and in its discretion, cease evaluating a SOQ and remove the applicable Respondent from further consideration in the procurement process if any of the following circumstances apply:

- a) the SOQ does not contain each of the items required by Appendix A (*Submittal Requirements*); provided that a Respondent shall not be disqualified solely based upon an administrative error;

- b) the Respondent or any other entity that has submitted Form B (Certifications) as required by this RFQ has been or is currently disqualified, removed, debarred or suspended from performing or bidding on work for the Federal Government or the State of Maryland; or
- c) the Respondent does not provide evidence that it can comply with the bonding requirements by providing a letter as required by the Submittal Requirements.

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Section VI: General Provisions, Statement of Limitations

6.1 Conflicts of Interest

Respondents are required to disclose information relating to their business dealings with PGCPS and/or PGCPS, including affiliations and business and financial relationships that they may have with PGCPS officers or personnel.

6.2. Public Disclosure

Respondents submitting business or other information pursuant to this RFQ should be aware that requests proposal submissions are subject to the Maryland Public Information Act (Education Article, Maryland Annotated Code, §10-611, et seq.). In accordance with the Act, certain information is subject to public disclosure.

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.

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 Nondisclosure Agreements to PGCPS.

6.3. 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:

- (a) modify the Procurement Process or documentation described in this RFQ;
- (b) modify the scope of the Project;
- (c) appoint additional evaluation teams to review SOQs and seek the assistance of outside technical, financial, legal and other experts and consultants;
- (d) waive non-material deficiencies in a SOQ, accept and review a non-conforming SOQ or permit clarifications or additional information to be submitted with respect to a SOQ;
- (e) make independent calculations with respect to numbers and calculations submitted in a SOQ for purposes of their evaluation;

- (f) 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 a SOQ;
- (g) require confirmation of information submitted by a Respondent, require additional information from a Respondent concerning its SOQ, or require additional evidence of qualifications to perform the work described in this RFQ;
- (h) seek or obtain data from any source that has the potential to improve PGCPS's understanding and evaluation of such SOQ;
- (i) terminate evaluations of SOQs received at any time;
- (j) reject any and all SOQs received at any time;
- (k) not select any Respondent as a Proposer;
- (l) add as a Proposer any Respondent that submitted a SOQ in order to replace a previously selected Proposer that withdraws or is disqualified from participation in this procurement;
- (m) disqualify any Respondent that changes its SOQ without PGCPS's approval;
- (n) disqualify any Respondent or 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;
- (o) accept, reject or seek additional information regarding a Respondent's request to make any changes to its organization;
- (p) 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;
- (q) revise the evaluation factors or methodology prior to the SOQ Submission Deadline;
- (r) issue addenda, supplements and modifications to this RFQ;
- (s) issue a new request for qualifications or request for proposals after cancellation of this RFQ or any subsequent RFP;
- (t) not issue an RFP;
- (u) develop some or all of the Project itself;
- (v) disclose information submitted to PGCPS as permitted by applicable law or this RFQ;
- (w) exercise any other right reserved or afforded to PGCPS under this RFQ or applicable laws and regulations; and
- (x) 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: Submittal Requirements

Volume 1 – Experience & Capabilities

Volume 2 – Financial Information

Appendix B: Forms

Appendix A – Submittal Requirements

Volume 1 Experience & Capabilities

Part 1 General Information

Part 2 Organization and Management

Part 3 Technical Experience, Capabilities and Project Understanding

Part 4 Financial Capabilities and Experience

Volume 2 Financial Information

Volume 1 Experience and Capabilities

Part 1- General Information

Contents of Part 1

Part 1 of Volume 1 shall contain the following:

Section	Submittal Requirement	Page limit
1.1	<p>Completed Form A (<i>Submittal Letter</i>)</p> <p>Provide a completed Submittal Letter in the form of <u>Form A (<i>Submittal Letter</i>)</u> in accordance with the instructions on the Form.</p> <p>The Submittal Letter must be signed by a representative of the Respondent. The signatory must be authorized to sign such material and to commit the Respondent, on behalf of the Major Participant (as applicable).</p>	n/a
1.2	<p>Executive Summary</p> <p>A written narrative that should:</p> <ol style="list-style-type: none"> a) contain sufficient information for reviewers with technical and non-technical backgrounds to become familiar with the key elements of the Respondent's SOQ; b) identify each Major Participant and briefly describe the role and qualifications of each Major Participant, and its experience in performing comparable projects; and c) explain why the Respondent's team should be short-listed to receive an RFP. 	5
1.3	<p>Completed Form B (<i>Certifications</i>)</p> <p><i>For each Major Participant</i>, provide a completed <u>Form B (<i>Certifications</i>)</u> in accordance with the instructions on the Form.</p>	n/a
1.4	<p>Completed Form C (<i>Legal Disclosures</i>)</p> <p><i>For each Major Participant</i>, provide a completed <u>Form C (<i>Legal Disclosures</i>)</u> in accordance with the instructions on the Form.</p>	n/a
1.5	<p>Completed Form D (<i>Confidential Information Index</i>)</p> <p>Provide a completed <u>Form D (<i>Confidential and Proprietary Information Index</i>)</u> in accordance with the instructions on the Form.</p>	n/a

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

Volume 1 - **Part 2 - Organization and Management**

Contents of Part 2

Part 2 of Volume 1 shall contain the following:

Section	Submittal Requirement	Page limit
2.1	<p>Team Structure</p> <p>Explain the proposed organizational structure of the Respondent and the role of each key entity. Provide an organizational structure chart identifying the Respondent's organization and key entities, including each Major Participant. The team structure should identify each firm that is a member of the Respondent, including but not limited to joint venturer partners and consultants. Consideration should also be given to activities and responsibilities that will likely be outsourced to CBB and/or minority businesses.</p>	[2]
2.2	<p>Completed Form E (<i>Major Participant Information</i>)</p> <p><i>For each Major Participant</i>, provide a completed <u>Form E (<i>Major Participant Information</i>)</u> in accordance with the instructions on the Form.</p>	n/a
2.3	<p>Organizational Charts</p> <p>Provide organizational charts (one for each significant phase of the Project) showing the management and reporting structure with lines identifying participants 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, maintenance, management, etc.). Identify the critical support elements and relationships of project management, project administration, 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 (design-construction, maintenance, etc.).</p>	n/a
2.4	<p>Organizational Narrative Report</p> <p>Provide:</p> <ul style="list-style-type: none"> a) 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; b) decision-making authority of the Respondent/Developer; c) a description of where and in what capacity any of the Major Participants have worked together previously; d) a description of the Respondent's approach and philosophy towards achieving a cooperative, partnership environment among the Respondent team members and the Respondent team's ability to interface successfully with PGCPS; e) a description of the Respondent's approach and plan for meeting supplier diversity objectives, including the use of CBB and/or MBE; and 	5

	<p>f) 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.</p>	
2.5	<p>Key Personnel Information</p> <p>Identify and provide resumes for:</p> <ul style="list-style-type: none"> a) a "principal in charge" who will be the Respondent's executive level contact for PGCPS; and b) the person who will lead the negotiations for the Respondent during the RFP phase of the Procurement Process. <p><i>(please note that other resumes are likewise required, as detailed in Submittal Requirements for Part 3, Volume 1, etc.; however, in this section PGCPS is simply looking for resumes for Respondent leadership)</i></p>	2 (per resume)

[End of Submittal Requirements for Part 2 of Volume 1]

Volume 1 - **Part 3 - Technical Experience, Capabilities and Project Understanding**

Contents of Part 3

Part 3 of Volume 1 shall contain the following:

Section	Submittal Requirement	Page limit
3.1	<p>Completed Form F1 (<i>Technical Experience – Design-Build</i>)</p> <p><i>For the Lead Design-Builder and each Lead Design-Builder Member (if any)</i> provide a completed <u>Form F1 (<i>Technical Experience – Design-Build</i>)</u> in accordance with the instructions on the Form.</p>	10
3.2	<p>Technical Narrative Attachment for Form F1</p> <p>Provide a technical narrative attachment for <u>Form F1</u>.</p>	5
3.3	<p>Completed Form F2 (<i>Technical Experience – Maintenance</i>)</p> <p><i>For the Lead Maintenance Provider and each Lead Maintenance Provider Member (if any)</i>, provide a completed <u>Form F3 (<i>Technical Experience – Maintenance</i>)</u> in accordance with the instructions on the Form</p>	10
3.4	<p>Technical Narrative Attachment for Form F2</p> <p>Provide a technical narrative attachment for <u>Form F2</u>.</p>	5
3.5	<p>Technical Capabilities Narrative and Resumes</p> <p>Provide a narrative describing the Respondent's technical capabilities in the areas listed in in the RFQ. Explain how the experience presented in the SOQ will provide value to PGCPS 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.</p> <p>Provide resumes for key technical personnel with respect to areas required by the Project (design, construction, maintenance, and management).</p>	<p>10 (narrative) and n/a (but resumes should be limited to 2-pages per individual</p>
3.6	<p>Safety Narrative Attachment for Form H</p> <p>Provide a description the Respondent’s ability to address and resolve safety and security issues. Specifically, the Respondent should address its:</p> <ul style="list-style-type: none"> (i) Knowledge of public safety and security techniques and methodologies associated with public school design, construction and life-cycle maintenance activities; (ii) Expertise in relevant school construction safety standards, specifications, policies, practices, and processes; 	2

	<p>(iii) Design-Builder’s corporate safety program (including safety statistics and EMR rate; and</p> <p>(iv) Track-record of safety during major maintenance and repair activities.</p>	
3.7	<p>Technical Approach</p> <p>Provide a narrative description of the Respondent's intended approach to both design and construction, as well as life-cycle asset maintenance of a bundle of schools under the parameters of a DBFM, as described in section 2.2 of this RFA. The narrative should briefly describe the Respondent's proposed methods for management, staffing, technology use, and, more generally, performing all required services. 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 project undertaken or completed within the past ten years.</p> <p>The Respondent is likewise encouraged to highlight its approach to innovation and excellence in the delivery of its services.</p>	5
3.8	<p>Project Understanding</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 approach to addressing project requirements.</p>	5

Notes to Part 3:

Section 3.1 (Form F1) and Section 3.3 (Form F2)

Respondents must include for each Major Participant listed on Forms F1- F2, such Major Participant's experience on **a minimum of five projects of similar size and complexity within the past 10 years.**

Respondents should provide information to demonstrate examples of:

- a) Respondent team members working together as an integrated team to deliver schools and/or social infrastructure projects;
- b) similar contracting structures (such as DBFM, DBFOM or similar);
- c) experience with projects of comparable size, scope and complexity per the requirements listed in the RFQ;
- d) successful execution of projects; and
- e) customer / client satisfaction.

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

Section 3.2 and 3.4 - Technical Narrative Attachment for Forms F1-F2

Respondents must provide a Technical Narrative Attachment for each of Form F1-F2 to describe selected projects from the applicable Form in greater detail. 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 PGCPS ACF P3. Additionally, each Technical Narrative Attachment should include the following information:

- a) the name of the project and a brief narrative description, explaining the project's relevance to the Project;
- b) the project owner's contact information (project manager name, phone number, e-mail address) and project number. If the owner's project manager is no longer with the owner, provide an alternate contact at the agency or company that is familiar with the project. The alternate contact must have played a leadership role for the owner during the project;
- c) the dates for the design, construction, operation and maintenance, and warranty period (as applicable);
- d) 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 ACF P3 Project under consideration;
- e) for design and construction projects, the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project; for parking operations and maintenance projects, total parking spaces (identifying the number of garages) and annual revenues;
- f) a description of the project financing and payment arrangements;
- g) 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;
- h) 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;
- i) 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;
- j) for operations and maintenance contracts, please identify 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, PGCPS may elect to exclude the experience represented by that project in determining the Respondent's qualifications.

[End of Submittal Requirements for Part 3 of Volume 1]

Volume 1 **Part 4 - Financial Capabilities and Experience**

Contents of Part 4

Part 4 of Volume 1 shall contain the following:

Section	Submittal Requirement	Page limit
4.1	<p>Completed Form G1 (<i>Financial Information - Financing Member Experience</i>)</p> <p>Provide a completed <u>Form G1 (<i>Financial Information - Financing Member Experience</i>)</u> in accordance with the instructions on the Form.</p>	n/a
4.2	<p>Attachment to Form G1 (<i>Financial Information - Financing Member Experience</i>)</p> <p>Provide a financial experience attachment that provides narrative descriptions of the five most relevant private financing experiences listed on <u>Form G1 (<i>Financial Information - Financing Member Experience</i>)</u>.</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 <u>Form G1 (<i>Financial Information - Financing Member Experience</i>)</u>.</p>	2 ¹
4.3	<p>Completed Form GG1 (<i>Financial Information - Information Regarding Financing Members</i>)</p> <p>Provide a completed <u>Form GG1 (<i>Financial Information - Information Regarding Financing Members</i>)</u> in accordance with the instructions on the Form.</p>	n/a

Notes to Part 4

Section 4.1 (Form G1)

Respondents may list on Form G1 (*Financial Information - Financing Member Experience*) the experience of any Financing Member who will directly or indirectly be an equity owner of the Developer or will commit to holding project debt in the case of a tax-exempt structure. Project experience from Affiliates of Financing Members is acceptable, if a direct or indirect common parent entity is a Guarantor of the Financing Member.

[End of Submittal Requirements for Part 4 of Volume 1]

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

Volume 2 - Financial Information

Contents of Volume 2

Volume 2 shall contain the following:

Section	Submittal Requirement	Page limit
5.1	<p>Completed Form GG2 (<i>Financial Information - Financial Officer Certificate</i>)</p> <p>Provide a completed <u>Form GG2 (<i>Financial Information - Financial Officer Certificate</i>)</u> in accordance with the instructions on the Form, for each of the following:</p> <p>(a) each Financing Member;</p> <p>(b) the Lead Design-Builder;</p> <p>(c) each Lead Design-Builder Member (if applicable); and</p> <p>(d) each Guarantor (if applicable).</p>	n/a
5.2	<p>Financial Statements</p> <p>Provide financial statements for the last three fiscal years for each of the following:</p> <p>(a) each Financing Member;</p> <p>(b) the Lead Design-Builder;</p> <p>(c) each Lead Design-Builder Member (if applicable); and</p> <p>(d) each Guarantor (if applicable).</p>	n/a
5.3	<p>Funding Letter</p> <p>For each Financing Member, provide an Equity Funding Letter or a Debt Funding Letter.</p>	n/a
5.4	<p>Surety Letter and/or Letter of Credit</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 SOQ submission of obtaining a performance bond and payment bond, each in an amount of at least \$350 million for the Project.</p>	n/a

Notes and Instructions:

Section 5.1 (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 SOQ Due Date. 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 PGCPS's assessment of the Respondent's financial strength, including:

- a) credit rating;
- b) Guarantor support;
- c) financial information summary;
- d) bankruptcy/insolvency proceedings;
- e) material changes in financial condition; and

- f) 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 Financing Member, Lead Design-Builder or Lead Design-Builder 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 5.2 (Financial Statements)

- a) 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).
- b) 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.
- c) 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 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. PGCPS 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/Financing Members;
 - (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 the Response) 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 5.3 (Equity Funding Letter)

Equity Funding Letters will be used as supporting evidence of each Financing 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:

- a) If the Financing 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 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, parking operators, and facilities management providers) and their anticipated involvement (approximate in percentage terms). Provide the name and structure (including details on the relationship to the Financing 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 Financing 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 Financing 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 Financing Member and (ii) confirmation that the Financing 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.
- b) If the Financing 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 Financing 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 Financing Member pursues simultaneously;
 - (iii) **Investment Capacity:** Provide supplemental information to the financial statements (as necessary) of the Financing Member to demonstrate the existence of existing and/or committed capital capacity for the Project, consistent with the likely total equity investment and the Financing 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 Financing 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 Financing Member, if any, and (ii) confirmation that the Financing 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 5.4 (Debt Funding Letter)

In the event a Respondent is proposing a tax-exempt structure, Debt Funding Letters will be used as supporting evidence of each Financing Member's capacity to fund a portion of the senior or subordinated debt that such Financing Member is committing to purchase and hold for purposes of the Project. Each Debt Funding Letter should conform with the requirements set forth in 5.3.1b) above for the Equity Funding Letter, however, instead of Equity, the Debt Funding Letter shall identify how the Financing Member intends to fund its debt 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 office

Section 5.5 (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 Volume 2]

Appendix B – Forms

Form A – Submittal Letter

[*Submission Date*]

To: Ms. De’Nerika Johnson
Construction Procurement Supervisor
Department of Capital Programs
13300 Old Marlboro Pike, Room 11
Upper Marlboro, MD 20772

REFERENCE: RFQ No. DCP19-24 - Statement of Qualifications
for Design, PGCPS ACF Package 1 DBFM

Dear Madam:

Pursuant to the Request for Qualifications No. DCP19-24 dated May 30, 2019, ([as amended by addenda [●]]² [*Name of Respondent*] hereby submits this statement of qualifications (“SOQ”) 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.]³

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

[*Name of Respondent*] hereby warrants that it:

- (i) has read the RFQ [(including all addenda)]⁴ and
- (ii) agrees to abide by the contents and terms of the RFQ and the statements and commitments in this SOQ.

[*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 Institution, the PGCPS, or any of their respective representatives, advisors or consultants, and
- (ii) it accepts all costs and expenses incurred by it in preparing this SOQ and participating in the procurement process will be borne solely by the Respondent,
- (iii) it acknowledges and accepts the participation goals for Minority Business Enterprises and County-Based Businesses set forth in the RFQ and agrees that, if awarded the contract, it will undertake to meet such goals; and

² The “as amended.....” language should only be included if there have been addenda to the RFQ which have made amendments. Otherwise, delete bracketed language

³ [*Delete in case no association is foreseen.*]

⁴ Delete if not applicable.

- (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 Representative to receive notices with respect to this tender process:

Name: [●]
Title:⁵ [●]
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 Representative name]

Title: Respondent Representative

⁵ List individual's current job title, other than "Respondent 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, Room 11
Upper Marlboro, MD 20772

REFERENCE: Certification of Delegation and Authorization

With reference to RFQ No. DCP19-24, in representation of [name of Major Participant], under penalty of perjury, I hereby certify the following:

- (i) [Respondent 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 SOQ (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 Appendix A (*Submittal 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).
- 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 - Maintenance) and Form G1 (Financing 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 ⁶	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

⁶ E.g., Financing Member, Lead Design-Builder, Lead Design-Builder Member, Lead Maintenance Provider, Lead Maintenance Provider Member or Guarantor.

B.2.2.2. Certifications

Respondent Name: [Respondent to provide]

Name of Team Member: [Respondent to provide]

- Role on Respondent:**
- Financing Member
 - Lead Design-Builder
 - Lead Design-Builder Member
 - Lead Maintenance Provider
 - Lead Maintenance 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)	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? <i>If yes, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

By: _____

Printed Name: *[insert name]*

Title: *[insert title]*

[End of Form B]

Form C – Legal Disclosures

C.1. Instructions

In addition to that set forth in Appendix B (Submittal 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 F (Technical Experience).
- 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 - Maintenance), and Form G1 (Financing 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 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

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

[End of Form C]

Form D – Request for Confidentiality / Proprietary Information

Please note that PGCPS will not 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

No.	SOQ Heading(s)	SOQ Volume and Section(s)	SOQ Page(s)	Relevant Public Disclosure Law Exemption(s)

[End of Form D]

Form E – Major Participant Information

In addition to that set forth in [Appendix B \(Submittal Requirements\)](#), please note the following:

- a) For each Financing Member, Lead Design-Builder, Lead Design-Builder Member, Lead Maintenance Provider, Lead Maintenance Provider Member and Guarantor complete [Tables E1, E2 and E3].
- b) If information requested in relation to an entity is not relevant to such entity, state "Not Applicable".

Table E1. Team Member and Role

(1) Name of Team Member:	[Respondent to provide]
---------------------------------	-------------------------

(2) Role:	<input type="checkbox"/> Financing Member
	<input type="checkbox"/> Lead Design-Builder
	<input type="checkbox"/> Lead Design-Builder Member
	<input type="checkbox"/> Lead Maintenance Provider
	<input type="checkbox"/> Lead Maintenance Provider Member
	<input type="checkbox"/> Guarantor for [Respondent to provide entity name]

Table E2. Legal Information

(1) Type of Legal Entity:	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Limited liability company
	<input type="checkbox"/> Joint venture
	<input type="checkbox"/> Partnership
	<input type="checkbox"/> 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 SOQ.

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

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

Form F.2. – Technical Experience – Maintenance

Instructions:

Please provide information for a minimum of five projects on which Major Participant has worked over the past 10 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 five 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 Design-Builder (or Lead Design-Builder 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] ⁷
Client or Owner: ⁸	Scope of Services Provided: (design, engineering, construction management, commissioning, etc.)
Level of Major Participant’s Participation: ⁹	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:	

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

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

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

Form F.2. Technical Experience – Maintenance

[Using the format below, please provide detailed information on each project for which the Lead Maintenance Provider (or Lead Maintenance 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] ¹⁰
Client or Owner: ¹¹	Level of Major Participant’s Participation: ¹²
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 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:	

¹⁰ Dates should refer to the term of the maintenance agreement.

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

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

Form G – Financial Information

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

Form G.1. Financial Information – Financing Member Experience

Table G1. Financing Member Experience								
Financing Member	Project Name & Location¹³	Project Size¹⁴	Debt Amount & Source¹⁵	Date of Financial Close	Construction Start Date	Percentage of Works Completed as of May 1, 2019	Level of Financing Member's Participation¹⁶	Type of Payment Mechanism¹⁷

¹³ Provide information for a minimum of five P3 projects on which any of the Financing Members has been involved in over the past ten 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 20% equity ownership or in which it held at least 80% of the subordinated debt (in the case of a tax-exempt structure).

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

¹⁵ Specify amounts in US Dollars and identify any exchange rates applied to convert amounts in other currencies using the exchange rate prevailing as of May 1, 2019, including the benchmark rate applied. Specify the type of debt in brackets (e.g., bank debt, TIFIA, bonds, etc.).

¹⁶ Specify amount of equity invested by the Financing Member. The equity investment may take the form of either (i) shareholders' equity or (ii) shareholder subordinated debt. 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.

¹⁷ Specify the type of payment mechanism used for the project (e.g., availability payment, revenue concession, or combinations of these mechanisms).

Form GG1. Financial Information - Information Regarding Financing Members

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

- a) Complete one Form GG1 (*Financial Information - Information Regarding Financing Members*) for each Financing Member.
- b) If a Financing Member identified in Form GG1 (*Financial Information - Information Regarding Financing Members*) is a joint venture, consortium, partnership or limited liability company, complete a separate Form GG1 (*Financial Information - Information Regarding Financing Members*) for each member firm of the joint venture, consortium, partnership or limited liability company.
- c) Indicate whether a Financing Member is also the Lead Design-Builder (or Lead Design-Builder Member) or Lead Maintenance Provider (or Lead Maintenance Provider Member).

Table GG1. Information Regarding Financing Members			
Financing Member name, address, legal nature and state of organization	Planned equity share percentage in the Respondent (sum total should be 100%)¹⁸	Guarantor name and address (if applicable)	Other roles (if applicable) (i.e., Lead Design-Builder, Lead Design-Builder Member, etc.)

¹⁸ If a tax-exempt structure is proposed, please indicate the planned share of subordinated debt in the Offeror the Financing Member shall commit to holding.

Form GG2. Financial Information - Financial Officer Certificate

Instructions

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

- a) each Financing Member;
- b) the Lead Design-Builder;
- c) each Lead Design-Builder Member (if applicable); and
- d) each Guarantor of a Financing Member, the Lead Design-Builder or Lead Design-Builder Member (if applicable).

Form of the Financial Officer's Certificate

I, [Name], the [Title]¹⁹ of [Name of Financing Member, Lead Design-Builder or Lead Design-Builder Member] (the "Company") [and the [Title] of [Name of Guarantor Entity] (the "Guarantor")]²⁰, do hereby certify as of [Date] that:

- a) This Certificate is being executed and delivered in connection with the Statement of Qualifications submitted by [Respondent] (the "SOQ") in response to the Request for Qualifications No. DCP19-24 (the "RFQ") issued by PGCPS for ACF Package 1 DBFM.
- 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 Appendix A (Submittal 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 SOQ 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 the PGCPS ACF Package 1 DBFM if the Respondent were to become the Developer.]²¹
- d) **Audited Financial Statements:** The audited financial statements provided by [the Company] [the Guarantor] pursuant to Appendix C (Submittal Requirements) in the SOQ for the fiscal years ended [●], [●] and [●] are complete and correct copies thereof. Where [the Company] [the Guarantor] has provided unaudited financial results, such financial results present fairly, in all material respects, the financial position and results of operations and cash flows of [the Company] [the Guarantor and its consolidated subsidiaries, including the Company,] as of such dates and for such

¹⁹ 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.

²⁰ 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.

²¹ Delete if there is no Guarantor and this is not applicable.

periods. [The Company] [The Guarantor] has no material contingent liabilities or unusual forward or long-term commitments not disclosed therein.²²

- 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].]²³ 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 SOQ.]

[Attached hereto as Annex C is a detailed description of material changes in the financial condition of [the Company] [the Guarantor].]²⁴

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

Name:

Title:

²² Submit a RFQ Comment to PGCPS 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.

²³ 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.

²⁴ 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 Summary²⁵

Entity: _____

Respondent Role: _____

FY End	Total Revenues	Pre-Tax Profit	Fixed Assets	Total Assets ²⁶	Contingent Liabilities	Long-Term Liabilities	Short-Term Liabilities	Net Assets	Tangible Net Worth	Long Term Leverage ²⁷

Rating Agency ²⁸	Rating
[Rating agency name]	
[Debt of the [Company]][Guarantor] is not rated by any major credit rating agency.]	
[[Company]][Guarantor] has no debt]	

²⁵ 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 May 1, 2019] [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.

²⁶ Exclude goodwill and intangibles.

²⁷ Calculate Long Term Leverage as Long Term Liabilities / Net Assets.

²⁸ If applicable, Major Participants should provide a copy of their most recent credit report up to the SOQ Due Date.

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 – Safety Performance Questionnaire

In addition to the instruction provided in Appendix B (Submittal Requirements), please note that Form H must be completed for the Lead Design-Builder and for each Lead Design-Builder Member. If Information requested in relation to an entity is not relevant to such entity, state "Not Applicable".

FORM H-- SAFETY PERFORMANCE QUESTIONNAIRE			
Respondent Name:	[Respondent to provide]		
(1) Name of Team Member:			
(2) Role:			
	<input type="checkbox"/>	Lead Design-Builder	
	<input type="checkbox"/>	Lead Design-Builder Member	
1. Provide the number of injuries and illnesses for the last three years.			
YEAR	2018	2017	2016
a. Number of Fatalities	_____	_____	_____
b. Lost Work Day Incident Rate ¹	_____	_____	_____
c. OSHA Recordable Incident Rate ²	_____	_____	_____
d. Number of Hours Worked	_____	_____	_____
e. Total Number of Employees on Payroll	_____	_____	_____
¹ Use the following formula for calculating the Lost Work Day Incident Rate: = $\frac{\text{Number of Lost Work Day Cases} \times 200,000}{\text{Number of Hours Worked}}$			
² Use the following formula for calculating the OSHA Recordable Incident Rate: = $\frac{\text{Number of OSHA Recordable Cases} \times 200,000}{\text{Number of Hours Worked}}$			
2. List your company's Worker's Compensation ("WC") Experience Modification Rate ("EMR") for the last three years: ²⁹			
Year	EMR		
a. 2016	_____		
b. 2015	_____		
c. 2014	_____		
d. Provide a letter from your WC insurance carrier certifying the above EMRs.			

²⁹ If EMR is above 1, please provide a written explanation.

FORM H-- 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 your occupational health and safety program.