



VIRGINIA BEACH CITY PUBLIC SCHOOLS
CHARTING THE COURSE

PPEA Guidelines and Supporting Documents

APPENDIX 1: DEFINITIONS

"Affected jurisdiction" means any county, city or town in which all or a portion of a qualifying project is located.

"Appropriating body" means the body responsible for appropriating or authorizing funding to pay for a qualifying project.

"Commission" means the State Corporation Commission.

"Comprehensive agreement" means the comprehensive agreement between the private entity and the responsible public entity required by § 56-575.9.

"Develop" or "development" means to plan, design, develop, finance, lease, acquire, install, construct, or expand.

"Interim agreement" means an agreement between a private entity and a responsible public entity that provides for phasing of the development or operation, or both, of a qualifying project. Such phases may include, but are not limited to, design, planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constitutes activity on any part of the qualifying project.

"Lease payment" means any form of payment, including a land lease, by a public entity to the private entity for the use of a qualifying project.

"Material default" means any default by the private entity in the performance of its duties under subsection E of § 56-575.8 that jeopardizes adequate service to the public from a qualifying project.

"Operate" means to finance, maintain, improve, equip, modify, repair, or operate.

"Private entity" means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, non-profit entity, or other business entity.

"Public entity" means the Commonwealth and any agency or authority thereof, any county, city or town and any other political subdivision of the Commonwealth, any public body politic and corporate, or any regional entity that serves a public purpose.

"Qualifying project" means (i) any education facility, including, but not limited to a school building, any functionally related and subordinate facility and land to a school building (including any stadium or other facility primarily used for school events), and any depreciable

property provided for use in a school facility that is operated as part of the public school system or as an institution of higher education; (ii) any building or facility that meets a public purpose and is developed or operated by or for any public entity; (iii) any improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a public entity; (iv) utility and telecommunications and other communications infrastructure; (v) a recreational facility; (vi) technology infrastructure, services, and applications, including, but not limited to, telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services; (vii) any services designed to increase the productivity or efficiency of the responsible public entity through the use of technology or other means, (viii) any technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas; (ix) any improvements necessary or desirable to any unimproved locally- or state-owned real estate; or (x) any solid waste management facility as defined in § 10.1-1400 that produces electric energy derived from solid waste.

"Responsible public entity" means a public entity that has the power to develop or operate the applicable qualifying project.

"Revenues" means all revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project, including without limitation, money received as grants or otherwise from the United States of America, from any public entity, or from any agency or instrumentality of the foregoing in aid of such facility.

"Service contract" means a contract entered into between a public entity and the private entity pursuant to § 56-575.5.

"Service payments" means payments to the private entity of a qualifying project pursuant to a service contract.

"State" means the Commonwealth of Virginia.

"User fees" mean the rates, fees or other charges imposed by the private entity of a qualifying project for use of all or a portion of such qualifying project pursuant to the comprehensive agreement pursuant to § 56-575.9.

APPENDIX 2: CONCEPTUAL PROPOSAL SUBMISSION

Conceptual Proposal Preparation and Submission

The Superintendent may generally require that proposals at the conceptual stage contain information in the following areas: (1) qualifications and experience, (2) project characteristics, (3) project financing, but only if public financing is unavailable or potentially less advantageous, (4) project benefit and compatibility. The Superintendent may reasonably request additional information from any proposer.

All potential proposers should be mindful that there is a legal requirement to post conceptual proposals. As such, any protections sought pursuant to Va. Code § 2.2-3705.6(11) should be undertaken prior to posting. An unsolicited proposal shall include an executive summary not designated as "Confidential-Not Releasable under VFOIA" that describes the proposed qualifying project sufficiently so that potential competitors can reasonably formulate meaningful competing proposals from a review of the summary and publicly-available information.

All proposals should include an executive summary of the proposal at the beginning of the proposal. Unless otherwise indicated in the solicitation or Receipt of Unsolicited PPEA Proposal and Solicitation of Competing Proposals, as applicable, conceptual-phase proposals should contain the information indicated below in the format indicated below:

TAB 1: Qualifications and Experience

- Identify the legal structure of the private entity making the proposal. Identify the organizational structure for the project, the management approach, and how each participant in the structure fits into the overall team. If the private entity that would be signing any comprehensive agreement would be a corporation, limited liability company, limited partnership, or an entity formed especially for the project, and if the proposer is relying at all on the past experience, name, or financial statements of any other person or entity to show the private entities' capabilities and responsibility, state what guaranty of performance will be provided by such other persons or entities.

- Describe the experience of the entities making the proposal, the key principals and project managers involved in the proposed project including experience with projects of comparable size and complexity, including prior experience bringing similar projects to completion on budget and in compliance with design, land use, service and other standards. Describe past safety performance and current safety capabilities. Describe the past technical performance history on recent projects of comparable size and complexity, including disclosure of any legal claims relating to such projects. Describe the length of time in business, business experience, public sector experience, and other engagements. Include the identity of any firms that will provide design, construction and completion guarantees and warranties, and a description of such guarantees and warranties.

- For each firm or major subcontractor that will be utilized in the project, provide a statement listing the firm's prior projects and clients for the past 3 years and contact information for same (name, address, telephone number, e-mail address). If a firm has worked on more than ten (10) projects during this period, it may limit its prior project list to ten (10), but shall first include all projects similar in scope and size to the proposed project and, second, it shall include as many of its most recent projects as possible. Each firm or major subcontractor shall be required to submit all performance evaluation reports or other documents, which are in its possession evaluating the firm's performance during the preceding three years in terms of cost, quality, schedule maintenance, claims, change orders, lawsuits, safety and other matters relevant to the successful project development, operation, and completion.

- Provide the names, prior experience, addresses, telephone numbers and e-mail addresses of persons within the firm or who will be directly involved in the project or who may be contacted for further information.

- Provide the current or most recent financial statements of the firm (audited financial statements to the extent available), and if the firm is a joint venture, limited liability company, partnership or entity formed specifically for this project, provide financial statements (audited if available) for the firm's principal venturers, members, partners, or stockholders that show that the firm or its constituents have appropriate financial resources and operating histories for the project.

- Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (Va. Code § 2.2-3100, et seq.).

- Identify the proposed plan for obtaining sufficient numbers of qualified workers in all trades or crafts required for the project.

- For each firm or major subcontractor that will perform construction and/or design activities, provide an accurately completed Commonwealth of Virginia Department of General Services (DGS) Form 30-168.

- Describe efforts to facilitate participation of small businesses and businesses owned by women and minorities and the success of those efforts for the project.

TAB 2: Project Characteristics

- Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.

- Identify and fully describe any work to be performed by the School Board or any other public entity.

- Include a list of all federal, state and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.
- Identify any anticipated adverse social, economic, environmental and transportation impacts of the project measured against the City's or other affected jurisdiction's comprehensive land use plan and applicable ordinances and design standards. Specify the strategies or actions to mitigate known impacts of the project. Indicate if an environmental and archaeological assessment has been completed.
- Identify the projected positive social, economic, environmental and transportation impacts of the project measured against the City's or other affected jurisdiction's comprehensive land use plan and applicable ordinances and design standards.
- Identify the proposed schedule for the work on the project, including sufficient time for the School Board's review and the estimated time for completion.
- Identify contingency plans for addressing public needs in the event that all or some of the project is not completed according to projected schedule.
- Propose allocation of risk and liability, and assurances for timely completion of the project.
- State assumptions related to ownership, legal liability, law enforcement and operation of the project and the existence of any restrictions on the School Board's use of the project.
- Provide information relative to phased openings of the proposed project.
- Describe any architectural, building, engineering, or other applicable standards that the proposed project will meet.

TAB 3: Project Financing

- Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment (e.g., design, construction, and operation), or both.
- Submit a plan for the development, financing and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds, including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs based upon the School Board's adopted operational standards. Include any supporting due diligence studies, analyses, or reports.
- Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all fees associated with financing given the recommended financing approach, including but not limited to, underwriter's discount, placement agent, legal,

rating agency, consultants, feasibility study and other related fees. A complete discussion or interest rate assumptions should be included given current market conditions. Any ongoing operational fees should also be disclosed, as well as any assumptions with regard to increases in such fees and escalator provision to be required in the Comprehensive Agreement.

- Identify the proposed risk factors and methods for dealing with these factors. Describe methods and remedies associated with any financial default.
- Identify any local, state or federal resources that the proposer contemplates requesting for the project along with an anticipated schedule of resource requirements. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment, both one-time and on-going.
- Clearly describe the underlying support and commitment required by the School Board under your recommended plan of finance. Include your expectation with regard to the City providing its general obligation or moral obligation backing.
- Identify any dedicated revenue, source or proposed debt or equity investment on behalf of the private entity submitting the proposal.

TAB 4: Project Benefit and Compatibility

- Identify community benefits, including the economic impact the project will have on the local community in terms of amount of tax revenue to be generated for the City or other affected jurisdiction, the number jobs generated for area residents and level of pay and fringe benefits of such jobs, and the number and value of subcontracts generated for area subcontractors.
- Identify any anticipated public support or opposition, as well as any anticipated government support or opposition (including that in any affected jurisdiction), for the project.
- Explain the strategy and plans, including the anticipated timeline that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.
- Describe any anticipated significant benefits to the community and the Public Schools, including anticipated benefits to the economic, social, environmental, transportation, Comprehensive Plan, etc., condition of the Public Schools and whether the project is critical to attracting or maintaining competitive industries and businesses to the City or other affected jurisdiction.
- Describe the project's compatibility with the City's and/or affected jurisdiction's local comprehensive plan (including related environmental, land use and facility standards ordinances, where applicable), infrastructure development plans, transportation plans, the capital improvements plan and capital budget or other government spending plan.

TAB 5: Any additional information as the Superintendent may reasonably request and certifications

The Superintendent may reasonably request additional information from any proposer.

Additionally, the proposal shall provide the following certification and distribution of the proposal:

- 1. Certification:** Representations, information and data supplied in, or in connection with, proposals play a critical role in the competitive evaluation process and in the ultimate selection of a proposal by the School Board. Accordingly, as part of any proposal, the proposer shall certify that all material representations, information and data provided in support of, or in connection with, its proposal are true and correct. Such certification shall be made by authorized individuals who are principals of the proposer and who have knowledge of the information provided in the proposal. In the event that material changes occur with respect to any representations, information or data provided for a proposal, the proposer shall immediately notify the School Board of the same.
- 2. Distribution to Affected Jurisdictions:** Under the PPEA, an "affected jurisdiction" is any county, city or town in which all or a portion of a qualifying project is located. Any private entity submitting a conceptual or detailed proposal to the School Board must provide any affected jurisdiction (typically the City) with a copy of the private entity's proposal by certified mail, express delivery or hand delivery. In the case of solicited proposals, such copy should be submitted to any affected jurisdiction to ensure its receipt at the time proposals are due to be submitted to the School Board. In the case of unsolicited proposals, such copy should be submitted to any affected jurisdiction to ensure its receipt within 5 business days after receiving notice from the School Board that the School Board has decided to accept the proposal pursuant to Section 6.1.1 hereof. Any affected jurisdiction shall have 60 days from the receipt of the proposal to submit written comments to the School Board and to indicate whether the proposed qualifying project is compatible with the jurisdiction's (i) comprehensive plan, (ii) infrastructure development plans, and (iii) capital improvements budget or other government spending plan. The School Board shall give consideration to comments received in writing within the 60-day period, and no negative inference shall be drawn from the absence of comment by an affected jurisdiction. The School Board may begin or continue its evaluation of any such proposal during the 60-day period for affected jurisdictions to submit comments.

APPENDIX 3: DETAIL PROPOSAL SUBMISSION

If the School Board decides to proceed to the detailed phase of review with one or more proposals, the following information, along with an executive summary of the proposal at its beginning, should be provided by the private entity unless waived by the Superintendent:

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project.
2. Conceptual site plan indicating proposed location and configuration of the project on the proposed site;
3. Conceptual (single line) plans and elevations depicting the general scope, appearance and configuration of the proposed project;
4. Detailed description of the proposed participation, use and financial involvement of the School Board. Include the proposed terms and conditions for the project,
5. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings.
6. Information relating to the current plans for development of facilities that are similar to the qualifying project being proposed by the private entity in any affected jurisdiction;
7. A statement and strategy setting out the plans for securing all necessary property and/or easements. The statement must include the names and addresses, if known, of the current owners of the subject property as well as a list of any property the proposer intends to request the School Board or affected jurisdiction to condemn.
8. A detailed listing of all firms, along with their relevant experience and abilities, that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties along with a record of any prior defaults for performance.
9. A total life-cycle cost, including maintenance, specifying methodology and assumptions of the project or projects including major building systems (e.g., electrical, mechanical, etc.), and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses using School Board adopted service levels and standards.
10. A detailed discussion of assumptions about user fees or rates, lease payments and other service payments, and the methodology and circumstances for changes, and usage of the projects over the useful life of the projects.

11. Identification of any known government support or opposition, or general public support or opposition for the project or financing thereof. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications.
12. Demonstration of consistency with appropriate City and/or affected jurisdiction comprehensive plans (including related environmental, land use and facility standards ordinances, where applicable), infrastructure development plans, transportation plans, the capital improvement plan and capital budget, or indication of the steps required for acceptance into such plans.
13. Explanation of how the proposed project would impact the City's or affected jurisdictions' development plans.
14. Description of an ongoing performance evaluation system or database to track key performance criteria, including but not limited to, schedule, cash management, quality, worker safety, change orders, and legal compliance.
15. Identification of any known conflicts of interest or other factors that may impact the School Board's consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (Va. Code § 2.2-3100, et seq.).
16. Acknowledge conformance with Sections 2.2-4367 through 2.2-4377 of the Code of Virginia, the Ethics in Public Contracting Act.
17. Additional material and information as the School Board may reasonably request.

Additionally and in furtherance of anticipated contract negotiations, the Superintendent may distribute the Schools' typical contract document and request the proposer identify any exception to the proposed contract.

APPENDIX 4: EVALUATION CRITERIA

The following is a demonstrative list of evaluation criteria. The VBCPS staff will develop evaluation criteria specific to the applicable project, and such criteria will be clearly provided to the proposers in the request for detailed proposals.

A. Qualifications and Experience

Factors to be considered in either phase of the VBCPS's review to determine whether the private entity possesses the requisite qualifications and experience may include but are not necessarily limited to:

1. Experience with similar projects of comparable scope and value;
2. Demonstration of ability to perform work at the appropriate level of quality standards;
3. Leadership structure;
4. Project manager's experience;
5. Management approach;
6. Financial condition; and
7. Project ownership.

B. Project Characteristics

Factors to be considered in determining the project characteristics may include but are not necessarily limited to:

1. Project definition;
2. Proposed project schedule;
3. Operation of the project;
4. Technology; technical feasibility;
5. Conformity to laws, regulations, and standards;
6. Environmental impacts;
7. Condemnation impacts;
8. State and local permits; and
9. Maintenance of the project.
10. Quality standards to meet proposed project quality.

C. Project Financing

Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project may include but are not necessarily limited to:

1. Cost and cost benefit to the VBCPS;
2. Financing and the impact on the debt or debt burden of the City;

3. Financial plan, including the degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;
4. Estimated cost;
5. Life-cycle cost analysis;
6. The identity, credit history, and past performance of any third party that will provide financing for the project and the nature and timing of their commitment;
7. Comparable costs of other project delivery methods; and
8. Opportunity costs assessment.

D. Project Benefit and Compatibility

Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans may include but are not necessarily limited to:

1. Community benefits;
2. Community support or opposition, or both;
3. Public involvement strategy;
4. Compatibility with existing and planned facilities; and
5. Compatibility with local, regional, and state economic development efforts.
6. Fiscal impact to the VBCPS or the City of Virginia Beach in terms of revenues and expenditures.
7. Economic output of the project in terms of jobs and total economic impact on the local economy.
8. Submission of required statement regarding participation efforts that are to be undertaken with regard to minority-owned businesses, woman-owned businesses, and small businesses. Failure to submit this statement shall constitute grounds to reject any proposal.

E. Other Factors

Other factors that may be considered by the VBCPS in the evaluation and selection of PPEA proposals include:

1. The proposed cost of the qualifying project;
2. The general reputation, industry experience, and financial capacity of the private entity;
3. The proposed design of the qualifying project;
4. The eligibility of the project for accelerated documentation, review, and selection;
5. Local citizen and government comments;
6. Benefits to the public, including financial and nonfinancial;
7. The inclusion of environmentally sustainable practices in the design, construction and ultimate operation of the project; and
8. Other criteria that the VBCPS deems appropriate.

APPENDIX 5: COMPREHENSIVE AGREEMENT

Comprehensive Agreement (from Va. Code § 56-575.9)

The terms of the comprehensive agreement shall be tailored to address the specifics of the project and shall include, if applicable, but not be limited to:

1. The delivery of maintenance, performance and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project, including, without limitation, bonds or letters of credit that comply with Virginia Code § 2.2-4337 for components of the qualifying project that include construction;
2. The review and approval of plans and specifications for the qualifying project by the School Board;
3. The rights of the School Board to inspect the qualifying project to ensure compliance with the comprehensive agreement;
4. The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the qualifying project;
5. The monitoring of the practices of the private entity by the School Board to ensure proper maintenance, safety, use and management of the qualifying project;
6. The terms under which the private entity will reimburse the School Board for services provided;
7. The policy and procedures that will govern the rights and responsibilities of the School Board and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity, including without limitation, the conditions governing assumption of the duties and responsibilities of the private entity by the School Board and the transfer or purchase of property or other interests of the private entity by the School Board;
8. The terms under which the private entity will file appropriate financial statements on a periodic basis.
9. The mechanism by which user fees, lease payments, or service payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be the same for persons using the facility under like conditions and that will not materially discourage use of the qualifying project;
10. A copy of any service contract shall be filed with the School Board and City.

11. A schedule of the current user fees or lease payments shall be made available by the private entity to any member of the public upon request.
12. Classifications according to reasonable categories for assessment of user fees may be made.
13. The terms and conditions under which the School Board will contribute financial resources, if any, for the qualifying project;
14. If the private entity is a limited purpose or "shell" entity, such as a limited liability company, limited partnership, or corporation, that lacks its own substantial resources and operating history and that will depend on its members, partners, shareholders or others for resources to perform, then guarantees of performance by such operator's principal members, etc., or other similar arrangements that adequately assure performance.
15. Other requirements of the PPEA or provisions that the School Board determines serve the public purpose of the PPEA.

Any changes in the terms of the comprehensive agreement as may be agreed upon by the parties from time to time shall be added to the comprehensive agreement only by written amendment. The comprehensive agreement may provide for the development or operation of phases or segments of a qualifying project.

APPENDIX 6: ADOPTING RESOLUTION

A RESOLUTION MAKING A PUBLIC PURPOSE
DETERMINATION UNDER THE PPEA,
AUTHORIZING THE SUPERINTENDENT TO
EXECUTE A COMPREHENSIVE AGREEMENT FOR
_____, AND SETTING AN
APPROXIMATE START DATE

WHEREAS, on _____, the Virginia Beach City Public Schools (the “VBCPS”) received an unsolicited proposal pursuant to the Virginia Public-Private Education Facilities and Infrastructure Act (“PPEA”) from _____ for _____ (the “Project”); and

WHEREAS, on _____, the VBCPS posted a public notice requesting conceptual proposals pursuant to the PPEA for the Project; and

WHEREAS, the VBCPS ____ conceptual proposals for the Project; and

WHEREAS, on _____, the VBCPS requested detailed proposals pursuant to the PPEA for the Project; and

WHEREAS, the VBCPS received ____ detailed proposals for the Project; and

WHEREAS, on _____, the School Board was briefed on the responses to the detailed proposals and, after reviewing the information provided by staff and the staff’s recommendation, the School Board directed staff to continue negotiations with _____; and

WHEREAS, on _____, the School Board held a public hearing to allow public comment on the Project; and

WHEREAS, on _____, the Comprehensive Agreement was recommended by the Superintendent and the School Board directed the Superintendent to seek approval from the City Council; and

WHEREAS, on _____, a copy of the Comprehensive Agreement in substantially completed form was posted on the VBCPS website; and

WHEREAS, on _____, the City Council adopted a resolution approving the proposed Comprehensive Agreement.

NOW, THEREFORE BE IT RESOLVED BY THE SCHOOL BOARD FOR THE VIRGINIA BEACH CITY PUBLIC SCHOOLS, THAT:

1. Based upon the review of the proposals received and information and advice provided by the Superintendent and staff, the School Board hereby determines that entering into a comprehensive agreement for the _____ with _____ will serve the public purpose because (i) there is a public need and benefit to be derived from such agreement, (ii) the price of _____ is reasonable in relation to similar facilities, and (iii) the agreement will result in the timely development of the _____.
2. The Superintendent or his designee is hereby directed to execute, after approval for legal sufficiency by the City Attorney or his designee, the comprehensive agreement with _____.
3. The approximate start date for the comprehensive agreement is _____.

APPENDIX 7: ANTICIPATED TIMELINES

Projected Procurement Timeline for School Board PPEA Procurement Initiated By Unsolicited Proposal

| Activity Number | Date | Activity | Guidelines Reference |
|-----------------|-------|--|----------------------|
| 1 | D | Receipt of Unsolicited Proposal | Page 3 |
| 2 | D+30 | Decide whether to accept Unsolicited Proposal, whether to use competitive negotiation, what conditions to impose, and whether the proposer's request to exclude information from disclosure is necessary | Page 3 |
| 3 | D+35 | Prepare Notice of Unsolicited Proposal, Receipt of Unsolicited Proposal, and Post and Publish | Page 3-4 |
| 4 | D+95 | Receive Competing Conceptual-Phase Proposals | Page 4 |
| 5 | D+100 | Determine whether proposers' requests to exclude information from disclosure are necessary. Post proposals. | Page 7 |
| 6 | D+130 | Evaluate Conceptual-Phase Proposals, decide whether to proceed. If proceeding, select proposers to invite to submit, and invite submission of Detailed-Phase Proposals | Page 4 |
| 7 | D+200 | Receive and evaluate Detailed-Phase Proposals, conduct interviews, and select proposers for negotiation of agreement | Page 5 |
| 8 | D+260 | Negotiate Interim Agreement or Comprehensive Agreement, select awardee | Page 5-6 |
| 9 | D+270 | Post agreement for public | Page 5-6 |
| 10 | D+330 | Obtain approvals by School Board and City Council | Page 6 |

**Projected Procurement Timeline for
School Board PPEA Procurement Solicited By
Request for Proposals (“RFP”)**

| Activity Number | Date | Activity | Guidelines Reference |
|------------------------|-------------|---|-----------------------------|
| 1 | D | Initiate procurement under PPEA. Decide whether to use competitive negotiation and issue RFP. | Page 3-4 |
| 2 | D+60 | Receive Conceptual-Phase Proposals | Page 4 |
| 3 | D+65 | Determine whether proposers' requests to exclude information from disclosure are necessary. Post proposals. | Page 7 |
| 4 | D+95 | Evaluate Conceptual-Phase Proposals and decide whether to proceed. If proceeding, select proposers to invite to submit, and invite submission of Detailed-Phase Proposals | Page 4 |
| 5 | D+165 | Receive and evaluate Detailed- Phase Proposals, conduct interviews, and select proposers for negotiation of agreement. | Page 5 |
| 6 | D+225 | Negotiate Interim Agreement or Comprehensive Agreement. Select awardee | Page 5-6 |
| 7 | D+235 | Post agreement for public | Page 5-6 |
| 8 | D+295 | Obtain approvals by School Board and City Council | Page 6 |

Note: Considerable planning before Step 1 is required to determine the School Board's needs for a project and to state them in an RFP.