

## Public Comment for Notice of Proposed Rulemaking (NPRM)

Commenter	Type	Section/Table/Figure Nos.	Comment	DC OP3 Response
AIAI	Trade Association	4801.4	The District should not pay stipends for responses to RFIs	Remove "...where a stipend is paid according to § 4804.1."
AIAI	Trade Association	4804.7	The Director/Deputy Director of the OP3 and Owner Agency should not always serve on both review committees	Change "...will..." to "...may..." in this section
AIAI	Trade Association	4802.9	The District should not pay stipends for responses to RFQs	Remove "...where a stipend is paid according to § 4802.9."
AIAI	Trade Association	4801	Term should be "qualification" not "pre-qualification"	Change the term "pre-qualification" to "qualification" in 4801.2, 4802.4, 4802.5, 4802.6, 4802.7
C&M Associates, Inc.	Private Firm	4804	Correct spelling of "solicitation" in title.	Adopted.
C&M Associates, Inc.	Private Firm	4810	Expresses concerns about the political risk created by requiring Council approval of the final agreement and would prefer that Council approval only be required prior to issuance of the RFP as long as basic objectives and standards for the procurement are met.	The Home Rule Charter and P3 Act require Council approval and no changes could be made to the regulation without amendments to the law.
NCPPP	Trade Association	Preamble	Should also mention effective identification ,management, mitigation and transfer of risk for P3 projects	This is discussed in great detail throughout other sections of the rules and guidelines.
NCPPP	Trade Association	4800.2	How are projects identified?	This is discussed in great detail throughout other sections of the rules and guidelines.
NCPPP	Trade Association	4801.1	The Virginia OP3 has found RFIs to be most useful during screening and development phases.	DC OP3 plans to use RFIs in essentially the same way. It is one of the earliest phases in a solicited procurement to determine if a project is viable as a P3 and there's interest in the market to submit proposals.
NCPPP	Trade Association	4801.4	Why our stipends required to make use of information provided in response to an RFI?	Agreed. Updates will be made to the Rules.
NCPPP	Trade Association	4803.3	What are considered substantial changes to a procurement that would require the Council to reapprove a project?	A substantive change generally consists of something so significant to change the material terms of the deal or the scope of the project. There are examples of what qualifies as a substantive change based on DMPED's approval requirements for DC Code Sec. 10-801 land dispositions, which are subject to the same standard.
NCPPP	Trade Association	4804.5	How will these criteria be included in the RFP?	These criteria will be the baseline factors by which each proposal is judged, with additional criteria added to each RFP based on the specific nature of the project.
NCPPP	Trade Association	4805.3	It might be beneficial to include Owner Agencies in these discussions.	Agreed. We intend to invite the relevant owner agencies to any meeting held with an entity interested in submitting an unsolicited proposal given that they have a better understanding for their needs, resources, and technical matters. The rules will be updated accordingly.
NCPPP	Trade Association	4807.7	What are the limits on how they can "update" the proposal?	The original unsolicited proposer can only update their proposal to the extent that there are additional requirements or clarifications in the request for alternative proposals (RFAP). This will be stated clearly in the rules and in each RFAP.
NCPPP	Trade Association	4807.8	the "original", or the "updated"?	Agreed. We will clarify that the updated original proposal will be evaluated if there is one.
NCPPP	Trade Association	4807.15	This sentence doesn't read well. We found it hard to understand how the requirements listed will be stated in the RFAP.	Agreed. Should clarify that it will be based on how the original and alternative unsolicited proposals score on those and other criteria listed in the RFAP, not whether they simply meet the requirements.
NCPPP	Trade Association	4809.2	Plan should include a budget	Budget will be required in the P3 agreement, but the terms listed are only those identified in the P3 Act.
Federal City Council	Non-profit association	4802.9	Supports the concept of paying stipends for intellectual property submitted as part of a proposal, but wants to ensure that the "value of the stipend must be advertised and be competitive enough to incent competition."	DC OP3 agrees that it will be important to set the right balance between having a stipend substantial enough to encourage innovative ideas while also utilizing limited public resources to maximum effect. In addition to the stipend, DC OP3 will find other methods to ensure innovative ideas, including protecting proprietary trade secrets during competition.
Federal City Council	Non-profit association	4803.3	Expresses concerns about the political risk created by requiring Council approval of the final agreement and would prefer that Council approval only be required prior to issuance of the RFP as long as basic objectives and standards for the procurement are met.	The Home Rule Charter and P3 Act require Council approval and no changes could be made to the regulation until amendments to the law are passed.
Federal City Council	Non-profit association	4804.7	Believes that the OCFO should be involved in the financial review committee that evaluates proposals.	Agreed. OCFO will play an important role in many stages of the process and will have the opportunity to serve on financial review committees.
Federal City Council	Non-profit association	4806.4	Wants "favorable" and "unfavorable" defined to make clear that initial review of unsolicited proposals is not a subjective process and will be done according to clearly stated criteria.	These terms are established by the P3 Act, but the determination will be made according to the criteria outlined in section 4806.2. These criteria will be broadened to include clearer requirements.

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Federal City Council	Non-profit association	4810	Reiterates concerns about the political risk created by requiring Council approval of the final agreement and would prefer that Council approval only be required prior to issuance of the RFP as long as basic objectives and standards for the procurement are met.	The Home Rule Charter and P3 Act require Council approval and no changes could be made to the regulation until amendments to the law are passed.
Goldblatt Martin Pozen LLP	Private Firm	4805.3	Wants meetings with potential unsolicited proposers to be kept confidential to encourage open conversations and innovative concepts.	Agreed. Given that information shared in such meetings will typically be the proprietary trade secrets of a proposer, they will be discouraged from sharing them with the District if they are made public. Such meetings will therefore be kept confidential to the extent allowed by FOIA.
Goldblatt Martin Pozen LLP	Private Firm	4806.3	Wants to clarify that refunds for unspent review fees will be repaid at the end of the review period.	Practically speaking, it probably makes the most sense to issue a refund for unspent funds at the end of all review periods assuming that a project proceeds through the complete review process. Otherwise, multiple transactions would add administrative burden and parties are unlikely to be substantially harmed by such a relatively minor delay.
Goldblatt Martin Pozen LLP	Private Firm	4806.4	Would like those private entities who submit an unsolicited proposal that is ultimately rejected to have an opportunity to meet with DC OP3 to understand why the proposal was rejected.	DC OP3 will provide a written response explaining an unfavorable determination. But, it cannot provide substantive feedback that would allow a party to revise the proposal and resubmit it for review. Such a process would amount to "supervising" an unsolicited proposal, which is barred by the P3 Act.
Goldblatt Martin Pozen LLP	Private Firm	4807.7	Wants to allow an original unsolicited proposer to submit a wholly new proposal during the RFAP process.	The intent is to limit the changes made to an original unsolicited proposal to those additional requirements or clarifications that are established in the RFAP. Allowing a wholly new proposal would disadvantage alternative proposers who did not have the benefit of that additional information and time.
Goldblatt Martin Pozen LLP	Private Firm	4807.2	Clarification that unsolicited proposals that are ultimately withdrawn or not accepted will not be subject to release under FOIA laws.	Adopting this change to the extent allowed by FOIA law.
Law Office of Wm. Mark Scott PLLC	Private Firm	4802.4	Although the provision bars persons "convicted of corruption or fraud," Federal officials do not have the resources to prosecute many fraudulent transactions. For this reason, the wording of this provision should be expanded to include, at a minimum, any person "found to be in violation of any Federal or District of Columbia law due to his or her participation" in any P3 transaction. And the RFP should specifically request a response to the question of whether any person or firm involved has been audited or otherwise investigated for prior involvement in any P3 transaction and the results of those investigations.	The section as written is the legal standard in the District.

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Law Office of Wm. Mark Scott PLLC	Private Firm	4804.5 and 4807.15	None of the suggested criteria give weight to any previous disreputable conduct. For instance, the law firm that provided the tax opinion on the Oyster School P3 bond issue, Hunton & Williams, would not be held responsible for its failure to adhere to established standards of practice, or for any failure to address and resolve the dispute over the Oyster School P3 financing and its apparent dumping of such responsibility on District of Columbia taxpayers. Further, no consideration is given to the Federal tax and other risks associated with most P3 transactions, nor the fact that the private parties putting together these transactions may be placing District of Columbia taxpayers in significant risks. As District of Columbia taxpayers will not be able to independently assess and comment on these risks prior to the consummation of the P3 transaction due to the limited disclosure of information provided for in § 4804.12 of the proposed regulation, District of Columbia officials must protect District taxpayers. In assuming this duty, it is absurd to pretend that persons or firms that have a history of providing erroneous legal opinions or financial evaluations, or a failure to stand behind their work when such legal opinions or financial evaluations are challenged, would not have a propensity to repeat the same disreputable conduct. For this reason, as part of the RFP review process, for either solicited or unsolicited proposals, a firm or person that was previously involved in a failed transaction or failed to stand behind their work when challenged, should either be barred permanently (or for a substantial period of time) or at the very least, be disadvantaged in the RFP review and selection process. As an example, it makes no sense at all for LCOR to present a proposal, with the support of the firm Hunton & Williams, without taking into account their failure to compensate District of Columbia taxpayers in connection with the Oyster School P3 debacle.	The section as written is the legal standard in the District, which includes a District "bad actor" law that disbars contractors who have violated procurement laws in the past. Poor performance on previous District contracts will also be a criteria in the selection process for most if not all RFPs.
Law Office of Wm. Mark Scott PLLC	Private Firm	4810.2	A report that fails to describe failures or problems with particular private entities in previous P3 transactions is incomplete and could lead to Council approval of P3 transactions with private parties with a substantial history of abusing the trust of the taxpayers of the District of Columbia.	The provision as written within the P3 Act
The Surety & Fidelity Association of America	Association	4809.2	Our comments on the proposed P3 regulations are limited to the bonding requirements for P3s in 27 DC ADC s 4809.2 (l), which require the P3 agreement to include a "requirement that the private entity maintain performance and payment bonds, or other security and risk-mitigation tools deemed suitable by the DC OP3 and Owner Agency". SFAA recommends that this requirement be clarified as follows: (l) a requirement that the private entity maintain or cause to be maintained performance and payment bonds on the design and construction portion of the project as required under 2-357.02 or and bonds, other security, and risk-mitigation tools deemed suitable by the DC OP3 and Owner Agency on other portions of the project.	While bonding requirements are critical, P3 projects justify different standard than traditional procurements because private partners will typically have equity stakes and take on risk that more effectively protects the District. Bonding requirements necessarily vary based on the size, type, complexity and structure of a project. But, the revised rule will establish a standard of 100%, with exceptions when a project justifies it as long as it is at least 25%.
IMG Rebel	Private Firm	4804.7 (a)	Technical Review Committee: The technical review committee will review all technical aspects of the proposal including: proposed project scope, innovative use of technology, engineering and design, operation and maintenance of the project.	No need for colon after "including". Change adopted.
IMG Rebel	Private Firm	4804.12	Will Proposers be permitted to classify financial information such as income statements and balance sheets as confidential? This may be an issue for privately-held entities.	This sort of information would seem to be proprietary for private companies.
IMG Rebel	Private Firm	4807.12 (a)	Technical Review Committee: The technical review committee will review all technical aspects of the proposal including: proposed project scope, innovative use of technology, engineering and design, operation and maintenance of the project.	No need for colon after "including". Change adopted.

Public Comment for Draft Guidelines and Procedures

Commenter	Type	Section/Table/Figure Nos.	Comment	DC OP3 Response
Performance-Based Building Coalition (PBBC)	Trade Association	Figure 1	The process would benefit from pre-approval during the project development stage after the request for information to reduce the risk of a cancelled procurement at a later stage after public and private sector entities have incurred significant costs and time. This is comparable to what Miami Dade County does.	While DC OP3 intends to do considerable outreach to the Council and other stakeholders at multiple stages before the RFQ and RFP are issued, adding an additional pre-approval process would add considerable time and not obviate the statutory requirement for
Performance-Based Building Coalition (PBBC)	Trade Association	Figure 1	The unsolicited proposal 30 day minimum time frame for alternative proposals infers a time element that is too short. DC OP3 suggest a minimum of 60 days.	This time minimum is required by law, but DC OP3 certainly intend to allow for greater time to respond to alternative solicited proposals based on the individual needs and complexity of the particular project.
Performance-Based Building Coalition (PBBC)	Trade Association	1.6	The statement "Those District agencies with the expertise and ability to manage a P3 agreement for the full life cycle of a project will be the public entity owners of an agreement." Implies there are other agencies that may not have the requisite expertise. How they might be handled should be clarified, especially in the event the DC OP3 ceases to exist.	Agreed that clarification is required. OP3 will only develop procurements with those owner agencies that have requisite expertise. To the extent an agency doesn't have such expertise, OP3 will work to develop it and educate staff if necessary.
Performance-Based Building Coalition (PBBC)	Trade Association	1.10	Exclude the word "are" in the sentence "Details are of these requirements are outlined in section 7.0." Delete the word "under" in sentence "Although proprietary business information will be protected under as described in sections 5.4.11 and 6.5.11, the DC OP3 will strive to publish as much material as possible on its DC OP3site while maintaining the interest in fair, competitive procurements."	Adopted.
Performance-Based Building Coalition (PBBC)	Trade Association	3.0	Opening paragraph: Suggest modifying the sentence "The screening of projects on the P3 Project Pipeline will allow the DC OP3 and Owner Agencies to determine which projects are most likely to deliver the best value-for-money to the residents of the District." Value for money implies the best approach; the sentence makes it confusing; i.e. will only the best projects advance, or projects which demonstrate better value for money under a P3 arrangement, subject, of course to the Agency acceptance of the approach.	While language has no binding effect, have clarified that criteria serve to determine if projects meet range of goals that ultimately determine their viability to move forward as P3s. Revised sentence reads as follows: "The screening of projects on the P3 Project Pipeline will allow the DC OP3 and Owner Agencies to determine which projects are most likely to achieve District policy goals, serve vital infrastructure needs, and deliver better value-for-money to the residents of the District compared to traditional procurements"
Performance-Based Building Coalition (PBBC)	Trade Association	3.1	Some of considerations in the "Policy Priorities" screening criterion should be stated generally in terms of economic growth, opportunity and development (as opposed to mentioning specific groups or programs). This may provide more flexibility in considering unique benefits that a project may have to offer.	Criteria are intended to be broad and flexible in the initial screening. Further detailed policy criteria are included in the phase 2 detailed screening process.
Performance-Based Building Coalition (PBBC)	Trade Association	3.1	The question of effective risk transfer should not focus solely on a "positive risk profile for the District". Rather, effective risk transfer should result in an overall "efficient project risk profile" that can allocate risk to the party who is in a better position to manage and control a particular risk and has been demonstrated to be bankable based on precedent, successful transactions in the P3 market.	Agreed. Clarification made so that sentence reads: "Would the delivery of this project as a P3 allow for effective risk transfer to the private sector resulting in a positive risk profile for the project and the District government?"
Performance-Based Building Coalition (PBBC)	Trade Association	3.1	The "Funding Considerations" screening criterion should include a consideration of whether a P3 frees up funds for other uses and needs. Also, could the application of a P3 process for a new facility result in funding from gains in the Agencies program efficiency improvements.	Adopted.
Performance-Based Building Coalition (PBBC)	Trade Association	3.1	The consideration regarding an agency's ability to manage the P3 contract under the "Life Cycle Costs" screening criterion does not appear relevant to the criterion and should be removed or relocated.	Whether an agency has or can acquire the capabilities to implement a project directly relates to whether they can achieve life cycle efficiencies through the project.

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Performance-Based Building Coalition (PBBC)	Trade Association	3.1	The consideration under the "Life Cycle Costs" screening criterion regarding whether "project revenues support full life cycle costs" appears to be already covered under the "Funding Considerations" screening criterion and should be removed or relocated:	While somewhat redundant, this criterion serves to emphasize the importance of revenues and efficiencies created by a project being used to offset a it's costs. Clarification was added in the funding section.
Performance-Based Building Coalition (PBBC)	Trade Association	3.1	The Social Equity Considerations screening criterion should be combined and made part of the "Policy Priorities" screening criterion.	The social equity considerations are important enough to highlight in a separate section and combining them would have no practical effect.
Performance-Based Building Coalition (PBBC)	Trade Association	3.1	Under the "Market Readiness" screening criterion, a consideration should be added inquiring into the status of key governmental approvals or permits. For example, where is the project from an environmental planning standpoint, etc.	Agreed. Repeated language from state two detailed screening regarding permitting.
Performance-Based Building Coalition (PBBC)	Trade Association	3.1	The "Complexity" screening criterion should be re-labeled and focus on "Innovative Opportunities." Innovative opportunities may exist, regardless of size or complexity, that may be realized through the use of P3s.	Agreed.
Performance-Based Building Coalition (PBBC)	Trade Association	3.1	Bullets 4 (local hiring, apprenticeship) & 5 (WMBE support) are unnecessary at this stage. If a project has merits, the RFP can be structured to promote / ensure these policy benefits are included in the project's execution.	These policy goals are high priorities and therefore deserve consideration at this early stage of the process, though they will not necessarily be determinative.
Performance-Based Building Coalition (PBBC)	Trade Association	3.2	The following criteria appear more suited as screening criteria: improved benefits to the public; economic development; market reality; stakeholder support and engagement; legislative considerations. These criteria seem to be upfront and/or threshold issues that should be considered in advance of the detailed screening phase (which appears to be focused on the status of commercial, technical and financial due diligence and development activities).	These considerations are included in the clarification stage one screening criterion regarding District policy goals. The detailed screening process is intended to include a deeper dive on these issues as currently described.
Performance-Based Building Coalition (PBBC)	Trade Association	3.2	Under the "Technical / Engineering Feasibility" screening criterion, a consideration should be added to inquire about the need, status and nature of any third party agreements that may be needed for the project (i.e. third party stakeholders).	Agreed. Added new provision to read: "If there a need for any third party agreements for the project and what will the process be for entering into these agreements?"
Performance-Based Building Coalition (PBBC)	Trade Association	3.2	The "Concession Term" screening criteria should be combined and made part of the "Financial Feasibility for the Full Life Cycle of the Project" criterion.	While related to financial matters the criteria outlined in this section are distinct and go beyond financial matters. Consolidating into a single criteria would have no practical effect.
Performance-Based Building Coalition (PBBC)	Trade Association	3.2	Under Financial Feasibility for the Full Life Cycle of the Project, it is unlikely that the Chief Financial Officer of the District would be able to certify that such funds would be available throughout the term of the contract. Rather, this will go to the critical nature of the project and the market's willingness to take appropriation risk. For example, unlikely that the market will take appropriation risk for a community recreation center, but highly likely that it will do so for a prison facility.	The CFO is not expected to certify that funds are available for the full life cycle of the project, but the law does require that they certify fund availability for the 6-year financial plan. It is understood that all contracts will have to be subject to appropriations risk and the market's willingness to accept that risk will be based on the overall fundamentals of the District and the essentiality of the project.
Performance-Based Building Coalition (PBBC)	Trade Association	3.3	From an organization standpoint, these provisions should be relocated to Section 2.0 "Project Identification".	In general, the pipeline will be developed and revised after a project has undergone the high level and detailed screening processes. Description of the pipeline development is therefore described after sections 3.1 and 3.2.
Performance-Based Building Coalition (PBBC)	Trade Association	3.3	Suggest a prioritized list indicating the status. E.g. initial prioritization (Stage 1, 2, Request for Information). See earlier comment in Executive Summary. Also, of benefit would be some commentary as to type of P3 as P3 can have many connotations. E.g. Hybrid, availability, demand risk, ownership, etc.	Some changes have been made to include more detail about each project in the pipeline, potential structures, and the status. Additionally, the prioritization process is described in section 3.4.
Performance-Based Building Coalition (PBBC)	Trade Association	3.4	From an organization standpoint, these provisions should be relocated to Section 2.0 "Project Identification".	Prioritization of projects will occur after they have been identified in section 2 and screened according to the criteria in sections 3.1 and 3.2. It is therefor

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Performance-Based Building Coalition (PBBC)	Trade Association	4.0	Project should be approved by the District prior to moving forward. Criteria could be set that effectively sets the broad parameters around which the project will be approved. Could include affordability criteria, funding source commitments, etc. as noted in Table 4	Pre-approval of project is not allowable under current DC P3 Act
Performance-Based Building Coalition (PBBC)	Trade Association	4.1	The risk register should also identify if the risk register and allocation matrix should also identify if the risk can be mitigated and if so, measures to mitigate the risk.	Agreed.
Performance-Based Building Coalition (PBBC)	Trade Association	4.1	A project development task should include the identification of whether third party agreements will be required (and not be limited to federal agreements).	Agreed.
Performance-Based Building Coalition (PBBC)	Trade Association	4.2 and 4.3	DC OP3 would be DC OP3II-served to have an experienced outside third-party consultant provide templates and instructions for DC OP3 to use when conducting both its P3 Value for Money (VfM) analysis and its Public Sector Comparator .	OP3 intends to hire experienced outside third-party consultants to assist with VfM analysis and other matters, but does not consider it necessary to mention this in the guidelines or rules.
Performance-Based Building Coalition (PBBC)	Trade Association	5.1	The RFI phase for a potential P3 project should include an industry day and allow meetings with interested teams to obtain input.	Agreed.
Performance-Based Building Coalition (PBBC)	Trade Association	5.1	The District should be allowed OP3d to use information and concepts contained in RFIs without the need to pay a stipend. RFIs are intended to help the District shape and structure a procurement to take into account industry input. This will avoid a dispute over who initially came up with the information or concept.	Agreed. Will adopt changes allowing OP3 to adopt concepts and ideas without paying stipend pending OAG approval.
Performance-Based Building Coalition (PBBC)	Trade Association	5.2	The P3 statute/guidelines should make it clear that “prequalification” also means the ability to establish a shortlist of the most qualified proposers. The term “prequalification” can mean that all proposers who meet certain minimum requirements are eligible to submit a proposal. In contrast, a shortlist consists of those proposers who not only meet the minimum requirements, but also meet a certain level of qualifications/ranking as compared to other proposers (i.e. top 3).	While critical details will vary by project and be described in the RFQ, some detail has been added about the intent to create a short list of pre-qualified bidders.
Performance-Based Building Coalition (PBBC)	Trade Association	5.2.3	Often a responding team is an entity that is not yet a legal entity, and as such it is not technically qualified to lawfully conduct business in the District. The RFQ should address this.	Agreed.
Performance-Based Building Coalition (PBBC)	Trade Association	5.2.3	Parties responding to an RFQ should not need to be qualified to conduct business in the District (5.2.3). This will of course be a requirement of closing, but would seem to create unneeded cost and inconvenience with no benefit for the District. Also, teams change leading up to closing, so many registrations would likely have to be modified.	Agreed. Made this requirement due at the time of closing.
Performance-Based Building Coalition (PBBC)	Trade Association	5.2.6	These provisions should be labeled as an “industry review process” as opposed to a “competitive negotiation process”. As DC OP3 understand the process described, the purpose is to seek input and comments from the proposers regarding the draft RFP and P3 Agreement – which is a common practice. However OP3ver, these are not “competitive negotiations” in that the District is not negotiating unique or specific terms and conditions with each proposer. Rather, the feedback is collectively being used to revise the procurement documents before a final RFP is issued.	Agreed. Adopted changes referring to it as the "collaborative review and feedback" process.
Performance-Based Building Coalition (PBBC)	Trade Association	Section 5 generally	In addition to the items noted above, DC OP3 suggest including: List of advisors and other entities that the proponents should not contact; If a stipend and/or break fee will be paid, and to the extent possible, quantified.	This additional information can be included in the RFQ without being included in the guidelines.
Performance-Based Building Coalition (PBBC)	Trade Association	5.4.4	The P3 statute/guidelines should be revised to make it clear that the listed evaluation criteria are illustrative only of what may be included in the RFP documents.	Agreed.

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Performance-Based Building Coalition (PBBC)	Trade Association	5.4.4	VfM analysis and public cost comparators do not appear to be an evaluation criteria and should be deleted (this is an activity performed internally by the District.	While initial VfM and PSC analysis will be done before a project solicitation begins, proposals will still be evaluated based on their particular results under such analysis.
Performance-Based Building Coalition (PBBC)	Trade Association	5.4.4	Cost should be net present cost at a stipulated discount rate over the term of the agreement as opposed to first cost, or a simple summation of the annual costs.	Cost will be more fully defined in solicitation documents and in most if not all cases, will be on a net present value basis.
Performance-Based Building Coalition (PBBC)	Trade Association	5.4.6	The guidelines should make it clear that a Proposer must also be “responsible” in order for its proposal to be evaluated.	Comment Unclear: responsible for the proposal, having produced it and able to answer questions?
Performance-Based Building Coalition (PBBC)	Trade Association	5.4.6	The participation of the Director and Deputy Director of the DC OP3 and the Director of the Owner Agency in both the Technical Review Committee and Financial Review Committee should be permissive as opposed to mandatory. There may be instances when membership in the Technical Review Committee and Financial Review Committee should not overlap to facilitate concurrent reviews and to protect against pricing unduly influencing decisions on technical merit.	Agreed. Made composition permissive and flexible.
Performance-Based Building Coalition (PBBC)	Trade Association	5.4.6	For both the Technical and Financial Review Committees, DC OP3 would be DC OP3II served to retain an outside advisor who is DC OP3II versed in P3 solicitations. Suggesting names of qualified firms would be beneficial for DC OP3.	OP3 intends to hire experienced outside third-party consultants to assist with reviewing proposals and other matters, but does not consider it necessary to mention this in the guidelines or rules.
Performance-Based Building Coalition (PBBC)	Trade Association	5.4.7	Selection of the preferred bidder should be stated in terms of the proposal offering the best value or most advantageous to the District (as opposed to the highest overall score). Selection may be based on a trade-off analysis (and not on scoring).	OP3 intends to structure the scoring criteria in such a way that the highest scoring proposal does in fact offer the best value and/or is the most advantageous to the District. It has the added benefit of being transparent and objective.
Performance-Based Building Coalition (PBBC)	Trade Association	5.4.8	Language should be added to recognize that proposals may receive rankings (as opposed to scores).	Proposals will be ranked based on their scores.
Performance-Based Building Coalition (PBBC)	Trade Association	5.4.9	OP3 does not have to pay a stipend if it cancels procurement > 30 days before due (5.4.9). This seems an arbitrary point in time, after which bidders will have expended considerable sums. What about cancellation [60] days after initial issuance of draft RFP? Also, can't DC OP3 always delay the due date, and then cancel?	The 30 day threshold is established in the P3 Act. There is nothing to prevent a stipend from being paid when a solicitation is cancelled further out if the Office deems appropriate. Above all, DC OP3 will issue stipends to compensate private entities for their effort and ideas and to encourage competition. These standards will be stated expressly the in solicitation documents for each project.
Performance-Based Building Coalition (PBBC)	Trade Association	6.1	What is the rationale for limiting the periods during which unsolicited proposals may be accepted? (6.1) Is this not a practice which should be encouraged?	The windows are proposed in order to effectively manage limited public resources and staff time to ensure prompt review and responses to unsolicited proposals. Further, it is unlikely that a project is so time sensitive such that it cannot wait the 6 months between OP3en windows. But, should a project in fact be that time sensitive, the DC OP3 could create a process by which exceptions could be made in unusual cases.
Performance-Based Building Coalition (PBBC)	Trade Association	6.2	This section should clarify whether meetings with private entities (and materials shared) prior to the submission of an unsolicited proposal will be public and subject to disclosure. These meetings and their content should remain confidential to encourage the private sector to proceed with unsolicited proposals.	Agreed. Will be kept confidential as allowed by FOIA.
Performance-Based Building Coalition (PBBC)	Trade Association	6.3	The District could encourage more unsolicited proposals by including a maximum number of days for evaluation and the acceptance of competing proposals. Just including a minimum does not motivate the private sector as the District could choose to keep the evaluation and acceptance period open for 6 months or more and undercut any advantage gained by submitting an unsolicited proposal.	The DC OP3 will strive to conduct evaluations in the fastest time reasonable while maintain the priorities of accuracy and thoroughness. The variability and complexity of each project prevent the establishment of a standard timeline for review, particularly when considering the extent that further investigation, analysis and stakeholder outreach must be conducted.

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Performance-Based Building Coalition (PBBC)	Trade Association	6.4.1	An unsolicited proposal for a project that is already identified in the District's P3 pipeline should be ineligible for consideration.	DC OP3 intend to accept unsolicited proposals for projects identified in the pipeline because projects are far from fully formed simply because their in the pipeline. DC OP3 would not want to discourage a novel idea for how to solve a problem that the District has addressed in its pipeline. As long as DC OP3 have not supervised the development of a proposal, it can still fairly be described as unsolicited.
Performance-Based Building Coalition (PBBC)	Trade Association	6.4.2	The District could encourage more unsolicited proposals by eliminating the preliminary review fee (6.4.2) or at least putting it off until an initial indication that (i) it is consistent with development goals of the District and (ii) in compliance with current laws (no new law needed).	The preliminary evaluation fee, which is relatively nominal considering the size of projects, is to discourage unsolicited proposals that have not been developed with due care and to cover the costs incurred by the District for proposals that it did not solicit. Eliminating the fee would be counter to those objectives.
Performance-Based Building Coalition (PBBC)	Trade Association	6.5.4	DC OP3 has placed a minimum open response period of 30 days. To encourage the private sector to submit unsolicited proposals, DC OP3 should also establish a maximum open response period. For example, Florida has set a minimum of 21 days and a maximum of 120 days in which to select alternative proposals.	The DC OP3 will strive to conduct evaluations in the fastest time reasonable while maintain the priorities of accuracy and thoroughness. The variability and complexity of each project prevent the establishment of a standard timeline for review, particularly when considering the extent that further investigation, analysis and stakeholder outreach must be conducted.
Performance-Based Building Coalition (PBBC)	Trade Association	6.5.7.4	See comments to Section 5.4.6.	Agreed.
Performance-Based Building Coalition (PBBC)	Trade Association	6.5.8	The original unsolicited proposer should pay the fee at the time that alternative unsolicited proposals are due.	The original unsolicited proposer must pay the fee at the time that alternatives are due or at that time that they submit a revised proposal, whichever comes first. This serves as confirmation that they want their revised unsolicited proposal reviewed and does not disadvantage them in any significant way.
Performance-Based Building Coalition (PBBC)	Trade Association	6.5.8	There should be a "no later date" (i.e. 10 days after submission) when an unsolicited proposer can withdraw its proposal and receive its fee back.	There is already ample opportunity for a private entity to consider whether they want to submit their proposal, including after they meet with DC OP3 prior to submitting. While not expressly stated, a proposer could withdraw their proposal before DC OP3 has completed its initial review and the Office would return the unspent portion of the fee. The same goes for after a favorable review was issued, and DC OP3 would return the unspent portions of the detail review fee. But, returning all of the fee regardless of time would harm the District and not compensate DC OP3 for costs that may have been incurred. A time threshold such as 10 days would be arbitrary.
Performance-Based Building Coalition (PBBC)	Trade Association	6.5.8	The \$50,000 from the unsolicited proposer is paid, but it is held by DC OP3 in escrow. If other respondents submit proposals the \$50,000 is returned to the unsolicited proposer. If no other respondent's submit a proposal DC OP3 (a) keeps the \$50,000 if the project is not approved and does not close or (b) returns the \$50,000 to the unsolicited proposer or credits it towards the solicited proposer's closing costs if the project is approved and closes.	The fee is intended only to cover the direct costs of review. Whether there are alternative proposals, the competition proceeds, or the parties close on an agreement is irrelevant.
Performance-Based Building Coalition (PBBC)	Trade Association	6.5.10	See comments to Sections 5.4.4 and 5.4.7.	The fee is intended only to cover the direct costs of review. Whether there are alternative proposals, the competition proceeds, or the parties close on an agreement is irrelevant.
Performance-Based Building Coalition (PBBC)	Trade Association	6.5.12	The P3 statute/guidelines should be revised to require the certification regarding "property indemnifications" be made as a condition to signing the P3 Agreement as opposed to a condition to selection (it is unlikely that the unsolicited proposal will have sufficient detail on these issues).	This is established by the P3 Act.



D.C. Office of Public-Private Partnerships (DC OP3)

Performance-Based Building Coalition (PBBC)	Trade Association	6.5.12	The P3 statute/guidelines should be revised to require the certification regarding "interstate compacts" be a screening criterion (this is an upfront/threshold issue that should be decided prior to spending the time to evaluate and select a proposer).	This is established by the P3 Act. But, the revised screening criteria related to "third party agreements" would include such interstate compacts as a threshold issue considered before a procurement begins.
Performance-Based Building Coalition (PBBC)	Trade Association	8.5	The P3 statute/guidelines should make it clear that the prohibition on "non-compete" provisions does not prohibit the District from agreeing to compensate a private entity if certain events occur.	This is established by the P3 Act. That said, a determination will be made during the negotiation of an agreement whether certain clauses require payment qualify as "non-compete" clauses.
Performance-Based Building Coalition (PBBC)	Trade Association	8.9	The P3 statute/guidelines should clarify that the District's sovereign immunity does not apply to a breach of contract claim against the District under the P3 Agreement.	This is established by the P3 Act and cannot change until an amendment to the law is made. That said, breach of contract claims and other dispute resolution methods will be negotiated in the P3 agreement.
Performance-Based Building Coalition (PBBC)	Trade Association	8.10	The P3 statute/guidelines should clarify that the statement regarding the District government's ability to assume operation of a P3 project is not intended to limit the operator's termination compensation (if any) to revenues collected on a project (some projects may not have an adequate revenue source).	This is established by the P3 Act. That said, such issues will be negotiated in the P3 agreement.
Performance-Based Building Coalition (PBBC)	Trade Association	8.10	This section may require that the DC OP3 differentiate between OP3en "operator" and facility maintenance service provider". To the intent the FM services provider continues to maintain the facility, it will be paid by the District as though the district was the concessionaire. I.E., it exercised step in rights for the concessionaire.	This is established by the P3 Act. That said, such issues will be negotiated in the P3 agreement.
Performance-Based Building Coalition (PBBC)	Trade Association	9.0	Is there any way to receive provisional approval from the Council based on certain parameters (e.g. affordability, term, scoring methodology, MWBW limits, VfM, etc.) such that the final approval is deemed to be granted unless the actual P3 agreement substantially differs from these parameters? Right now, any final agreement is subject to Council approval (9.0), and the Council members may change from the time the procurement was instituted, after considerable funds have been spent.	This requirement is established by the DC Home Rule Charter, which requires a voter referendum to be amended. That said, an interpretation to this effect, or an understanding with the Council may be possible.
Performance-Based Building Coalition (PBBC)	Trade Association	General	Consider forming a Project Board for each project, from e.g. DC OP3, the Council, Mayor's staff, the private sector, etc.- Puerto Rico did something like this that worked DC OP3II. The board will help navigate the project through procurement and shape it into something that the District will find appropriate. Will also help apply for federal funds.	While not formally stated in the guidelines, all of the stakeholders mentioned will be actively involved in every P3 project. Benefits of a formalizing this group not clear.
Performance-Based Building Coalition (PBBC)	Trade Association	General	There is very little discussion of public outreach to support a proposal. Will the District assist in this effort? Could it be a responsibility of the Project Board to coordinate with the sponsors?	The law and guidelines require at least one public meeting and notice to effected ANC before an RFP can be issued. But, DC OP3 intends to conduct considerably more outreach than that and at every step of the procurement process. Consider adding something to guidelines about this.
Performance-Based Building Coalition (PBBC)	Trade Association	General	There is no discussion of the acceptability of availability payments and what criteria must be followed? Must everything be subject to appropriation?	This could be clarified in the guidelines, as will the project pipeline, to say nothing of the solicitation documents. Deals structured via availability payments will be considered and all projects will be subject to appropriations as required by the federal and District Anti-Deficiency Acts.
Performance-Based Building Coalition (PBBC)	Trade Association	General	Is the District considering incorporating real estate assets/development as a potential subsidy for P3's? This may be relevant to any unsolicited financing proposal.	This could be clarified in the guidelines, as will the project pipeline, to say nothing of the solicitation documents. Real estate assets and development rights will be used as a potential subsidy in projects.
Performance-Based Building Coalition (PBBC)	Trade Association	General	DC OP3 would suggest assembling a list of qualified advisors to perform the value for money/public sector comparator analysis. There is an unequal level of understanding of these principles across the sector.	OP3 intends to hire experienced outside third-party consultants to assist with the procurement of P3 projects, but does not consider it necessary to mention this in the guidelines or rules.

D.C. Office of Public-Private Partnerships (DC OP3)

AIAI	Trade Association	Figure 1	Could OP3 receive approval for all projects listed on the Project Pipeline from the District Council in order to provide some level of assurance that these projects will be undertaken?	OP3 could submit a list of all projects to the District Council but, it is unclear if approval of this list would result in any legal approval
AIAI	Trade Association	Figure 1	Could OP3 issue a pre-solicitation report to the District Council for approval in hope of speeding-up the procurement process?	OP3 could submit a pre-solicitation report to the District Council but, it is unclear if approval of this list would result in any legal approval
AIAI	Trade Association	Figure 1	The 90-day initial screening seems to be a bit long. Consider 60 days for initial screening.	The 90-day screening is in the P3 Act.
AIAI	Trade Association	Figure 1	30-day maximum "Evaluation of Proposals and Selection of Preferred Bid" is too short	The 30-day term is for OCFO and OAG certifications; DC OP3 will make this figure clearer
AIAI	Trade Association	1.0	Ability to shortlist proposer after the RFQ phase - the Office should have the ability to short-list qualified proposers after the RFQ phase of procurement	Agreed. Change adopted.
AIAI	Trade Association	1.5	Defined Terms - Availability payments are not defined. It would be helpful to add this definition.	Agreed
AIAI	Trade Association	3.1	Is there room for innovation in the Initial Screening of possible P3 projects?	Yes -add the term "innovation" the last sentence of 3.1
AIAI	Trade Association	2.2	Identified Solicited Projects – In identifying the potential P3 projects, it may be helpful to provide a hierarchy of projects to identify their readiness for procurement. The Virginia P3 guidelines identify projects as candidate, conceptual P3s, etc. This enables the P3 industry to assess the pipeline and prepare for teaming when they have idea of when the P3 projects may reach the procurement stage.	The DC OP3 will label projects on the pipeline.
AIAI	Trade Association	Table 2	First bullet: the District should not be seeking a "...positive risk profile..", rather the District should be seeking "benefit"	Agreed - remove "positive risk profile" and replace with "benefit"
AIAI	Trade Association	Table 2	Stage One: Initial Screening – The table in this section does not directly address O&M. It may be helpful to expand the table and provide criteria related to opportunities to include O&M elements in the P3 and also whether the project can be ring fenced to minimize interfaces with other projects or operations.	Agreed - change the last bullet to read: "Could project revenues support full operations and maintenance cost for the life of the facility?"
AIAI	Trade Association	Table 3	Risk Register and Allocation Plan; First bullet: Risk Register can never be complete	Agreed - remove "completed" and replace with "undertaken"
AIAI	Trade Association	3.2	Stage Two: Detailed Screening – Fourth line from the bottom in the first paragraph, recommend inserting the word "appropriate" after criteria so that the sentence reads "Each project will be evaluated based on criteria "appropriate" to the project's infrastructure sector".	Agree - change will be made
AIAI	Trade Association	3.2	Stage Two: Detailed Screening – Per the comment above regarding Stage One, recommend adding O&M elements to the Table 3. Also, the ability to innovate is related to the level of design. Is there room for innovation based on the level of design?	Agree - change "Life Cycle" to "O&M Costs"
AIAI	Trade Association	3.3	Creation and Publication of P3 Project Pipeline – The paragraph seems to be at odds with transparency goals and could be rewritten to address that issue. Also, pipeline may be better referred to as candidate projects. This also relates to previous comments regarding classifying the pipeline to indicate progress towards procurement.	Agreed
AIAI	Trade Association	3.3	Projects should not be advanced if it has not been added to the Project Pipeline based only on the "situations demand". It should be based on the receipt of an unsolicited proposal.	Agreed - remove "...situations demand..." and replace with "...upon receipt of a favorable unsolicited proposal..."
AIAI	Trade Association	New 3.5	A section should be added defining the membership of District offices who will make-up the selection committee for the prioritization of projects.	Agreed - the selection committee for project pipeline and prioritization. Committee should include OP3, CA, Mayor (EOM)

D.C. Office of Public-Private Partnerships (DC OP3)

AIAI	Trade Association	4.0	How are projects selected for review from the project pipeline?	This section should include brief outline of selection: add a line on identifying projects that can be delivered in a timely manner due to the current situation
AIAI	Trade Association	4.0	First line, spelling of "therefor" should be corrected to "therefore". In Table 4, the title "Identify environmental..." should be renamed "complete". In addition, the title "Federal Agreements required" should be renamed "3rd Party Agreements".	Agree - made corrections
AIAI	Trade Association	4.3	Draft Public Sector Comparator – Consider rewriting the first sentence to eliminate the phrase "if that project DC OP3re delivered under the traditional model".	Agree - make this change
AIAI	Trade Association	4.4	Statement of Intent... - Consider replacing the word "good" with beneficial when referring to value-for-money.	Agree - make this change
AIAI	Trade Association	Table 4	The "Federal Agreement Required" is that for standard federal requirements or special requirements for the District?	Standard Federal project requirements - change to be clear
AIAI	Trade Association	Table 4	Does this table include 3rd party agreements with other governmental agencies?	Add new row for 3rd party governmental entities.
AIAI	Trade Association	Figure 2	Are one-on-one meetings allowed OP3d during this process	Add one-on-one bidder meeting during procurement with clear statement that any new information would be shared with all bidders but proprietary information would not.
AIAI	Trade Association	5.1	RFI process should allow for market soundings and one-on-one meetings with potential bidders at the discretion of the agency. One-on-one meetings allow potential private participants to share sensitive and in some cases proprietary information with the public agency in an effort to ensure the procurement is structured to achieve maximum value for tax payers and encourage innovations to be considered throughout the process. It is important to maintain the flexibility to meet with some but not necessarily all of the RFI respondents). Usually RFIs are public and open to use by the procuring agency. Ideas from RFIs do not require a stipend as they are not part of a formal procurement process.	Agree: remove"...where a stipend is paid according to sector 5.4.9."
AIAI	Trade Association	5.2.6	Will DC OP3 accept Alternative Technical Concepts?	Term may not be used - but concepts will be accepted
AIAI	Trade Association	5.2.7	An application fee in response to an RFP is unnecessary given the high costs applicants absorb, in terms of time and preparation, to respond and monitor	Agree - this provision is in the law
AIAI	Trade Association	5.2.9	It is not customary to provide stipends for RFIs or RFQs.	Noted - the Office wanted to have the ability but will not see many payments of stipends
AIAI & Gotham Urban Ventures	Trade Association & Firm	5.3.2.3	Ideally, Council approval would not expire given transaction times for P3s often goes longer than 2 years.	This provision is in the P3 Act
AIAI	Trade Association	5.4.2	Proposers need at least 60 days to respond, with 90 days not out of the ordinary. Under what circumstances might there be a period of less than 30 days to respond to an RFP? "Shorter than 30 days" seems arbitrary.	The section should clearly state "at least 30 days"
AIAI	Trade Association	5.3	A step needs to be added allowing for eligible respondents or if utilizing a shortlisting process, that shortlisted proposers have an opportunity to review, comment and submit questions prior to the final RFP being sent to the DC Council for review and approval. So Council will essentially review the 1st draft, then bidders and stakeholders including public will have an opportunity to comment. If necessary changes are then made and the final RFP is sent to Council for approval.	This is in the P3 Act - cannot change
AIAI	Trade Association	5.3	Will the Office have a firm process for the bidder 'Short List' and a minimum number of qualified bidders?	Yes, Add new section 5.3.2.4 Short List of Qualified Proposers to read "The DC OP3 will qualify a short list of proposers of between OP3en 3 to 5 to be advanced to the RFP phase. If there is less than 3 qualified proposers the DC OP3 will consider termination of the procurement."

D.C. Office of Public-Private Partnerships (DC OP3)

AIAI	Trade Association	6.4.2	\$5,000 is too low for an Unsolicited given the time OP3 must take to review. \$25,000 is not unreasonable to ensure highly qualified applicants participate. The fee of \$5K does not seem to coincide with or reconcile with the \$50K fee set forth in Section 6.5.8. on page 30 – without some sort of cross reference to one and the other or explanation as to the difference between OP3en the two.	DC OP3 disagrees with this comment
AIAI	Trade Association	6.5.3 and 6.5.4	"...at least 30 days..." "...longer than 30 days..." There is no upper limit to the timeframes. DC OP3 would recommend a cap of 45 to 60 days or 60 to 90. It is important to not let the process become arbitrary or capricious.	DC OP3 disagrees with this comment
AIAI	Trade Association	5.4.7 / 6.5.13 / 8.3	DC OP3 should only be able to begin negotiations with 2nd bidder upon termination of negotiations with the preferred bidder. This Section could result in potentially very expensive legal and advisory fees if DC OP3 DC OP3re to have the ability to pause negotiations with one bidder and move on to another and then potentially return to the preferred bidder. It has the potential to undermine negotiations in good faith, with both parties equally committed to reaching agreement on all the terms and conditions of the contract.	Make Clear: add " The DC OP3 will terminate negotiations with the Primary Bidder before engaging in negotiations with the Secondary Bidder."
AIAI	Trade Association	8.1	Last bullet point, strike " a subsequent" and replace with "an".	Agree
AIAI	Trade Association	8.5	This section is consistent with the comments regarding 6.5.13. It may be better to restate to ensure clarity relative to unsolicited proposals.	Agree
AIAI	Trade Association	Appendices (Page 40)	Does "DC Council Approval" mean 'acceptance of the terms and conditions set forth in a negotiated agreement'? Or in some way are the members of the DC Council now active in renegotiation?	This is set forth in the DC P3 Act
AIAI	Trade Association	Appendices (Page 45)	Disclosure? Third paragraph – unlimited liability, without any notes or steps to provide for protection of intellectual property or confidential information. It appears to be appropriately addressed in Section 6.5.15. Therefore is this exclusion necessary or even appropriate?	This is standard District policy
AIAI	Trade Association	Appendices (Page 46)	D. First bullet "Delivering the Best Value of Money:" should this be addressed as "Best Value for Money"? The last bullet – aspirational – is it really necessary? Or even appropriate?	Disagree
Edgemoor & Gotham Urban Ventures	Private Firm	6.1	Why would the DC OP3 limit itself to a window of only two months a year during which to accept unsolicited proposals (March & September)? The Guidelines state that the reason for this is to ensure that the proposals can be fully reviewed OP3d within the time limits stated in the P3 Act. How ever OP3ver, accepting proposals during two one-month periods during the year would seem to have the opposite effect: the OP3 would get inundated with proposals during those two periods and all the proposals received during each period would then be in the same step of the process at the same time, potentially overwhelming District resources and making it difficult to adhere to the 90 day initial screening period for the proposals. If the DC OP3 DC OP3re to allow proposals to be accepted throughout the year, it would receive proposals more steadily throughout the year, keeping workloads manageable. In addition, limiting the acceptance periods runs counter to encouraging innovation and unsolicited proposals. For example, if someone or a firm has a great idea in April, does the OP3 really want that person/firm to sit on the idea for five months until September? That person/firm may also be discouraged from continuing to advance the concept, recognizing that the unique idea and first-mover advantage would not be protected through an unsolicited proposal submission for another five months.	The unsolicited proposal time frame is based on the DC OP3's resources and the ability of the Office to respond within the 90 day requirement.

D.C. Office of Public-Private Partnerships (DC OP3)

Edgemoor & Gotham Urban Ventures	Private Firm	6.4.1	Why does an unsolicited proposal need to address "a need identified in a District or regional planning document"? DC OP3 suggest modifying this bullet to simply read "Addresses a District need", which would allow the OP3 discretion on whether or not the proposal addresses an unmet need. Requiring the proposal to address a need identified in a written District or regional planning document is unnecessarily limiting and counter to innovation. The clause suggests that the District has already identified everything it needs and implies that the private sector should not consider anything the District hasn't already planned. It would eliminate the ability for the OP3 to hear about a creative idea or home-run project that wasn't previously on its radar. A number of the unsolicited proposals DC OP3 have submitted during our 15 years as a P3 developer DC OP3re not previously identified by our public sector partner in a planning document, yet still met a need of that public agency. The clause as currently drafted handcuffs the OP3 unnecessarily.	This provision as written is within the P3 Act
Edgemoor	Private Firm	6.5.5	Typo: "...the comprehensive evaluation fee described in section 6.5.6." The correct section reference should be 6.5.8.	Agreed - change will be made
Edgemoor	Private Firm	6.5.7.2	DC OP3 suggest setting an upper limit on the comprehensive evaluation period time frame, which encourages proposers to do business with the District, communicating to them that they will be entering a process with a known outside end-date. This eliminates some schedule risk and is helpful for planning and assigning resources to projects. A fear of proposers when submitting a proposal without a known end-date (go/no-go date) is that the procurement process could drag on for years - an unknown and potential sink of time and money.	This is a good suggestion that the Office considered during the drafting of the Rules and Guidelines. The fear of setting a upper limit on review was that external conditions could cause a delay that would terminate the process.
Edgemoor & Gotham Urban Ventures	Private Firm	6.5.13	This paragraph states: "In the event of such a termination, the DC OP3 will return the unused funds paid by unsolicited proposers for the comprehensive evaluation process equally to all proposers." What about the used portion of these funds? In order to show that DC OP3 is committed to seeing the procurement through and also has "skin in the game," DC OP3 suggest that if OP3 terminates the procurement process after having made the decision to move forward with the Comprehensive Evaluation and collecting the \$50,000 comprehensive evaluation fee, the entire \$50,000 fee be returned to proposers. This would encourage the private sector that the District is serious and aims to see a project through after arriving upon a favorable initial evaluation.	The unsolicited process is funded through a mix of fees and District funds. The District will be investing resources and will not return all of the fee.
Edgemoor	Private Firm	8.6	This paragraph states: "the DC OP3 and Owner Agency shall have the right to access and inspect the P3 project facility at any time upon reasonable notice." Unlimited inspections of a project at any time are usually difficult to manage and price for the private sector partner. DC OP3 suggest changing this language to read "the DC OP3 and Owner agency shall have the right to access and inspect the P3 project facility as agreed upon in the P3 Agreement." The number of times and notice period can then be negotiated for each project, as appropriate.	This requirement is in the P3 Act and cannot be changed, but the particular rights of access to and inspection of a facility will be negotiated as part of any P3 agreement.
Edgemoor	Private Firm	Appendix E	IT appears that the executive summary is to be made public and proposers must follow the Executive Summary Form in Appendix E. How ever OP3ver, the form includes information that would be considered confidential in any proposal, solicited or unsolicited (e.g. estimated project costs, financial plan, etc.). Please clarify if portions of this Executive Summary Form can be made confidential.	Will make this clearer

D.C. Office of Public-Private Partnerships (DC OP3)

Gotham Urban Ventures, LLC	Private Firm	Figure 1	Could you please include an expected timeline for each of the project tracks?	Each step of the process has a timeline included
Gotham Urban Ventures, LLC	Private Firm	1.8	Will the P3 office share the budget for each project in advance?	The DC OP3's annual budget will be made public each year - it is not project specific.
Gotham Urban Ventures, LLC	Private Firm	2.2	What is the definition of a "viable" project? How is a project determined to be viable?	The viability of any given project will be determined by the DC OP3 and Owner Agency under the set criteria
Gotham Urban Ventures, LLC	Private Firm	Table 2	What are the "overall policies of the District government for infrastructure development?" Where can they be found?	This is highlighted in the Project Pipeline
Gotham Urban Ventures, LLC	Private Firm	6.4.3	Will an unsolicited proposal be deemed favorable if it meets all of the Preliminary Evaluation Criteria identified in Section 6.4.1 and includes a \$5,000.00 Application Review Fee? If an unsolicited proposal is deemed unfavorable, will the offeror be given a reason why it has been deemed so? If an unsolicited proposal is deemed unfavorable, will the offeror be given an opportunity to meet with OP3 to discuss the reasons for this determination?	No, the unsolicited proposal would need to be deemed viable by the Mayor. Yes, reasons will be given for the unfavorability of a proposal. Yes.
IMG Rebel	Private Firm	Table 2	Add "and/or service" to the needs statement within the table	Adopted.
IMG Rebel	Private Firm	5.2.1	edit changing "an" to "a"	Adopted.
IMG Rebel	Private Firm	5.2.6	This process <del>may</del> entails the DC OP3 giving each prequalified private entity a copy of the draft RFP and P3 agreement to solicit their feedback on the documents. The DC OP3 will then hold a series of meetings with each pre-qualified private entity to discuss their feedback in greater detail. The DC OP3 <del>may</del> will then refine the draft RFP and P3 agreement based on the feedback received from pre-qualified private entities. - Rather than committing to do this OP3 <del>may want to make it optional</del>	Will have to review guidelines for process
IMG Rebel	Private Firm	5.4.6	Technical Review Committee: The technical review committee will review all technical aspects of the proposal including: proposed project scope, innovative use of technology, engineering and design, operation and maintenance of the project.	Update colon usage.
IMG Rebel	Private Firm	5.4.11	Will Proposers be permitted to classify financial information such as income statements and balance sheets as confidential? This may be an issue for privately-held entities.	Yes - it is included
IMG Rebel	Private Firm	6.1	Is the correct understanding that DC OP3 will accept unsolicited proposals for review each year in the months of March and September?	Correct
IMG Rebel	Private Firm	6.4.2	Not sure if this is necessary. Surplus fee could be used to offset projects that require evaluation that exceeds \$5,000.	As stated in the P3 Act - funds must be returned
IMG Rebel	Private Firm	6.5.7.4	Technical Review Committee: The technical review committee will review all technical aspects of the proposal including: proposed project scope, innovative use of technology, engineering and design, operation and maintenance of the project. - Colon not needed after "including"	Adopted.
IMG Rebel	Private Firm	Appendix D	Replace periods at end of bullets with semi-colons.	Adopted.