



LEARN

Request for Proposals (“RFP”) for Development Manager or Turnkey Developer

This document reflects an RFP to procure fee-based development management services or, alternatively, turnkey development services including project financing and proposed lease arrangement. The RFP will be distributed only to public charter school facilities specialists with experience in providing facilities development management services. Proposals will be evaluated by LEARN leadership and its representatives. LEARN DC is subject to comply with DC Public Charter School (“DCPSCB”) requirements with respect to procurement of goods and services over \$25,000. Information regarding the requirements can be found on the DCPSCB [website](#).

LEARN: HISTORY AND GROWTH PLANS

Founded in 2001, LEARN is an innovative network of tuition-free, high performing college prep public elementary schools open to all students. LEARN serves more than 4,200 Pre-Kindergarten to 8th grade students in 12 schools throughout Chicago, North Chicago, Waukegan and Washington, D.C. LEARN’s mission is to provide children with the academic foundation and ambition to earn a college degree.

LEARN opened its Washington, D.C. campus for SY2021-2022 for Pre-K through 1st grades, currently serving +/-300 students in grades Pre-K through 4th grade. LEARN will continue to enroll students through SY2028-2029, at which point it will serve grades Pre-K through 8th grade.

The LEARN DC campus is currently operating out of modular classrooms on the leased site. The Phase I modular project consisted of adding 12 modular classrooms and 1 administrative/office building, a parking lot, and related infrastructure required for development. As part of Phase II, LEARN added 6 additional classrooms and bioretention improvements. The existing units must remain in place during the construction period and potentially beyond delivery, contingent upon the phasing plan for the Project.

PROJECT OVERVIEW

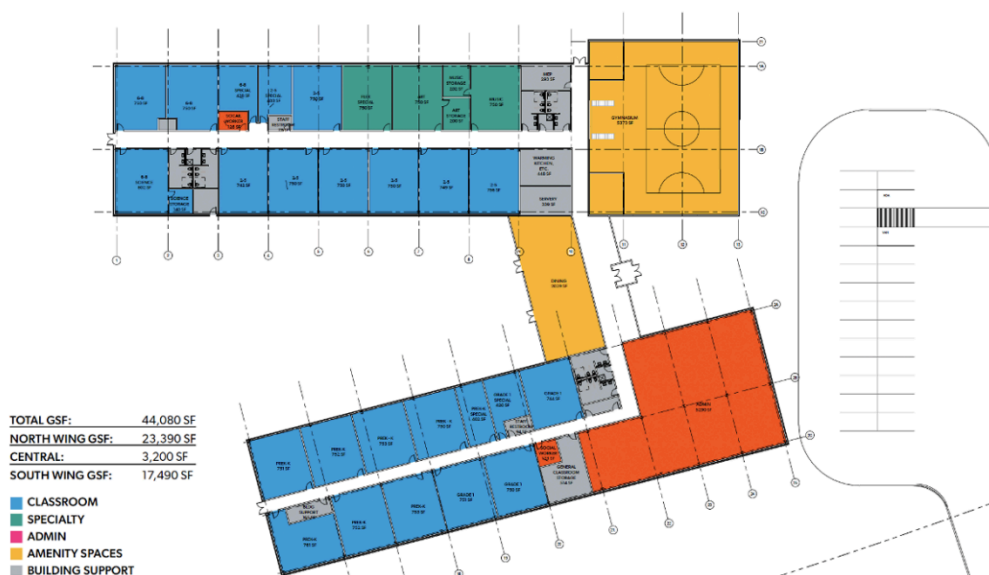
LEARN Charter Network is within its 3rd year of a 25-year ground lease (with a 25-year option to extend) with the Joint Base Anacostia-Bolling (“JBAB”) military base in Washington, DC. The school leases a +/-6-acre site (“the Site”) that will serve a mix of 550 military and non-military District of Columbia public school students. LEARN engaged STUDIOS architecture to provide conceptual design services and Gilbane to provide preliminary pricing.¹

¹ STUDIOS was retained for the preliminary site planning and concept design but it is not currently under contract. Gilbane has provided preliminary pricing but is not currently under contract. The development manager or turnkey developer will help lead an RFP process for the full architectural services.



LEARN has engaged Level Field Partners (“LFP”) to help manage this RFP process. LEARN leadership and LEARN’s municipal advisor, Longhouse Capital Advisors, LLC, will solicit and evaluate LEARN’s options relating to project financing. Per this RFP process, LEARN will decide whether it requires turnkey development services inclusive of project financing, or whether it only requires development management services. While LFP will make project-related recommendations, LEARN leadership will make any final decision.

LEARN has developed a preliminary space program, which is subject to further review and refinement. Phase I may consist of +/-45,000 sf and up to 50,000 sf+. A draft space program is available upon request. Please find a draft program and test-fit below, which is subject to change based on the future design process:



The Project is primarily focused on facilities development to support the programming for up to 550 Pre-K – 8th grade students, along with any related site and infrastructure work. A Phase II development may be required for some program components (i.e. a gym), subject to affordability.

FRAMEWORK OF PRELIMINARY PROJECT SCHEDULE²

At the conclusion of this RFP and related interview process, LEARN will select either a development manager or a turnkey developer. Immediately thereafter, LEARN’s development partner would begin working to identify and select the Project Architect, develop the preliminary Project Budget and Schedule, and, in the case of turnkey development, negotiate terms and costs associated with a lease / LEARN tenancy (see following section for complete discussion of Scope of Services). The development manager should be aware of the JBAB review requirements, in which base approvals are required at certain stages of design, with final approval required in advance of construction commencing.

If LEARN selects a development manager instead of a turnkey developer, it will likely secure

² This preliminary schedule is tentative and will be refined by LEARN’s development partner.

semi-permanent construction financing during the design phase. If LEARN selects a turnkey developer, LEARN would defer to such developer regarding when its project financing was put into place.

LEARN is interested in delivering the project at the earliest possible date and will consider options to accelerate the project schedule. The latest feasible delivery timeline would be during Summer 2027, opening to students and families for no later than SY2027-2028. LEARN, if necessary, will consider phased delivery of the Project whereby certain work will be performed while the facility is partially occupied or at a future date. However, it is expected that all required program space will be delivered as part of Phase I.

General project milestones are outlined below, noting we anticipate the schedule will require refinement once the project planning and design phases start:

Scope	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Q1 2026	Q2 2026	Q3 2026	Q4 2026	Q1 2027	Q2 2027	Q3 2027	Q4 2027
Programming													
Pre-Construction													
Plan of Financing / Financing Close (Pre-Dev, Construction)													
35% Design (CES, NPCC, CFA, Design Facility Board Approvals)													
65% Design (CES, NPCC, CFA Approvals)													
DOEE Submission													
65% Design Facility Board Approval													
DOEE Approval													
95% Design (CES, NPCC, CFA, Design Facility Board Approvals)													
Authorizer Renewal													
Permit Application													
100% Design (CES Approval)													
JBAB Dig Permit													
Building Permit Approval													
Construction													
Open to Students for SY2027-2028													
Phase II – Permanent Construction Planning													

SCOPE OF SERVICES

General

As LEARN is open to either arrangement, both development manager and turnkey developer will be referred to as “Development Partner” in this Scope of Services section. Services that only relate to a turnkey developer arrangement will be noted and qualified.

The Development Partner will serve as LEARN’s representative in all necessary planning, design, budgeting, and construction related to all stages of the Project. The Scope of Services to be performed by the Development Partner for each of the stages will be divided into five (5) phases: (1) Program and Concept Development Phase; (2) Design Phase; (3) Selection of General Contractor and Project Pricing Phase; (4) Financing Phase; and (5) Construction Phase.

Phase 1: Program and Concept Development

- A. Development Partner will work closely with LEARN and its consultants to become familiar with the specific requirements and background details of the Project, including any of the initial design work previously discussed, incorporating all early design work into the full Project design. Additionally, Development Partner will provide input relating to LEARN’s current program requirements, proposing potential refinements or changes.
- B. Development Partner will lead the RFP and selection processes relating to the Project Architect, inclusive of all engineering services, and procure any other necessary design-related services. Development Partner will also negotiate the complete contract with Project Architect – in the event that LEARN selects a development manager, it is likely that LEARN will be the counterparty to the contract; in the event that LEARN selects a turnkey developer, such developer would be the

counterparty. Development Partner will closely manage Architect and other consultants to ensure the timely development of the program and design materials relating to the Project. Development Partner will coordinate the exchange of work products (including, but not limited to, design materials and construction documents) among and between the Architect and other consultants.

- C. Development Partner will monitor and report to LEARN on the subsequent compliance by the Architect and other consultants with the terms of their contracts. Development Partner will notify LEARN and its consultants when critical performance milestones or standards must be met or are not being met. Development Partner will maintain a list of critical commitments and activities for all phases of design in order to facilitate satisfactory and timely completion of critical tasks by all project participants.
- D. Development Partner will cause to be prepared and review cost estimates and value engineering analyses relating to design materials and report its findings and analysis to LEARN.
- E. Development Partner will prepare or cause to be prepared a Preliminary Budget and Preliminary Schedule. Development Partner will aggressively control the Budget and Schedule. Development Partner will advise LEARN in making any appropriate or necessary revisions to the Budget and Schedule.
- F. Development Partner will review all invoices, confirm their accuracy and confirm that they are within the budget for this initial work.
- G. While LEARN will lead all necessary community outreach efforts, Development Partner will be required to support such efforts and, upon request, participate in meetings with representatives of community organizations and governmental agencies. Development Partner will participate in meetings with LEARN leadership, its Board of Directors, and JBAB representatives to deliver program updates as needed. Direct engagement with JBAB as part of the base approvals process will be required.

Phase 2: Design

- A. Development Partner will oversee the preparation, review and refinement of the program and design of the Project. Development Partner will coordinate and supervise the development of design materials and the Budget with the Architect, consultants and contracts, and will evaluate and review design materials.
- B. Development Partner will work with the Architect to incorporate “green building” design features to the extent practical or per any code / permitting requirements.
- C. At each stage of design (concept, schematic, design development and construction documentation), Development Partner will produce cost estimates and value engineering analyses relating to all design materials. Development Partner will aggressively monitor compliance with the preliminary Budget developed in Phase 1, and recommend modifications for LEARN’s review and approval.
- D. Development Partner will monitor the design services performed by the Architect and other consultants and report to LEARN whether the design services and other activities of the Architect and other consultants comply with all contractual terms and conditions.
- E. Development Partner will participate in discussions with community groups and governmental agencies with respect to the entitlement, permitting, and development of the Project.
- F. Development Partner will directly collaborate with JBAB and meet all requirements related to base

approvals. This will be done in alignment with the design process and at all stages necessary throughout the design process, ultimately getting approval of any/all design, project, and development plans.

- G. Development Partner will assist the Architect in its efforts to timely obtain all necessary governmental approvals, permits and authorizations necessary to develop the Project. This will include all approvals required by JBAB or its affiliates.
- H. Development Partner will prepare management reports, which compare actual expenses to the most current Project Budget.
- I. Development Partner will aggressively monitor compliance with the design and permitting schedule and prepare any necessary updates to the Schedule for LEARN's review and approval.

Phase 3: Construction: Selection of General Contractor and Project Pricing

- A. Upon being selected, Development Partner will actively manage the budgeting of all soft and hard costs to ensure that the total Project Budget remains consistent with LEARN's target level of affordability and/or with any requirements imposed by Project financing partner (if applicable).
- B. Throughout the design process, Development Partner will solicit input from hard cost estimators or construction professionals who will provide timely, ongoing feedback regarding the cost implications of the Architect's proposed design.
- C. Development Partner will work with LEARN and/or its designated representatives to prepare an RFP and other bidding documentation required to select the General Contractor. Development Partner will also assist LEARN in creating a process to evaluate responses to the RFP and participate with LEARN in the General Contractor selection process. Development Partner shall lead in the preparation and negotiation of a Guaranteed Maximum Price Construction Contract (the "Construction Contract"), including contract terms that govern the use of hard cost contingencies. In the event that LEARN selects a development manager, it is likely that LEARN will be the counterparty to the contract; in the event that LEARN selects a turnkey developer, such developer would be the counterparty.
- D. Development Partner will ensure that the General Contractor properly generates wide subcontractor bidder interest in the Project, establishes bidding schedules and pre-bid conferences to familiarize subcontractors with the bidding documents, and aggressively administers the bidding process. Development Partner will also take part in the receipt and analysis of bids and recommend selections to LEARN, to the extent set forth in the Construction Contract or as requested by LEARN.
- E. Throughout the General Contractor's hard cost pricing process, Development Partner will coordinate with the General Contractor and Architect to identify value engineering opportunities, as well as identify a set of elective add-alternate scopes of work that would be included in the Project in the event of lower than anticipated subcontractor pricing or other savings realized against the total Project Budget.

Phase 4: Financing

- A. Throughout all phases of design and Project Pricing, Development Partner will provide LEARN and its consultants with all information required for it to solicit and negotiate Project financing. As requested by LEARN, Development Manager will communicate with prospective lenders, providing

updates regarding Project design, permitting, and total Project Budget.

- B. The Development Partner will work directly with LEARN's Municipal Advisor, Longhouse Capital Advisors, LLC, with respect to all conversations regarding Project Financing, communication with prospective lenders, financing opportunities, sourcing project capital and any other matters related to financing the project.
- C. Throughout the financing phase, Development Partner will be responsible for ensuring that all Project consultants timely produce any lender-requested documentation regarding the Project, including information relating to design, schedule, permits, contracts, and total costs.
- D. On behalf of LEARN, Development Partner will work to identify advantageous financing opportunities and/or supplements (e.g. credit enhancements, PRIs, grant funding, etc.) which could lower LEARN's long-term occupancy costs.
- E. *LEARN recognizes that should it select a turnkey developer as its Development Partner, such a developer will be solely responsible for the timely sourcing of all project capital, and that much of the preceding would be inapplicable. LEARN and any selected turnkey developer will work to negotiate lease terms which are affordable and satisfactory to LEARN and the Landowner (JBAB).

Phase 5: Construction

- A. As directed by LEARN or its designated representatives, Development Partner will participate in all negotiations with public and regulatory bodies with respect to construction of the Project. Development Partner will review and assist the Architect and/or the General Contractor in their efforts to obtain all necessary governmental and quasi-governmental approvals, permits and authorizations necessary to timely complete the Project, including but not limited to, building permits and certificates of occupancy. If there are ongoing requirements for approvals or reviews with JBAB, Development Partner will facilitate such reviews.
- B. Development Partner will coordinate with the General Contractor to determine a site management plan that supports safe and efficient construction activity and school operations. Development Partner will also ensure that the General Contractor establishes and monitors good practices for maintaining student and staff safety during any construction that occurs after LEARN students have occupied the facility. Existing modular classrooms will need to remain intact during the construction period.
- C. Upon commencement of construction, Development Partner will oversee and facilitate the General Contractor's construction of the Project, attending regular construction and progress meetings with the General Contractor, its subcontractors, the Architect, other Project consultants, LEARN designated representatives.
- D. Development Partner will prepare or cause to be prepared by the General Contractor monthly reports with respect to all construction activities.
- E. Development Partner will prepare management reports for LEARN's review, which will compare actual expenses to the current Budget, along with schedule-related updates and trends. *In the event of any cost overruns, change order costs in excess of Project contingencies, or schedule delays, Development Partner will propose and execute on mitigation strategies.*
- F. Development Partner will review all invoices submitted to LEARN, confirm their accuracy, confirm that required lien waivers and other supporting documentation in connection with such invoices

have been obtained and make recommendations regarding payment of such invoices. If applicable, Development Partner will prepare monthly draw requests for LEARN to review in advance of transmission to Project lenders.

- G. Development Partner will review the General Contractor's quality control procedures throughout the construction process. Development Partner will recommend to LEARN necessary or desirable construction, design and/or scope changes, participate in the negotiation of change orders (subject to LEARN's approval), and review the records of executed change orders. All change orders will be subject to the approval of LEARN; however, LEARN may elect to delegate authority to Development Partner to execute certain change orders not exceeding a specified dollar amount without any LEARN prior approval.
- H. Development Partner will review the construction work as it is being performed until final completion and acceptance by LEARN, and inform LEARN whether the construction work complies with all terms and conditions of the Construction Contract. Development Partner will review the construction process to ensure that the actual construction schedule is consistent with the Schedule, and will recommend to LEARN adjustments to the Schedule with respect to any remaining construction work.
- I. Development Partner will ensure any/all inspections required by JBAB or its affiliates are satisfied and will coordinate with designated parties for such processes.
- J. Development Partner will participate in the inspection of the construction work for the purposes of facilitating any lender draw requests, and determine the date(s) of substantial completion of the construction work.
- K. Development Partner will work with the Architect to compile the General Contractor's list of incomplete items, and shall recommend modifications to such list in accordance with observations of the construction work. Development Partner shall consult with LEARN relating to a schedule for completion of punch list items and other incomplete construction work. Once such list and schedule has been finalized, Development Partner will be responsible for maintaining the master list of punch list items and monitoring the correction of the construction work to be performed by the General Contractor and/or its subcontractors. Development Partner will participate in inspection of the construction work for the purpose of determining the date of final completion of the construction work.
- L. Development Partner will ensure and manage thorough operational testing of utilities, operational systems and equipment to assure their readiness for start-up and operation. Development Partner will ensure that the General Contractor (a) obtains and submits to LEARN any guarantees, warranties, affidavits, releases, bonds and waivers required under the Construction Contract, and (b) turns over to LEARN all keys, manuals and other materials necessary or appropriate to the functioning and operation of the Project. This includes any commissioning processes.

RFP PROCESS: SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

Submittal Requirements

Any response to the RFP should be concise and clear for ease of understanding and processing. The response must be presented in the same order as the elements listed below. Respondents should submit electronic proposals to the following:

*On or before February 17th, questions or requests for clarification (“RFC”) regarding any information set out in this RFP may be submitting via email to cristine@levelfieldpartners.com and alex@levelfieldpartners.com. Any information shared or developed per this question / RFC process will be memorialized and shared with all RFP respondents at least two days before the submission due date.

DUE DATE: Friday, February 28th, 2025 by 5:00 p.m. EST

Basic Information to be Submitted:

- A. Firm name, address, phone number, web address, and point of contact email.
- B. Type of organization (partnership, limited partnership, corporation).
- C. History of the firm, including background of firm’s executive management, number of employees, and number of years the firm has been in business.

Project Team and Team Organization Chart:

- A. Identify the key members of your proposed development services team. Describe their respective roles, responsibilities and the approximate number of hours per week that they will dedicate to the Project throughout the preconstruction and construction phases. Include a resume for each team member with a list of related/similar projects for which each team member has provided services.
- B. Provide a list of other projects to which each of the individual team members is scheduled to provide services throughout the preconstruction and construction phases of this Project (i.e., availability to dedicate requisite time to Project).
- C. Provide an organizational chart illustrating the proposed structure for this project including internal staff structure and proposed method of coordinating multi-task projects. Clearly indicate staff members from other firms or from any formal association or joint venture of the Respondent.

Project Management Approach

Provide a narrative of your firm’s management approach and philosophy toward providing development management services, and *how such an approach would apply to this LEARN Project*. Providing LEARN Project-specific insights where applicable, please briefly discuss the following (and any others service component you feel are relevant to this Project):

Design:

- Design Reviews: how they should be accomplished and how they can best serve LEARN’s programming requirements and serve to protect the Project Budget

Cost Estimating and Total Project Budget Development

- Pre-construction cost estimating: how you propose to effectively manage process
- Strategies and opportunities geared towards realizing savings and/or cost-efficiencies

Schedule:

- Project Schedule tracking, including example and type of software
- Recommendations to ensure schedule compliance: any phasing and fast-tracking strategies, or delay mitigation measures

Administrative/Reporting/Financial Management:

- Project Budget-to-Actual cost comparison, including an example
- Promoting an effective, constructive, decision-making process
- Invoice/Draw processing process
- Record keeping
- Project Reports (include examples)

Construction:

- General Contractor Contract form recommendation
- General Contractor supervision (philosophy and specific recommendations): measures to ensure quality work and project management
- Construction safety
- Change order processing: managing assignment of costs and resolving any related disputes
- Punch list creation and supervision of correctional work
- Commissioning and turnover of equipment and systems
- LEED Certification (it is assumed this is a requirement for the Project)

Fee Structure or Lease Proposal

Respondents will provide their proposed fee compensation structure for the Project, along with the basis for such compensation. If the respondent intends to use any outside consultants or services, please include the compensation structure for the use of such consultants or services in your response.

Any turnkey developer respondent should propose the parameters of its proposed lease with LEARN, inclusive of the basis for projected rent schedule; lease term; and any purchase options. Turnkey developer respondents should also set out what they project LEARN's effective and "all-in" cost of capital to be, as well as the basis and components of any pre-determined purchase price. Turnkey developer respondents are welcome to provide or present cost comparisons, measuring their cost structure against that assumed in a LEARN self-financed Project.

Any development manager respondent should provide details regarding its capacity to provide capital or financing supplements for the Project, including projected costs of capital (even if only a portion of the necessary Project financing). Finally, all Respondents should set out any proposed cost-sharing or risk allocation arrangements with LEARN.

Additional Information:

- Please provide evidence of respondent's financial stability.
- Is respondent involved in any pending claims or lawsuits? If so, please describe.
- Please provide any other relevant information, comments or clarifications.

Selection Process and Criteria

General

LEARN leadership, along with its consultants, will review the responses to the RFP. The final candidates will be invited to present to and interview with this review panel. LEARN will evaluate the presentation. interview of each of the finalists, request any necessary additional information, and select either a development manager or turnkey developer. Interviews may be conducted online or in Washington, D.C. or Chicago, subject to LEARN leadership preferences.

Selection Criteria

LEARN will develop and apply objective selection criteria, which will take into account all material submitted in response to this RFP, along with all additional information gathered during the interview process.

Selection Schedule

- **Response to RFP due: Friday, February 28th, 2025 by 5:00 p.m. EST**
- **Interviews/Presentations with Finalists: March 10th – 14th, 2025 (as require**
- **Notify Selected Firm: No later than March 21st, 2025**