

---

***REQUEST FOR EXPRESSIONS OF INTEREST***  
***EOI NO. 01-2018***  
***HOWARD COUNTY CIRCUIT COURTHOUSE PROJECT***

***EOI ISSUANCE DATE: JULY 11, 2017***

***PRE- SUBMITTAL INFORMATION MEETING: JULY 25, 2017 AT 10:00 A.M.***

***SOI DUE DATE: SEPTEMBER 06, 2017 AT 11:00 A.M.***

***BUYER: Dean Hof, Purchasing Administrator***  
***PHONE: 410-313-4239 ▪ EMAIL: [dhof@howardcountymd.gov](mailto:dhof@howardcountymd.gov)***

---



---

**HOWARD COUNTY, MARYLAND**

---

**OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046  
[www.howardcountymd.gov/departments/county-administration/purchasing](http://www.howardcountymd.gov/departments/county-administration/purchasing)



**HOWARD COUNTY CIRCUIT COURTHOUSE PROJECT**

**Table of Contents**

1. INTRODUCTION ..... 1

    1.1 Project Overview..... 1

    1.2 Glossary..... 2

2. PROJECT SPECIFIC INFORMATION ..... 5

    2.1 General Description of the Project ..... 5

    2.2 Background Documents..... 6

    2.3 Project Budget and Funding..... 6

    2.4 Stipend for Unsuccessful Proposers ..... 7

    2.5 Project Site..... 7

    2.6 Governmental Approvals ..... 7

    2.7 Environmental Review..... 8

    2.8 Scope of Services..... 8

    2.9 Intellectual Property Rights ..... 9

    2.10 County's Consultant Support Team..... 9

    2.11 Key Commercial Terms..... 10

    2.12 Insurance Requirements ..... 11

3. SELECTION COMMITTEE AND APPROVALS..... 11

4. COMMUNICATIONS PROTOCOL..... 11

5. PROCUREMENT PROCESS..... 12

    5.1 Procurement Objectives..... 12

    5.2 Site Tour and Pre-SOI Submittal Information Meeting..... 13

    5.3 EOI and Qualifications Submittal..... 13

    5.4 SOI Evaluation..... 13

    5.5 RFP and Proposal Process ..... 13

    5.6 Program Requirements..... 14

    5.7 Proposal Evaluation ..... 14

    5.8 Procurement Schedule ..... 15

    5.9 Expenses of the Respondents ..... 16

    5.10 Maryland Public Information Act..... 16

    5.11 Rights of the County ..... 17

    5.12 Equal Business Opportunity Requirement..... 18

    5.13 Local Business Initiative..... 18

    5.14 Changes to Respondent Teams..... 18

    5.15 Interviews ..... 18

    5.16 Debriefings and Appeals..... 18

    5.17 Disclosures ..... 19

    5.18 No Communication or Collusion..... 19

    5.19 Non-exclusivity of Respondent Teams..... 19

    5.20 Conflicts of Interest ..... 19

    5.21 Criminal Background Check ..... 20

5.22 Compliance with Applicable Law ..... 20

6. SUBMITTAL OF QUALIFICATIONS..... 20

6.1 General Instructions ..... 20

6.2 Information Requirements of SOI Submittal ..... 21

6.3 Comments on Project Concepts ..... 22

7. EVALUATION AND RANKING OF SUBMITTALS ..... 22

7.1 General Qualifications (10%) ..... 23

7.2 Project Understanding and Approach (10%) ..... 24

7.3 Technical Qualifications (65%) ..... 24

7.4 Financial Qualifications and Private Project Financing Experience (15%)..... 25

**List of Attachments**

Attachment A — Submittal Requirements

Attachment B — Transmittal Letter

- Attachment B-1 — Certificate of Authorization
- Attachment B-2 — Licenses and Certificates

Attachment C — Forms

- Form C-1 — Reference Project Experience
- Form C-2 — Project Finance Experience Table
- Form C-3 — Financial Information Summary
- Form C-4 — Additional Respondent Team Information

Attachment D — Foreign Services Disclosure Form

Attachment E — Howard County Charter and Code References to Ethics

Attachment F — Form of Affidavit

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact Mr. Mahesh Sabnani, Equal Business Opportunity Coordinator, at 410-313-6370.

**IMPORTANT NOTICE REGARDING ADDENDA**

**Addenda often occur and it is the potential Respondent’s responsibility to visit the Office of Purchasing web site for updates.**

[www.howardcountymd.gov/departments/county-administration/purchasing](http://www.howardcountymd.gov/departments/county-administration/purchasing)

## 1. INTRODUCTION

### 1.1 Project Overview

Howard County, Maryland (County) is soliciting Statements of Interest (SOIs) from interested and qualified firms in connection with the design, construction, partial financing, operations and maintenance of a new courthouse (the Project). Under the design-build- partially finance-operate-maintain (DBfOM) delivery method, a single entity, which may include one or more firms as investors and subcontractors, will be procured on a best value basis and will be responsible to the County for the design, construction and partial financing of the Project and operation and maintenance of the New Facility for a period of 30 years commencing from the anticipated date of occupancy of the New Facility.

This EOI invites Respondents to submit SOIs describing in detail their technical and financial qualifications to perform the Contract Services. The issuance of this EOI is the first step in a two-step procurement process. **ONLY THOSE FIRMS THAT RESPOND TO THIS EOI AND ARE SHORT-LISTED BY THE SELECTION COMMITTEE IN ACCORDANCE WITH THE REQUIREMENTS OF THIS EOI WILL BE ISSUED A REQUEST FOR PROPOSALS (RFP) AND INVITED TO SUBMIT A PROPOSAL IN RESPONSE TO THE RFP. THREE (3) FIRMS ARE EXPECTED TO BE SHORT-LISTED AS ELIGIBLE TO PARTICIPATE IN THE RFP STAGE OF THIS PROCUREMENT.**

By utilizing a DBfOM project delivery approach, the County expects to secure substantial public benefits. These benefits include optimal risk allocation; cost savings; incentives and enforcement capacity for high performance and efficiency gain; expedited project design and construction scheduling; and predictable long-term operation and maintenance costs. The County's intent in developing this EOI and the subsequent RFP is to encourage qualified firms to provide the best solution for the Project in accordance with the requirements of this EOI and the subsequent RFP. The County expects to enter into an agreement (the Project Agreement) with a private entity (the Project Company) for the performance of the Contract Services. The technical requirements for the Project are being developed and will be presented in the RFP. The presentation of technical requirements in this EOI is for general understanding only, and is not necessarily indicative of RFP requirements.

The County's procurement process includes the following steps:

1. EOI process resulting in Short-listed Respondents;
2. RFP (including draft Project Agreement) issued to Short-listed Respondents;
3. Addenda to the RFP issued to Short-listed Respondents;
4. Commercially confidential individual meetings with Short-listed Respondents;
5. Proposal Submittal;

6. Proposal Evaluation and Interviews;
7. Selection of Project Company;
8. Finalize Project Agreement;
9. Commercial and Financial Close.

## 1.2 Glossary

Words and terms that are used herein shall have the meanings as set forth in this glossary unless otherwise defined.

### 1.2.1 Abbreviations

The following abbreviations are used in this document:

|              |   |
|--------------|---|
| <b>DBfOM</b> | Design-Build-partially Finance-Operate-Maintain |
| <b>EOI</b>   | Request for Expressions of Interest             |
| <b>RFP</b>   | Request for Proposals                           |
| <b>SOI</b>   | Statement of Interest                           |

### 1.2.2 Definition of Terms

The following terms are used in this document:

|                                |   |
|--------------------------------|---|
| <b>Consultant Support Team</b> | The entities that will support the County in connection with this procurement, as described in Section 2.10 of this EOI.  |
| <b>Contact Person</b>          | Dean Hof, who will serve as the County's point of contact for all communications concerning this EOI and may be contacted at 410-313-4239 or <a href="mailto:dhof@howardcountymd.gov">dhof@howardcountymd.gov</a> .   |
| <b>Contract Services</b>       | All services, including the furnishing of all labor, materials, equipment, supervision and other incidentals, required to obtain permits, design, construct, commission, finance, operate and maintain the Project, and all other services that the Project Company will be required to perform pursuant to the terms of the Project Agreement. |
| <b>County</b>                  | Howard County, Maryland, a body corporate and politic.  |

|  |   |
|--|---|
| <b>EOI Evaluation Criteria</b>               | The criteria and standards set forth in Section 7 of this EOI, which constitute the basis for the Selection Committee's evaluation of the SOIs and determination of the Short-listed Respondents.   |
| <b>Existing Facilities</b>                   | The building known as the Thomas Dorsey Building and all existing site improvements currently located at the Project Site.  |
| <b>Key Individuals</b>                       | <p>The specific persons, exclusive to the Respondent, filling the following roles (or equivalent) on the Project in the event the Respondent is selected:</p> <ol style="list-style-type: none"><li>(1) Project Manager;</li><li>(2) Finance Manager;</li><li>(3) Design Manager;</li><li>(4) Construction Manager;</li><li>(5) Facilities Management and Operations Manager;</li><li>(6) Quality Control Manager; and</li><li>(7) any key personnel listed in the SOI (including key personnel of key subcontractors).</li></ol> |
| <b>New Facility</b>                          | The new Howard County courthouse, parking garage and ancillary components as further described in Section 2.1.  |
| <b>Occupancy Readiness</b>                   | Completion of construction and commissioning so that the New Facility is ready for occupancy.   |
| <b>Pre-SOI Submittal Information Meeting</b> | The meeting to be held at the Thomas Dorsey Building in Classroom A on July 25, 2017, as further described in Section 5.2.  |
| <b>Procurement Website</b>                   | <a href="http://www.howardcountymd.gov/Departments/County-Administration/Purchasing">www.howardcountymd.gov/Departments/County-Administration/Purchasing</a>  |
| <b>Program Requirements</b>                  | The design requirements for the New Facility developed by the County as further described in Section 5.6.   |
| <b>Project</b>                               | The design, construction, partial financing, operation and maintenance of all equipment and structures required in connection with the new Howard County courthouse and the Contract Services.  |
| <b>Project Agreement</b>                     | The contract awarded to the Selected Proposer for the Project and Contract Services.  |

|                           |   |
|---------------------------|---|
| <b>Project Company</b>    | The Selected Proposer with whom the County will enter into the Project Agreement to perform the Contract Services. The term "Project Company" is used to refer to the Selected Proposer after approval and execution of the Project Agreement.  |
| <b>Project Site</b>       | Approximately 14 acres of a 27-acre, County-owned site at postal address 9250 Bendix Road, Columbia, MD 21045 as further described in Section 2.5.  |
| <b>Proposal</b>           | The documents submitted by a Proposer in response to the RFP.   |
| <b>Proposers</b>          | Short-listed Respondents who submit a Proposal in response to the RFP.  |
| <b>Reference Projects</b> | No more than ten Similar Projects identified by the Respondent as Reference Projects for purposes of this EOI.  |
| <b>Respondent</b>         | The individual firm, partnership, corporation, or joint venture submitting an SOI in response to this EOI.  |
| <b>Respondent Team</b>    | <p>The members of the Respondent Team are as follows:</p> <ol style="list-style-type: none"><li>(1) Respondent Team Lead;</li><li>(2) Project Company;</li><li>(3) Equity Provider;</li><li>(4) Design Lead;</li><li>(5) Construction Lead;</li><li>(6) Facilities Management, Operations and Maintenance Lead;</li><li>(7) Underwriting or Banking Lead;</li><li>(8) Guarantors (as applicable); and</li><li>(9) Any other contractor or subcontractor identified by the Respondent in its SOI.</li></ol> <p>An entity may serve in multiple roles on the Respondent Team.</p> <p>If design work and construction work will be carried out by an integrated design-build firm, the name of the design-build firm should be indicated for both the Design Lead and Construction Lead.</p> |

|                                 |   |
|---------------------------------|---|
| <b>Respondent Team Lead</b>     | The individual firm, partnership, corporation, or joint venture that will be the primary contact for the County.  |
| <b>RFP Evaluation Criteria</b>  | The criteria and standards which constitute the basis for evaluating Proposals. RFP Evaluation Criteria will be defined in the RFP.   |
| <b>Selected Proposer</b>        | The Proposer determined to be the most qualified based on the RFP Evaluation Criteria and which is recommended to the County by the Selection Committee for approval and execution of the Project Agreement.                            |
| <b>Selection Committee</b>      | The committee established by the County and responsible for evaluating the SOIs, short-listing Respondents and subsequently evaluating Proposals and determining the Selected Proposer.   |
| <b>Short-listed Respondents</b> | Those Respondents deemed to be the most qualified to provide the Contract Services by the Selection Committee based on the EOI Evaluation Criteria.   |
| <b>Similar Projects</b>         | Courthouses including a parking garage and other similar social infrastructure projects, projects with a construction value of approximately \$100 million or more, or projects with construction of approximately 100,000 gsf or more. |
| <b>State</b>                    | The State of Maryland.  |
| <b>Stipend Amount</b>           | a stipend in the amount of \$500,000 to be provided to each unsuccessful Proposer that submits a qualifying proposal.   |

## **2. PROJECT SPECIFIC INFORMATION**

### **2.1 General Description of the Project**

The County's current courthouse was opened in 1843, has been periodically renovated and was last expanded in 1983. Since 1983, the County's population has grown by more than 142% and since just 2005, there has been significant caseload growth (10% for non-domestic cases, 20% for civil domestic cases and 50% for reopened cases).

As a result of the growth and space restrictions: (1) prisoners, judges, court staff, the public, and opposing parties in highly contentious matters such as child custody, peace orders, and restraining orders are currently required to share hallways and other common areas; (2) there is severely inadequate space to accommodate security needs at

the entrances, hallways, and in courtrooms; and (3) ancillary programs such as juvenile services, social services and many others either do not have enough or any dedicated space in the current courthouse thus hampering their efficiency.

Furthermore, the need for an additional sixth circuit court judge has been documented by the State, but the current courthouse does not have space to accommodate the new judge, and the existing courthouse is limited in its ability to accommodate the infrastructure needed to support the new State required electronic filing system. In addition, the New Facility will provide space to a variety of entities, such as the Office of the State's Attorney; the Office of the Sheriff; the local Bar Association; the Maryland Public Defender; the Clerk of Courts, including the Office of Land Records; the Law Library; the Register of Wills; Orphans' Court and additional entities to be identified in the RFP.

Therefore, on March 6, 2017 the County Council of the County passed, and on March 8, 2017, the County Executive approved County Resolution No. 27-2017 indicating support by both the County Council and County Executive for a project to finance and construct a new courthouse. In accordance with this resolution, the County is issuing this EOI for the design, construction, partial financing, operation and maintenance of an estimated 227,000 gsf vertical courthouse (final gsf will vary based on design) plus a 600-space parking garage (which will have the ability to expand to 1,100 spaces, provide for paid parking, and be used exclusively for courthouse and related purposes), court sets as defined in the program requirements which will be attached to the draft Project Agreement provided in the RFP, and a 6,000 gsf cafeteria and staff fitness center, and may include limited ancillary space components that may be authorized by the Project Agreement (collectively, the New Facility). In addition, the County expects the Project to include partial financing by the Project Company; agreement from the Project Company to operate and maintain all aspects of the courthouse facility and the related facilities for the term, except for certain aspects of security to be handled by the County Sheriff; and for the New Facility to achieve LEED Silver certification or better.

## **2.2 Background Documents**

Background materials for the Project, created for the County's planning purposes, such as the master plan, space program and site drawing, are available at <https://www.howardcountymd.gov/HowardCourthouse>. These documents are provided solely for their informational purposes to assist Respondents and the public in obtaining a better understanding of the Project and are subject to change. The County does not make any representation as to the relevance, accuracy or completeness of any of the information available on the website except as the County may advise Respondents in writing with respect to a specific document. The County and its Consultant Support Team are in the process of preparing program requirements which shall be set forth in the draft Project Agreement to be attached to the RFP. Each Proposer will be required to submit a Proposal that complies with such program requirements.

## **2.3 Project Budget and Funding**

The County currently estimates the capital costs for the Project to be approximately \$138,000,000. Howard County will fund capital costs through a County appropriation, bond issuance proceeds, and other sources as required. No federal or state funds are expected to be used in connection with this procurement or the Project Agreement. The

County will make availability payments during the Project's facilities management period. Financing requirements will be set forth in detail in the RFP. In their SOI submittals, Respondents shall provide a Conceptual Financing Discussion indicating the financing structure they expect to be the most beneficial to and cost-effective for the County, as further described in Section F-6 of Attachment A.

The County anticipates making a single milestone payment up to \$90 million upon occupancy and the commencement of the availability payments.

#### **2.4 Stipend for Unsuccessful Proposers**

The County intends to offer a stipend, equal to the Stipend Amount, to Respondents who are selected to respond to the RFP and who submit for consideration by the County a fully responsive Proposal that is not selected by the County, as compensation for the design services and related documents provided to the County. Further details on the stipend, including the conditions for entitlement, will be included in the RFP.

#### **2.5 Project Site**

The Project will be located on approximately 14 acres of a 27-acre, County-owned site at postal address 9250 Bendix Road, Columbia, MD 21045 (the Project Site). The Existing Facilities will be demolished as part of the Contract Services.

The County intends to update a prior Phase 1 Environmental Site Assessment in connection with the Project.

The County proposed an amendment to the Final Development Plan (FDP) associated with this property, FDP-36-A-2. The amendment supports redevelopment of this property as a new County Circuit Courthouse. The purpose of the amendment is to provide the maximum amount of design flexibility. Standard county requirements and criteria such as the Design Manuals, and the various plan review processes will ensure conformance with County and State requirements for the development of this property. Approval is expected by September 2017.

#### **2.6 Governmental Approvals**

The Project Company will be responsible for identifying, preparing applications for, obtaining and maintaining all the regulatory approvals, certifications, and permits required for the design, construction and operation of the Project, and paying all related fees.

The County anticipates that the agencies listed below will have permitting or approval authority. The Project Company will be responsible for identifying any additional responsible agencies with permitting or approval authority.

- Howard County Planning Board  
<https://www.howardcountymd.gov/LinkClick.aspx?fileticket=HRZnvN05t3Q%3d&portalid=0>
- Howard County Department of Planning and Zoning  
<https://www.howardcountymd.gov/Departments/Planning-and-Zoning>

- Howard County Department of Inspections, Licenses and Permits  
<https://www.howardcountymd.gov/Departments/Inspections-Licenses-and-Permits>

## **2.7 Environmental Review**

At this time, the County does not expect the Project to be subject to the National Environmental Policy Act or Maryland Environmental Policy Act.

## **2.8 Scope of Services**

The Project Company's scope of work for the Project will be set forth in detail under the Project Agreement between the County and the Project Company. The RFP will contain a draft of the Project Agreement and will address how the Short-listed Respondents may provide comments on such draft. The Project Agreement will include performance criteria and specifications for the design, construction, maintenance, and operation of the Project, including defined requirements and expectations for minimum staffing, space and functional area requirements and design criteria, the scope of services to be provided by the successful Project Company including required criteria and levels of maintenance, and proposed commercial terms. The general scope of the Project Company's responsibility under the Project Agreement will be as follows:

- 2.8.1 Pre-Development: confirmation of intent to conform to the design established by the Program Requirements; permitting; site investigation.
- 2.8.2 Design: completion of design development and the preparation of construction documents for the Project; support to the County design review process.
- 2.8.3 Professional Services: provide all professional services necessary to implement the Project, which will be more fully defined in the RFP.
- 2.8.4 Demolition: demolition of Existing Facilities on the Project Site.
- 2.8.5 Construction: construction of the New Facility; compliance with all County and industry construction standards; oversight and management of all compliance and permitting requirements; completion of all required commissioning and Occupancy Readiness testing; provision of utilities and other site services required to support the Project.
- 2.8.6 Financing: the financing necessary to pay the capital costs of the Project, including any required equity. Financing requirements will be set forth in the RFP. In their SOI submittals, Respondents shall indicate the financing structure that is expected to be the most beneficial to and cost-effective for the County. It is anticipated that the County will make milestone payment at occupancy of the New Facility, and availability payments during the facilities management period. The availability payments will be subject to deductions if performance requirements are not met. The County anticipates financing its milestone payment through the issuance of municipal bonds.

- 2.8.7 Lifecycle Maintenance: responsibility during the term of the Project Agreement for lifecycle maintenance, repairs and capital replacement necessary meet the performance standards for the New Facility set forth in the Project Agreement.
- 2.8.8 Facility Management Services: management of utilities, water and sewer, janitorial services, landscaping, trash removal, window washing, snow removal, insurance, IT systems, security systems in coordination with the County Sheriff, parking, and other necessary operational services for the New Facility as defined in the facility management specifications during the facilities management period of the Project Agreement.
- 2.8.9 Public Communications: work together with the County on all aspects of public communications and outreach as set forth in the Project Agreement.

## **2.9 Intellectual Property Rights**

Respondents agree that the County shall have the right to use (or permit the use of) all SOIs submitted pursuant to this EOI, including the data, information, concepts, and ideas contained therein, without any requirement of providing compensation to the Respondent, for all purposes associated with the continued development, implementation, operation or expansion of the Project. Notwithstanding the foregoing, the County agrees that any such use of SOIs by the County without the applicable Respondent's verification or adaptation for the specific purpose intended shall be at the sole risk of the County.

## **2.10 County's Consultant Support Team**

The following entities have been retained or were previously retained to serve as the Consultant Support Team for the Project:

- IMG Rebel (financial advisor)
- Hawkins Delafield & Wood LLP (legal advisor)
- Arcadis and Ricci Greene Architects / Grimm + Parker JV (technical advisor), including the following team members:
  - Arcadis-US, Inc.
  - Ricci Greene Associates
  - Grimm + Parker Architecture, Inc.
  - CGL Management Group LLC (O&M)
  - Pennoni Associates, Inc. (Civil)
  - North Point Builders, Inc.
  - Gipe Associates, Inc. (MEP)
  - Professional Systems Engineering, LLC (Security)
  - Forella Group LLC (Estimating)
  - Maroon PR, Inc.

- Chartwell Enterprises LLC and their subcontractors including Cushman & Wakefield, Inc. and Jones Long LaSalle Securities LLC
- Fentress Inc.

Additional members may be added to the Consultant Support Team for the Project. The County may identify any new members in an addendum to this EOI if and when a member is added.

The Consultant Support Team's scope of services requires team members to provide assistance to the County and its Selection Committee in preparing the EOI and RFP, and in evaluating SOIs and Proposals, including providing financial, contractual and technical advice. The Consultant Support Team may also provide DBfOM project oversight, including, but not limited to, design reviews, construction monitoring and environmental compliance oversight.

Current and prior members of the Consultant Support Team are not eligible to assist or participate as Project team members with any Respondent.

## **2.11 Key Commercial Terms**

The following are some of the key commercial terms that the County anticipates will be included in the Project Agreement:

- 2.11.1 Term: The term of the Project Agreement will commence on signing, and a 30-year maintenance term will commence from the occupancy date. It is anticipated that the New Facility will be substantially complete and available for occupancy in January 2021.
- 2.11.2 Payment: The County anticipates making a single milestone payment up to \$90 million upon occupancy. At this time, the County does not anticipate starting availability payments earlier than the scheduled occupancy date. The County anticipates making availability payments on a monthly payment cycle.
- 2.11.3 Payment Deductions: The Project Agreement will permit the County to make deductions from the availability payments. In order to achieve full payment, the Project Company will be required to make all functional areas available for use and meet the defined performance standards.
- 2.11.4 End of Term: The Project Agreement will describe the hand-back requirements for the New Facility at the end of the term and describe the provisions to enforce those requirements.
- 2.11.5 Title to the Project Site and New Facility: Title to the Project site will at all times be held by the County. The County will provide the Project Company with appropriate rights to use the site for purposes of the Project.
- 2.11.6 Change of Control: The Project Agreement will preclude any change in control of the Project Company until one year following the commencement

of availability payments, other than: (1) an exercise of rights by the Project Company's lenders pursuant to a lenders remedies agreement to be entered into between the lenders and the County at financial close; or (2) otherwise, with the consent of the County, which may be given or withheld in its absolute discretion. The County will expect to give such consent only in exceptional circumstances. After the first year, a change in control of the Project Company will be permitted only with the prior consent of the County, not to be unreasonably withheld.

## **2.12 Insurance Requirements**

The Project Company will be required to obtain and maintain insurance coverage for the Project during the term in accordance with the Project Agreement. Details regarding the insurance requirements will be provided in the RFP.

## **3. SELECTION COMMITTEE AND APPROVALS**

The County will establish a Selection Committee, which will be responsible for evaluating the SOIs, short-listing Respondents and subsequently evaluating Proposals and making a recommendation as to the Selected Proposer. Proposals may be reviewed by County officials, members of the County's Consultant Support Team and other individuals as deemed appropriate by the County. Execution of an agreement to perform the Contract Services described in this EOI is subject to certain approvals, as required under applicable law and regulation, which may include approval of the Howard County Council and the Howard County Solicitor, and compliance with all applicable laws and regulations.

## **4. COMMUNICATIONS PROTOCOL**

Written questions related to the EOI are encouraged. The County requires that all questions, requests for information and clarifications from interested parties, Respondents and Proposers and any of their representatives be made in writing via email directly to the Contact Person. Written questions must include the requestor's name, e-mail address and the Respondent represented and should be received prior to the close of business on July 28, 2017. Responses to all timely and appropriate questions will be posted on the Procurement Website prior to the close of business on August 4, 2017. The County may, in its discretion, decline to respond to a question. Only the County's written responses to EOI questions that are issued in addenda to the EOI and posted on the Procurement Website can be relied upon by the Respondents.

In order to ensure equal access to information and foster a professional competitive environment for the Project, the County will develop and issue solicitation documents and other materials through the internet to the greatest possible extent. This EOI, all addenda, and any other relevant information will be posted to the Procurement Website and be available for access and download to all interested parties.

Respondents must check the Procurement Website periodically for addenda. It is the responsibility of each Respondent to ensure that they have obtained and incorporated all addenda into their SOI. The County assumes no responsibility or liability whatsoever for the distribution of addenda or any other procurement materials to Respondents.

**After publication of the EOI, no interested party, Respondent or Proposer, including any of their representatives, may contact any County official (elected, executive, managerial or otherwise), employee, or representative, or the County's Consultant Support Team during the Project procurement period, other than via email to the Contact Person. Any such unauthorized contact by a Respondent or potential respondent will be grounds for disqualification.**

## **5. PROCUREMENT PROCESS**

### **5.1 Procurement Objectives**

In developing the Project using the DBfOM process, the County hopes to benefit from the knowledge and experience of Respondents in minimizing cost and maximizing performance.

The County's Project objectives are to assure:

- (a) Conformance to applicable law and regulations;
- (b) Safety of the public, the Project, and employees and visitors;
- (c) Optimization of Project schedule;
- (d) Minimization of design, construction, operational, maintenance, repair and replacement costs consistent with meeting all other Project objectives;
- (e) A high-quality design and efficiently functioning Courthouse for stakeholders;
- (f) A high degree of design-build coordination;
- (g) Appropriate quality and durability of construction for long-term performance, functionality, and reliability;
- (h) Appropriate risk transfer;
- (i) Integrated operation and technology;
- (j) Prudent management and protection of public resources, including utilities and streets;
- (k) Being a good neighbor to adjacent properties in terms of noise, dust, odors, traffic and light; and
- (l) Coordinated design development, with the Project Company eliciting County input in a manner that preserves Project Company's sole responsibility for the achievement of Project performance objectives while meeting County's objectives associated with cost, quality, aesthetics and long-term operability.

## **5.2 Site Tour and Pre-SOI Submittal Information Meeting**

The County will conduct a site tour and Pre-SOI Submittal Information Meeting on July 25, 2017, at 10:00 AM EST, at the Thomas Dorsey Building in Classroom A on the Project Site. Attendance at the site tour/Pre-SOI Submittal Information Meeting is not mandatory. Respondents must RSVP via email to the Contact Person by July 21, 2017 at 4:00 PM EST if they wish to participate; e-mails must include the names and associations of all tour attendees.

Minutes of the site tour or Pre-SOI Submittal Information Meeting will not be prepared or circulated. Any responses to questions and materials distributed at the site tour or Pre-SOI Submittal Information Meeting shall be issued via addendum to the EOI.

## **5.3 EOI and Qualifications Submittal**

This EOI is the first step in the procurement process for the selection of a firm to perform the Contract Services. In order to be eligible to submit a Proposal in response to the forthcoming RFP, a response must be received to this EOI and the Respondent must be short-listed by the County's Selection Committee and a RFP issued to the Short-listed Respondent. Only those Respondents that have been short-listed by the Selection Committee will be eligible to submit Proposals in response to the RFP. Submittal of a SOI responsive to the EOI will require, among other things that the Respondent affirmatively declare its intention to participate in the RFP and Proposal process as outlined in Section 5.5. In addition, SOIs are required to comply with Section 6 of this EOI.

A Respondent may amend or withdraw its SOI at any time prior to the SOI submittal deadline by delivering written notice to the Contact Person.

## **5.4 SOI Evaluation**

Using the criteria established in Section 7, the Selection Committee will evaluate the general, technical and financial qualifications of Respondents based on SOIs received in accordance with Section 6, as well as clarifications submitted by Respondents in response to County requests, personnel references, and analysis of other publicly-available information. During the evaluation of SOIs, the County shall have the right to seek clarification from Respondents. The SOI evaluation process is further described in Section 7.

## **5.5 RFP and Proposal Process**

During the second phase of the procurement, a RFP will be issued to each Short-listed Respondent. The RFP will specify the requirements for submittal of a technical proposal and a price/financing proposal from each Short-listed Respondent. Prior to the submittal date for Proposals, a pre-Proposal submittal conference may be held. Details related to this conference and the Proposal evaluation process will be included in the RFP.

The County anticipates that the RFP stage will allow Proposers to provide input on the initial draft Project Agreement issued with the RFP. The County will consider any

comments and requested amendments and may, in its discretion, amend the initial draft Project Agreement, and by one or more addenda issue a revised initial draft Project Agreement. The County also anticipates that the RFP stage will provide an opportunity for Proposers to propose alternative design proposals. Details regarding such proposals will be provided in the RFP. Ultimately, the County will issue a final draft Project Agreement as the common basis for the preparation of Proposals by the Proposers.

It is anticipated that an interim submittal addressing the technical aspects of the RFP will be submitted by Proposers in advance of the final pricing/financing proposal.

The technical proposal will be expected to be well-developed and to include the following:

- conceptual design identifying key elements of the Proposer's technical submittal, which demonstrates an understanding of the Project and compliance with all Program Requirements; and
- plans outlining the Proposer's approach to matters such as quality assurance, construction management, facility maintenance, communications and environmental management.

It is anticipated that the financial proposal during the RFP stage will occur after the technical proposal submittal. The financial submittal is expected to include the following:

- fully committed financing, including confirmation from the Proposer's funding sources confirming acceptance of the terms of the Project Agreement;
- a commitment to enter into the Project Agreement by the Project Company; and
- committed pricing for the Project, inclusive of all taxes.

## **5.6 Program Requirements**

Certain work has been done on the design of the Project by the County's Consultant Support Team. These design documents indicate the Program Requirements and are expected to be made available to the Short-listed Respondents in connection with the issuance of the RFP. The RFP will contain specific instructions as to the permitted or required use of these design documents, together with other instructions as to the nature of the technical proposals that are required to be submitted, including required technical specifications and performance standards. The RFP is expected to provide an opportunity to the Short-listed Respondents to make and propose unique design solutions that fulfill all Program Requirements.

## **5.7 Proposal Evaluation**

Proposals received in response to the RFP will be evaluated using the RFP Evaluation Criteria and selection methodology that will be included in the RFP. The RFP Evaluation Criteria and selection methodology are expected to include and assess, at a minimum, the following factors:

- (a) Demonstrated compliance with the design requirements;
- (b) Proposer's design solution;
- (c) Proposer's quality management plan;
- (d) Overall technical merit;
- (e) Proposer's Project schedule;
- (f) Financing for the Project;
- (g) Other evaluation factors as may be determined by the County and specified in the RFP.

The assessment of the Proposer's financial capacity during the RFP phase of the procurement will focus on whether the Proposer has experienced a material decline in financial strength during the period after short-listing of Respondents and the submittal of Proposals. The Selected Proposer will be the Proposer whose Proposal is determined to be the most qualified and providing the best value based on the RFP Evaluation Criteria and the assessment method described in the RFP.

### **5.8 Procurement Schedule**

A summary of the anticipated schedule of the major activities associated with this procurement process and the Project is presented below.

| <b>Date</b>                           | <b>Activity</b>  |
|---------------------------------------|--|
| July 11, 2017                         | Issue EOI  |
| July 25, 2017 at 10:00 AM EST         | Site Tour and Pre-SOI Submittal Information Meeting                        |
| July 28, 2017                         | Deadline for Submittal of Comments or Questions on EOI                     |
| August 4, 2017                        | Posting of Responses to Comments and Questions on EOI                      |
| September 6, 2017 before 11:00 AM EST | SOI Due  |
| October 2017                          | Respondent Interviews  |
| October 2017                          | Announcement of Short-listed Respondents                                   |
| November 2017                         | Issue RFP with Initial Draft Project Agreement to Short-listed Respondents |

|                           |   |
|---------------------------|---|
| November to December 2017 | Individual Meetings with Proposers                            |
| January 2018              | Issue Final Draft Project Agreement                           |
| January 2018              | Interim Submittals Due  |
| April 2018                | Final Technical Proposals Due                                 |
| April 2018                | Price/Financing Proposals Due                                 |
| September 2018            | Selection of Preferred Proposer                               |
| November 2018             | Commercial and Financial Close                                |
| November 2018             | Design-Build Period Commences<br>(Including Demolition Phase) |
| January 2021              | Facilities Management Period Commences                        |

Any and all of the activities and dates listed in this EOI are subject to modification by the County in its sole discretion.

### **5.9 Expenses of the Respondents**

The County accepts no liability for the costs and expenses incurred by the Respondents in responding to this EOI, responses to clarification requests and discussion meetings, and resubmittals, and any other activities included as part of this procurement process. Each Respondent that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the County or from any of its employees, advisors or representatives (including any member of the Consultant Support Team) for the costs and expenses associated with the process, including, but not limited to, costs of preparation of the SOI, loss of anticipated profits, loss of opportunity or for any other loss, cost or expense. The County shall, however, pay an unsuccessful Proposer a stipend, equal to the Stipend Amount, for compliant Proposals as further described in the RFP.

### **5.10 Maryland Public Information Act**

All information submitted in response to this EOI is subject to the Maryland Public Information Act (the MPIA), which generally mandates the disclosure of documents in the possession of the County upon the request of any person, unless the content of the document falls under a specific exemption to disclosure. If any Respondent wishes to claim that any information submitted in its response to this EOI constitutes a trade secret or is otherwise exempt from disclosure under the MPIA, such claim must be made at the time of the response, and must be in writing supported by relevant and material arguments. Respondents must submit with their SOI to the County one (1) electronic copy (in the form of a flash drive) of the Respondent's complete SOI as well as a copy in which the Respondent has redacted each item of information that the Respondent believes to be a trade secret or information that if disclosed would cause substantial

injury to the competitive position of the Respondent. The Respondent must provide a brief justification for each redaction. The redacted SOI must be addressed and submitted to the Contact Person.

Notwithstanding the foregoing and the Respondent's submittal of the redacted copy of the Respondent's SOI, the County may determine, in the County's sole discretion, whether to disclose or to deny access to any information received from Respondent, including such redacted information.

### **5.11 Rights of the County**

The issuance of this EOI constitutes only an invitation to present qualifications. This EOI is not a tender or an offer nor a request for proposals, and there is no intention by the County to make an offer by issuing this EOI. The rights reserved by the County, which shall be exercised in its sole and absolute discretion, include without limitation the right to:

1. Require one or more Respondents to clarify the SOIs submitted.
2. Conduct investigations with respect to the qualifications and experience of each Respondent.
3. The right to conduct discussions with one or more Respondents.
4. Visit and examine the Reference Projects, and any of the other projects referenced in the SOIs, and to observe and inspect the operations at such projects.
5. Waive any defect or technicality in any SOI received.
6. Determine which Respondents are qualified to be short-listed to receive the RFP and submit Proposals in response to the RFP.
7. Eliminate any Respondent which submits an incomplete or inadequate response or is not responsive or responsible to the requirements of this EOI.
8. Supplement, amend, or otherwise modify this EOI, prior to the date of submittal of the SOIs.
9. Issue one or more amendments to this EOI extending the due date for the SOIs.
10. Receive questions concerning this EOI from Respondents and to provide such questions, and the County's responses, to all Respondents by Addendum.
11. Cancel this EOI in whole or in part with or without substitution of another EOI if determined to be in the best interest of the County.
12. Re-advertise for new SOIs.

13. Take any action affecting the EOI process, the RFP process, the Contract Services or the Project that would be in the best interests of the County.

The foregoing reserved rights are in addition to and shall not serve to limit any of the specific rights and conditions set forth in this EOI.

### **5.12 Equal Business Opportunity Requirement**

Howard County Code Section 4.122 established an Equal Business Opportunity (EBO) program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County. The County will include EBO goals and other program requirements and provide further details in the RFP. Proposers will be encouraged to not only meet but exceed the program's goals.

### **5.13 Local Business Initiative**

The County is committed to creating a competitive and balanced economic environment within the County by ensuring community growth through the Local Business Initiative. The goal of the Local Business Initiative is to promote the growth and success of local businesses and to increase the percentage of County procurement dollars flowing to local businesses.

The County anticipates that the participation of certified Local Businesses on the Respondent Team or in its subcontracting plan will be an evaluation factor during the RFP phase. Further details will be included in the RFP.

### **5.14 Changes to Respondent Teams**

If for any reason after the SOI deadline a Respondent wishes or requires to add, remove or otherwise change a member of its Respondent Team, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of the management actions or policies of the relevant member) of a member of the Respondent Team, or there is a change to the legal relationship among any or all of the Respondent and its Respondent Team members, then the Respondent must submit a written application to the County for approval, including supporting information that may assist the County in evaluating the change. The County, in its discretion, may grant or refuse an application under this Section. The County's approval may include such terms and conditions as the County may consider appropriate. This Section will apply until issuance of the RFP.

### **5.15 Interviews**

Respondents may be required by the County to participate in interviews regarding their SOI during the evaluation process at the request of the County. If the County elects to conduct interviews, the Respondent will be notified in writing. The County reserves the right to limit the number of Respondent Teams to be interviewed.

### **5.16 Debriefings and Appeals**

The County may conduct a debriefing, upon request, for any Respondent who is not short-listed. In a debriefing the County will discuss the relative strengths and weaknesses of the Respondent's SOI, but the County will not disclose or discuss any

confidential information of another Respondent. Any debriefings shall be provided at the earliest feasible time after award of the Project Agreement, or earlier in the County's discretion.

Respondents may appeal the County's decision in writing within ten days after receiving notification of their non-selection for the short-list. Any such appeal will be responded to within seven days of the receipt of the appeal. The Purchasing Administrator's decision relative to the appeal shall be final.

### **5.17 Disclosures**

To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the selection process, the disclosure of any public information generated in relation to the Project, including communications with the media and the public, shall be coordinated with and subject to prior approval from the County.

Respondents shall promptly notify the County of any and all requests for information or interviews received from the media.

Respondents shall ensure that all members of the Respondent Team and all others associated with the Respondent also comply with the requirements of this Section.

### **5.18 No Communication or Collusion**

By submitting an SOI and signing the transmittal letter, a Respondent, on its own behalf and as authorized agent of each Respondent Team member, represents and confirms to the County, with the knowledge and intention that the County may rely on such representation and confirmation, that its SOI has been prepared without collusion or fraud, and in fair competition with SOIs from other Respondents.

Except as provided in Section 5.19, Respondents and their Respondent Team members are not to discuss or communicate, directly or indirectly, with other Respondents or such other Respondent's team members or any of their respective, directors, officers, employees, consultants, advisors, agents or representatives regarding the preparation, content or submittal of their SOIs or any other aspect of this EOI.

### **5.19 Non-exclusivity of Respondent Teams**

Firms may serve as members of more than one Respondent Team.

Notwithstanding the requirements of Section 5.18, Respondent Team members may communicate with a member that is on both its team and another Respondent Team, so long as both Respondents establish a protocol to ensure that such members will not act as a conduit of information between the Respondents.

### **5.20 Conflicts of Interest**

The County reserves the right to disqualify any Respondent that in the County's opinion has a conflict of interest or an unfair advantage, whether it is existing now or is likely to arise in the future, or to permit the Respondent to continue and impose such conditions as may be required by the County.

A Respondent shall promptly disclose to the Contact Person any potential conflict of interest, and at the time of such disclosure shall advise the Contact Person how the Respondent proposes to mitigate, minimize or eliminate the conflict of interest.

### **5.21 Criminal Background Check**

The Respondent and any Respondent Team member may be required to undertake a criminal records check in order to participate in the Project.

### **5.22 Compliance with Applicable Law**

The laws of the State of Maryland will govern this EOI, the RFP and the Project Agreement.

Respondents are expected to comply and cause Respondent Team members and their subcontractors to comply with all applicable laws and regulations throughout the EOI, RFP and contracting processes.

Respondents should be aware that all Proposers may be required to submit with their Proposals an affidavit as to certain matters regarding ethics and investment activities in Iran in a form similar to Attachment F. Please note that Respondents do not need to complete Attachment F with the submittal of their SOI. However, Respondents should still review Attachment F and raise any concerns present prior to submittal of their SOI.

## **6. SUBMITTAL OF QUALIFICATIONS**

### **6.1 General Instructions**

The SOI must be in the form and provide the content described in this Section and in Attachment A.

Twenty (spiral or similar) hard copies of the SOI and one complete electronic copy and one redacted electronic copy (in the form of a flash drive) of the SOI must be submitted to the County **on or before September 6, 2017 PRIOR to 11:00 AM EST**. One hard copy must be marked as "Master." SOIs received after September 13, 2017, 10:59 AM EST will not be considered. Sealed SOIs must be addressed and submitted to the Contact Person at the Office of Purchasing at 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046.

Respondents may withdraw or change their SOI prior to opening. Respondents may make corrections on the original SOI by initialing the changes and resealing the SOI. After the SOI is opened, the SOI is considered County property and may not be withdrawn by the Respondent.

SOIs will be opened by a buyer from the Office of Purchasing with at least one other individual from the Office of Purchasing present. SOIs will be opened publicly. Only the names of the Respondents will be mentioned at that time.

Each Respondent is responsible for obtaining and incorporating all addenda into their SOI. The County assumes no responsibility or liability whatsoever for the distribution of addenda to Respondents. Receipt of all addenda shall be acknowledged by Respondents on the SOI Transmittal Letter set forth in Attachment B. Submittal of an

SOI shall constitute certification that the Respondent has received and reviewed all addenda.

No interpretation or clarification of the meaning of any part of this EOI made orally by the Contact Person or any County representative, including any member of the Consultant Support Team, to any potential Respondent will be binding on the County. Requests for interpretation or clarification by any Respondent must be made in writing as indicated in Section 4.

**6.2 Information Requirements of SOI Submittal**

Responses should:

- (a) be submitted in sealed envelopes clearly marked with the words “**Response to EOI No. 01-2018 – Howard County Circuit Courthouse Project.**”
- (b) include all of the information requested in Attachment A and in the chart provided below in this Section. Materials that are not requested in Attachment A or in the below chart will not be evaluated.
- (c) not include items that are not requested by Attachment A or in the below chart.
- (d) be on 8.5" x 11" paper size with a minimum font size of 11 point (except for any financial statements and letters required by Attachment A).
- (e) comply with all page limits set forth in Attachment A. Each double-sided page will count as two pages. **Failure to comply with the page limits may result in rejection of the SOI.**
- (f) be printed double-sided with tabs separating each package described below.
- (g) be submitted as follows:

| <b>Package</b>   | <b>Contents</b>   |
|--|---|
| Package 1 – Transmittal Letter / Project Team and Experience | Include all information required by Attachment A.           |
| Package 2 – Financial Qualifications                         | Include all financial information required by Attachment A. |
| Package 3 – Supplemental Information Submittal               | Include all information required by Attachment A.           |

| Package | Contents   |
|---------|--|
|         | <p><b>Electronic Copy:</b><br/>                     Include one complete electronic copy and one redacted copy in PDF format on a USB Flash Drive. The electronic copy should be organized and submitted as follows:</p> <ol style="list-style-type: none"> <li>(1) A consolidated file containing the entire SOI;</li> <li>(2) An individual file for each of Packages 1, 2 and 3; and</li> <li>(3) Individual files within Package 1 for each major section described in Package 1 of Attachment A.</li> </ol> |

**6.3 Comments on Project Concepts**

Within this EOI, certain Project and contractual concepts have been addressed. Respondents may wish to provide comments via responses to this EOI on the Project concepts. The County will review this information and may incorporate reasonable and accepted suggestions in the RFP and draft Project Agreement.

Respondents are encouraged to provide comments related to any or all of the following:

- Geotechnical explorations.
- Project schedule, including relating to the procurement schedule and the amount of time necessary between execution of a Project Agreement and the date of Occupancy Readiness.
- Development of Performance Standards for the Project.
- Financing.
- Upon review of the key technical issues that need to be further developed or resolved prior to issuing the RFP or execution of the Project Agreement, Respondents may wish to provide comments related to aspects of the Project you feel may need refinement prior to issuance of the RFP.

Response to these items is voluntary and the responses will not affect the evaluation of SOIs. Comments should be limited to items that Respondents believe will enhance the DBfOM solicitation process and allow for cost-competitive and creative proposals. Comments on the evaluation and selection criteria for the RFP will not be accepted.

**7. EVALUATION AND RANKING OF SUBMITTALS**

SOIs may be reviewed by County officials, members of the Consultant Support Team, and other individuals as deemed appropriate by the County and will be evaluated by the Selection Committee. When evaluating responsive SOIs, the following selection criteria will be considered with the accompanying weightings used to calculate an overall score:

- |    |                        |     |
|----|------------------------|-----|
| 1. | General Qualifications | 10% |
|----|------------------------|-----|

- |    |                                    |     |
|----|------------------------------------|-----|
| 2. | Project Understanding and Approach | 10% |
| 3. | Technical Qualifications           | 65% |

The following sub-criteria and weighting will be applied to the 65% Technical Qualifications Criteria:

- |    |   |       |
|----|---|-------|
| a) | Design Experience   | (25%) |
| b) | Construction Experience   | (20%) |
| c) | Facilities Management, Operations, Maintenance Experience         | (20%) |
| 4. | Financial Qualifications and Private Project Financing Experience | 15%   |

Each selection criterion is further described below in this Section. The evaluation of the qualifications will be based on the submittals received as required by Section 6 of this EOI, correspondence with Respondent teams and personnel references and analysis of other publicly available information and information otherwise made available to the County. Respondents shall submit all information in accordance with Section 6 of this EOI. The County, at its sole discretion, shall have the right to seek clarifications from each of the Respondents.

**7.1 General Qualifications (10%)**

The criteria for the evaluation of the Respondent Team's General Qualifications are:

1. Strength and relevance of demonstrated experience and capability of Respondent Team to undertake the Project with respect to:
  - Team structure, management and working history
  - Project organization
  - Work to be performed by Respondent Team and work to be subcontracted
  - Proposed staffing and description of staff working together on existing or past projects
  
2. Strength and relevance of demonstrated alternative delivery (including DBfOM and variations thereof) based project experience and past performance on Similar Projects with respect to:
  - Extent of past experience with alternative delivery (including DBfOM and variations thereof) based projects
  - Understanding of the interrelationship between design, construction, finance, operation and maintenance of Similar Projects
  - Experience with Similar Projects in similar locations

3. Other General Qualifications Criteria
  - Demonstrated responsibility
  - Past record of compliance with labor law and of maintaining harmonious labor relations
  - Ability to responsibly and reliably undertake projects of this type and complexity

## **7.2 Project Understanding and Approach (10%)**

The criteria for the evaluation of the Respondent Team's Project Understanding and Approach will include:

1. Understanding of the County's objectives
2. Courthouse design methodology
3. Overall approach to managing, executing and implementing the Project

## **7.3 Technical Qualifications (65%)**

The criteria for the evaluation of the Respondent Team's Technical Qualifications will include:

1. Design Experience (25%)
  - Strength and relevance of demonstrated design experience and past performance on Similar Projects, including:
    - Similar Projects in which Respondent Team members and Key Individuals have been involved
    - Satisfactory completion of Similar Projects performed or being performed by Respondent Team members and Key Individuals
    - Experience with innovative design solutions for issues similar to those for the Project
    - Experience designing aesthetically pleasing facilities
    - Design and permitting experience in alternative delivery (including DBfOM and variations thereof) based projects
    - Experience of key subcontractors (civil engineering, MEP, security)
2. Construction Experience (20%)
  - Strength and relevance of demonstrated construction experience and past performance on Similar Projects, including:

- Similar Projects in which Respondent Team members and Key Individuals have been involved as builder
  - Satisfactory completion of Similar Projects performed or being performed by team members, including budget and schedule performance
  - Construction experience in alternative delivery (including DBfOM and variations thereof) based projects
  - Demonstrated experience with preparation and implementation of quality control plans and procedures
  - Demonstrated record of completing projects on time or early
  - Quality of construction safety programs established on public works projects and job sites and accumulated construction safety records, including:
    - Adequacy of safety programs established
    - Safety awards obtained
    - Current worker's compensation rate for construction team members
    - Experience modification rate in each of the last three years
3. Facilities Management, Operations and Maintenance Experience (20%)
- Strength and relevance of demonstrated facilities management, operations and maintenance experience and past performance on Similar Projects, including:
    - Similar Projects in which Respondent Team members and Key Individuals have been involved
    - Satisfactory completion of Similar Projects performed or being performed by Respondent Team members and Key Individuals
    - Facilities management, operations and maintenance experience in alternative delivery (including DBfOM and variations thereof) based projects
    - Ability to meet performance specifications and requirements and responses potential major contract breaches

#### **7.4 Financial Qualifications and Private Project Financing Experience (15%)**

All SOIs will be evaluated based on the information provided in Package 2. The criteria for the evaluation of the Respondent Team's financial qualifications, and private project financing experience will include, among others:

1. Financial Qualifications

- Adequacy and availability of the Respondent's resources to develop and execute a financial plan on a timely basis and ability to overcome challenges that may cause delays in achieving financial close
- Demonstrated readiness, flexibility and availability to invest equity in the Project
- Demonstrated ability of each Respondent Team member (including the Equity Provider) to fulfill their respective obligations under the Project Agreement

2. Private Project Financing Experience

- Demonstrated ability to develop finance plans for Similar Projects
- Demonstrated experience of Respondent's financial Key Individuals in:
  - Reaching financial close for projects with similar characteristics
  - Managing the finance function for an organization with similar characteristics

**ATTACHMENT A**  
**SUBMITTAL REQUIREMENTS**

**Attachment A**  
**SUBMITTAL REQUIREMENTS**

Qualification information must be provided in a response format in accordance with this Attachment A, in tabbed sections using the section numbers and titles provided in the table below. Submittals should be simple and provide a concise description of the qualifications. To the extent any section of the Respondent's SOI would repeat the same information provided in another section of the SOI, the Respondent may choose to include such information only once and refer the reader to the specific location of the SOI where the duplicative information may be found (except duplication is required for Section 2.2 of Package 1 and Section F-5 of Package 2 as provided below).

**Package 1 - Transmittal Letter / Project Team and Experience**

| <b>Section No.</b> | <b>Title</b>                          | <b>Contents</b>  |
|--------------------|---------------------------------------|--|
| T-1                | Transmittal Letter                    | <p>Submit a fully executed Transmittal Letter (see Attachment B), with Attachments B-1 and B-2.</p> <p>The Transmittal Letter and all attachments thereto shall be signed by a representative of the Respondent who is empowered to sign it and to commit the Respondent to the obligations contained in the SOI. Respondents shall also submit the Certificate of Authorization, included as Attachment B-1 to the Transmittal Letter, with the SOI. If the Respondent is a partnership, the SOI shall be signed by one or more of the general partners. If the Respondent is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. If Respondent is a joint venture, the SOI shall be signed by the joint venture. Anyone signing the SOI as an agent shall file with it legal evidence of his or her authority to execute such SOI.</p> <p>Personnel on the Respondent's team responsible for leading the design and construction services for the Project must be appropriately registered and licensed pursuant to the laws of the State of Maryland. As evidence of its compliance with the foregoing statutory requirements, the Respondent shall provide as Attachment B-2 to its SOI transmittal letter a copy of the appropriate licenses and certificates of registration.</p> |
| <b>1.</b>          | <b>Respondent Team</b>                |  |
| 1.1                | Identification of the Respondent Team | (1) Provide the legal name of the entity for each of the following members of the Respondent Team:   |

|  |  |   |
|--|--|---|
|  |  | <ul style="list-style-type: none"> <li>(a) Respondent Team Lead</li> <li>(b) Project Company</li> <li>(c) Equity Provider</li> <li>(d) Design Lead</li> <li>(e) Construction Lead</li> <li>(f) Facilities Management, Operations and Maintenance Lead</li> <li>(g) Underwriting or Banking Lead</li> <li>(h) Others (please specify)</li> </ul> <p>If design work and construction work will be carried out by an integrated design-build firm, the name of the design-build firm should be indicated for both the Design Lead and Construction Lead.</p> <p>(2) Describe the Respondent Team including:</p> <ul style="list-style-type: none"> <li>(a) Management structure;</li> <li>(b) The settled or proposed contractual relationship between members of the Respondent Team; and</li> <li>(c) The overall organizational structure.</li> </ul> <p>(3) Provide organization charts, at the corporate level, showing the relationship between members of the Respondent Team and the County, for each of the following phases, indicating the changes contemplated between phases:</p> <ul style="list-style-type: none"> <li>(a) RFP Stage: from short-listing under the EOI to selection as the Project Company under the RFP;</li> <li>(b) Project Agreement Stage: from selection of the Project Company to financial close;</li> <li>(c) Design and Construction Stage: from preliminary design through to Occupancy Readiness and commencement of facilities management and operations;</li> <li>(d) Facilities Management Stage: from Occupancy Readiness and commencement of facilities management and operations through to the end of the term of the Project Agreement.</li> </ul> <p>(4) Provide a project organization chart, at the Key Individual level, showing reporting relationships between, and authority of, the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the Project. Please include references to the reporting relationships between the County and Key Individuals.</p> |
|--|--|---|

|     |   |  |
|-----|---|--|
|     |   | <p>The Respondent Team should submit an organization chart for each of the four phases listed in subsection (3) above. <b>Please note:</b> names are only required for Key Individuals at this time.</p> <p>(5) Provide a short description of the Respondent and members of the Respondent Team that may be used for publication purposes.</p> <p>(6) Provide a summary of the history of the Respondent Team members working together on existing and past projects as well as any additional shared working history among Key Individuals and key subcontractors.</p>   |
| 1.2 | Contact Information   | <p>Provide the name and contact details for a representative of the Respondent Team, who will be the only person to receive communications from the Contact Person regarding the submittal, evaluation, and selection processes set out in this EOI as follows:</p> <p>Respondent's Representative:</p> <p>(1) Name;</p> <p>(2) Employer;</p> <p>(3) Mailing/Courier Address;</p> <p>(4) Telephone No.;</p> <p>(5) E-mail address; and</p> <p>(6) Website address.</p>   |
| 1.3 | Project Experience of Respondent Team Lead (SOI Submittal Form C-1) | <p>(1) Provide a completed SOI Submittal Form C-1 for no more than ten Reference Projects (at least one Reference Project must have recently reached financial close), which may include:</p> <p style="padding-left: 40px;">(a) Courthouse projects, including DBfOM or other alternative delivery structures;</p> <p style="padding-left: 40px;">(b) Any other public social infrastructure projects, both U.S. and non-U.S.; and</p> <p style="padding-left: 40px;">(c) Other long-term partnership arrangements.</p> <p>Note that more current Reference Projects, particularly those that reached financial close, may be considered to have greater relevance than older ones.</p> <p>(2) Based on the Reference Projects demonstrated to be most relevant to this subsection, describe the Respondent Team Lead's experience and capability with the following:</p> |

|     |                 |   |
|-----|-----------------|---|
|     |                 | <ul style="list-style-type: none"> <li>(a) Developing and managing large facilities and programs similar in scope and size to the Project;</li> <li>(b) Assembling and managing multi-disciplinary teams during all project phases;</li> <li>(c) Performing demolition services; and</li> <li>(d) Managing DBfOM or other alternative delivery arrangements including: <ul style="list-style-type: none"> <li>(i) Managing project risks over the life of the Reference Project;</li> <li>(ii) Managing contractors in performing complex design-build contracts;</li> <li>(iii) Managing contractors in performing facilities management, operations and maintenance contracts;</li> <li>(iv) Working with the owner, local authorities, regulatory agencies and third parties to address issues as they arise including regulatory approvals and operating permits for Similar Projects;</li> <li>(v) Stakeholder relations, specifically in regard to government relations, community relations, and media relations;</li> <li>(vi) Meeting performance guarantees, including the response to potential major contract breaches; and</li> <li>(vii) Experience and ability in securing competitively priced financing.</li> </ul> </li> </ul> <p>The response to this Section 1.3 shall be a maximum of 20 pages, in addition to the SOI Submittal Form C-1 submittal which shall be no more than two pages per reference project.</p> |
| 1.4 | Key Individuals | <ul style="list-style-type: none"> <li>(1) Describe the role and responsibilities of each Key Individual for the Project.</li> <li>(2) Provide a resume for each Key Individual which shall include their name, professional qualifications/designations and a summary of education. Each resume is limited to one page. Up to 20 resumes may be provided.</li> <li>(3) Provide the following additional information:</li> </ul>  |

|           |   |  |
|-----------|---|--|
|           |   | <p>(a) References (with contact details including name, title, role, telephone numbers, email addresses and mailing address) for at least two relevant projects where the Key Individual served in a role related to his/her proposed role on the Project within the past five years. By providing this information you are authorizing the County and its representative to contact these individuals for all purposes including gathering information and documentation in connection with this EOI; and</p> <p>(b) Provide, to the extent not provided in the resume, a list of relevant Similar Projects, which may include Reference Projects, and positions held within the past ten years, in chronological order, providing a brief description of the role and responsibility of each.</p> <p>(4) Describe the percentage of availability of each Key Individual to undertake the Project (i.e. procurement, design and construction, commissioning and facilities management) in relation to current and anticipated commitments to other projects the will proceed at the same time as the Project and identify those other projects.</p> |
| 1.5       | Reference Projects (SOI Submittal Form C-1)                     | Provide completed SOI Submittal Form C-1 for Reference Projects. Each Respondent Team member shall identify a maximum of ten Reference Projects as and to the extent required to furnish the Reference Project-related information required by this Package 1. It is anticipated that many Reference Projects will serve the purpose of demonstrating qualifications in multiple areas. Reference Projects may also overlap between Respondent Team members.   |
| 1.6       | Additional Respondent Team Information (SOI Submittal Form C-4) | Provide completed SOI Submittal Form C-4 for each Respondent Team member.  |
| <b>2.</b> | <b>Respondent Team Finance Members</b>                          |  |

|                  |   |  |
|------------------|---|--|
| <p>2.1</p>       | <p>Experience of Respondent Team Finance Member and other Respondent Team Finance Members, such as investment bankers or project finance advisors, in raising or providing Project finance (SOI Submittal Form C-2)</p> | <p>Provide a copy of the material provided in Section F-5 of Package 2.</p>  |
| <p><b>3.</b></p> | <p><b>Respondent Team Design Members</b></p>  |  |
| <p>3.1</p>       | <p>Design Qualifications and Experience</p>   | <p>Based on the Reference Projects demonstrated to be most relevant to this subsection, describe the design team’s experience and capability with the following:</p> <ul style="list-style-type: none"> <li>(1) Designing Similar Projects delivered through DBfOM or other alternative delivery contract structure similar to the Project;</li> <li>(2) Addressing safety issues related to the design of Similar Projects;</li> <li>(3) Public engagement and consultation experience with the community;</li> <li>(4) Planning and executing a collaborative design development process with multiple user groups under a DBfOM or other alternative delivery contract, including: <ul style="list-style-type: none"> <li>a. A description of the consultative tools and procedures; and</li> <li>b. How the tools and procedures were utilized to affect a desired outcome;</li> </ul> </li> <li>(5) Designing IT and security systems for projects of similar complexity;</li> <li>(6) Working with the owner, local authorities, regulatory agencies and third parties to address issues as they arise including regulatory approvals and permits for Similar Projects;</li> </ul> |

|           |   |   |
|-----------|---|---|
|           |   | <p>(7) Working effectively with the contractor team including incorporating a full lifecycle view on design and construction; and</p> <p>(8) Coordinating and integrating design and construction amongst disciplines and demonstrating ongoing quality control.</p> <p>Maximum page limit is ten pages.</p>  |
| <b>4.</b> | <b>Respondent Team Construction Members</b> |   |
| 4.1       | Construction Qualifications and Experience  | <p>Based on the Reference Projects demonstrated to be most relevant to this subsection, describe the construction team's experience and capability with the following:</p> <ol style="list-style-type: none"> <li>(1) Constructing Similar Projects delivered through a DBfOM or other alternative delivery contract structure similar to the Project;</li> <li>(2) Coordinating design and construction among disciplines and demonstrating ongoing quality control, traffic and environmental health and safety management;</li> <li>(3) Establishing construction safety programs on public works projects and job sites (include the experience modification rate in each of the last three years, current workers compensation rate, and construction safety records);</li> <li>(4) Implementing complex IT and security systems for Similar Projects;</li> <li>(5) Integrating design and facility maintenance with construction, including working effectively with the design team, facility maintenance provider and owner;</li> <li>(6) Performing demolition services;</li> <li>(7) Coordinating and consulting with local community and government to minimize construction impacts on adjacent residences and businesses (including traffic impacts);</li> <li>(8) Delivering projects on time and on budget;</li> <li>(9) Incorporating a full lifecycle view on design and construction; and</li> <li>(10) Maintaining harmonious labor relations and complying with applicable labor laws.</li> </ol> <p>Maximum page limit is ten pages.</p> |

|                  |   |   |
|------------------|---|---|
| <p><b>5.</b></p> | <p><b>Respondent Team Facilities, Management, Operations and Maintenance Provider</b></p> |   |
| <p>5.1</p>       | <p>Facilities, Management, Operations and Maintenance Qualifications and Experience</p>   | <p>Based on the Reference Projects demonstrated to be most relevant to this subsection, describe the facilities management, operations and maintenance team’s experience and capability with the following:</p> <ol style="list-style-type: none"> <li>(1) Planning, developing and implementing operations in Similar Projects;</li> <li>(2) Meeting specified performance standards, stakeholder, safety and environmental requirements over the long term;</li> <li>(3) Success at integrating facility operations and maintenance considerations with design and construction considerations over a long-term relationship including working with contractors and subcontractors and owner;</li> <li>(4) Developing and managing quality management plans and systems;</li> <li>(5) Performance monitoring and management, including:             <ol style="list-style-type: none"> <li>a. Development and implementation of performance monitoring programs; and</li> <li>b. Examples of recent performance monitoring reports from Reference Projects;</li> </ol> </li> <li>(6) Maintaining IT and security systems for projects of similar complexity;</li> <li>(7) Planning and implementing multi-year (up to 30 years) maintenance, repair, replacement and lifecycle management programs, taking into account end of term considerations as they relate to overall asset condition and hand back requirements;</li> <li>(8) Meeting performance specifications, including the response to any potential major contract breaches; and</li> <li>(9) Maintaining harmonious labor relations and complying with applicable labor laws.</li> </ol> <p>Information shall include experience with staffing approaches, O&amp;M and preventive maintenance programs, repair and replacement programs, permit and contract compliance, facility upkeep, length of time operating the</p> |

|           |   |   |
|-----------|---|---|
|           |   | <p>project, and overall performance for meeting any performance guarantees, and project reliability and availability.</p> <p>Maximum page limit is 15 pages.</p>  |
| <b>6.</b> | <b>Technologies</b>                       |   |
|           |   | <p>Respondent shall provide a description of any specific building systems technology anticipated to be offered.</p> <p>Maximum page limit is four pages.</p>   |
| <b>7.</b> | <b>Project Understanding and Approach</b> |   |
|           |   | <p>In a maximum of eight pages, describe:</p> <ol style="list-style-type: none"> <li>(1) Key considerations for the Project under the headings of “Challenges,” “Risks” and “Opportunities,” that the Respondent deems important to the success of the Project and achieving the County’s objectives;</li> <li>(2) Respondent’s courthouse design methodology;</li> <li>(3) With reference to the organization charts provided herein, describe how the Respondent Team is uniquely suited to address the considerations identified above, including overall approach to managing, executing and implementing the Project.</li> </ol> |

**Package 2 – Financial Qualifications**

| <b>Section No.</b> | <b>Title</b>                                | <b>Contents</b>  |
|--------------------|---|--|
| F-1                | Financial Capacity (SOI Submittal Form C-3) | <p>(1) <u>Financial Statements</u>. Provide financial statements for the three most recent Fiscal Years (FY) and interim financial statements since the last fiscal year for which audited statements were provided for each Respondent Team member.</p> <p>To the extent that any Respondent Team member has provided a Guarantor for their obligations under the Project Agreement, only the financial statements of the Guarantor are required to be submitted.</p> <p>The following are the required financial statements:</p> <ul style="list-style-type: none"> <li>• Opinion letter (auditor’s report);</li> <li>• Balance sheet;</li> <li>• Income statement;</li> <li>• Statement of changes in cash flow; and</li> </ul> |

|  |  |  |
|--|--|--|
|  |  | <ul style="list-style-type: none"> <li>• Footnotes.</li> </ul> <p>In addition, the financial statements must meet the following requirements:</p> <ul style="list-style-type: none"> <li>• For US entities, prepared in accordance with US Generally Accepted Accounting Principles (GAAP) and audited by a Certified Public Accountant (CPA). For non-US entities, prepared in accordance with International Financial Reporting Standards (IFRS) and audited by a CPA equivalent.</li> <li>• If any entity provides financial statements prepared in accordance with principles other than US GAAP or IFRS, a letter must be provided from a certified public accountant, or equivalent, discussing the areas of the financial statements that would be affected by a conversion to US GAAP or IFRS.</li> <li>• If audited financials are not available for a member of the Respondent Team for which financial information is required to be submitted, the SOI must include unaudited financials for such member, certified as true, correct, and accurate by the Chief Financial Officer (CFO) or treasurer of the entity. If any entity required to submit financial statements is a newly formed entity and does not have independent financial statements, such entity shall expressly state that it is a newly formed entity and does not have independent financial statements meeting the requirements above and shall provide financial statements otherwise consistent with those required hereby for each of its shareholders/equity members.</li> <li>• If the Respondent, a Respondent Team member, or any other entity for which financial information is submitted as required hereby files reports with the Securities and Exchange Commission (SEC), then such entity must provide electronic links to the most recently filed Forms 10-K, 10-Q and 8-K for all such reporting entities in lieu of hard copies.</li> <li>• Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must be accompanied with the original financial statement information.</li> <li>• If financial statements are not available in US dollars, the Respondent or a Respondent Team</li> </ul> |
|--|--|--|

|  |  |  |
|--|--|--|
|  |  | <p>member must include summaries of the income statement, balance sheet and cash flow statement for the applicable time periods converted to US dollars. If financial statements are converted from a foreign currency into US dollars, the conversion method(s) must be explained in an attachment and must be reasonable. Translation at the average period rate for income statements and cash flow statements, and period end rate for balance sheet statements, shall be appropriate.</p> <p>(2) <u>Financial Information Summary</u>. The Respondent shall complete SOI Submittal Form C-3 (Financial Information Summary) for each of the (i) Respondent Team Lead; (ii) the Equity Provider; (iii) the Design Lead; (iv) the Construction Lead; and (v) the Facilities Management, Operations and Maintenance Lead. If design work and construction work will be carried out by an integrated design-build firm, include the SOI Submittal Form C-3 for the design-build firm.</p> <p>(3) <u>Non-Investment Fund Equity Letter of Support</u>. If an Equity Provider is proposing the funding of an equity commitment through the use of funds other than internal resources, financial statements and a completed SOI Submittal Form C-3 (Financial Information Summary) must be provided as described above for the corporate entity supplying the capital. In addition, the Respondent must provide a one-page letter from the chief executive officer, chief financial officer, or treasurer of the corporate entity that certifies the following:</p> <ul style="list-style-type: none"> <li>(a) Where and how the equity commitment will be sourced;</li> <li>(b) A description of how competing allocation and capacity issues are considered between several project opportunities the entity pursues simultaneously;</li> <li>(c) The investment amount and type meets all corporate strategy and investment policy requirements; and</li> <li>(d) The approval process for such equity investment, including completed to-date and remaining approval milestones required to commit to and fund the required equity commitment for the Project.</li> </ul> |
|--|--|--|

|     |   |  |
|-----|---|--|
|     |   | <p>(4) <u>Investment Fund Equity Letter of Support</u>. For any Equity Provider that is an investment fund, the specific fund must be stated. If an Equity Provider is a general partner that manages multiple funds, it must specifically identify from which fund it intends to ultimately source the equity investment for the Project and provide the required financial information for that specific investment fund. Additionally, for entities that are fund managers of an investment fund, financial statements must be provided for the fund manager, the limited partnership(s) constituting the investment fund and the general partner(s) of the investment fund. In addition, the Respondent must provide a one-page letter from the chief executive officer, chief financial officer or treasurer of the investment fund that certifies the following:</p> <ul style="list-style-type: none"> <li>(a) The investment capacity of the fund;</li> <li>(b) The ownership structure of the various entities in the hierarchy of the fund;</li> <li>(c) The investment criteria of the fund and confirmation that the anticipated investment amount and investment type are permitted under the criteria;</li> <li>(d) The approval process for such equity investment; and</li> <li>(e) The description of recent material changes in the organization of the fund.</li> </ul> <p>(5) <u>Credit Ratings</u>. Credit ratings, including downgrades in the last five years, must be supplied by each of (i) the Respondent Team Lead; (ii) the Equity Provider; (iii) the Design Lead; (iv) the Construction Lead; and (v) the Facilities Management, Operations and Maintenance Lead, to the extent such entities have credit ratings. If no credit ratings exist, include an express statement that no credit ratings exist for the entity. If design work and construction work will be carried out by an integrated design-build firm, include such information for the design-build firm.</p> |
| F-2 | Material Changes in Financial Condition | <p>Information regarding any material changes in financial condition for the past five years or anticipated in the future must be provided for each Respondent Team member.</p> <p>If no material change has occurred and none is pending, the Respondent or a Respondent Team member, as applicable, shall provide a letter from its CFO or treasurer</p>   |

|  |  |   |
|--|--|---|
|  |  | <p>so certifying. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance, and the projected full extent of changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity will be provided separately for each material change as certified by the CFO or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.</p> <p>Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.</p> <p>Representative Material Changes include the following:</p> <ol style="list-style-type: none"> <li>(1) An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;</li> <li>(2) A change in tangible net worth of 10% of net assets;</li> <li>(3) A sale, merger or acquisition exceeding 10% of the value of net assets prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;</li> <li>(4) A change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;</li> <li>(5) Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;</li> </ol> |
|--|--|---|

|     |                                  |  |
|-----|----------------------------------|--|
|     |                                  | <p>(6) In the current and three most recent completed fiscal years, the affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then net assets due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity;</p> <p>(7) Any material litigation or other material adverse proceedings that are still outstanding and may affect the Respondent Team’s ability to perform its obligations in relation to the Project; and</p> <p>(8) Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a material change in financial condition over the past three years or may be pending for the next reporting period.</p> |
| F-3 | Off-Balance Sheet Liabilities    | <p>Provide a letter from the CFO or treasurer of the entity or the certified public accountant for each entity for which financial information is submitted, identifying as applicable each material off-balance sheet liability and its associated dollar amount and providing explanation for off-balance sheet treatment. References to the notes in the financial statements are not sufficient to address the requirement to identify off-balance sheet liabilities. If no off-balance sheet liabilities exist, the CFO or treasurer of the entity or the certified public accountant for the entity shall provide a letter so certifying.</p>  |
| F-4 | Guarantor Letter of Support      | <p>If a member of the Respondent Team is expecting to utilize the support of another party to fulfill their commitments under the Project Agreement, the member must submit a Guarantor letter of support signed by a parent company officer, confirming its intention to provide support to the Respondent. The letter should indicate the relationship between the Guarantor and the member of the Respondent Team, confirm that it will provide the necessary financial support and other resources necessary to support the member’s participation in the procurement process and in the execution of the Contract Services, and guarantee the member’s obligations under the Project Agreement.</p>   |
| F-5 | Private Project Financings (SOI) | <p>Provide a completed SOI Submittal Form C-2, providing information regarding a maximum total of ten projects that demonstrate the experience of the Respondent Team</p>  |

|            |                                   |   |
|------------|-----------------------------------|---|
|            | <p>Submittal Form C-2)</p>        | <p>with developing and implementing a plan of finance for DBfOM or other alternative delivery projects of similar scope and complexity to the Project. SOI Submittal Form C-2 must be no more than two pages per project.</p> <p>For each project listed on SOI Submittal Form C-2, the Respondent Team shall also provide a project description. The project descriptions shall not exceed ten pages in total. The description should, at a minimum, include the following:</p> <ol style="list-style-type: none"> <li>(1) Description of the project;</li> <li>(2) Contract term;</li> <li>(3) Current status of the project;</li> <li>(4) Payment mechanism, in a level of detail sufficient to demonstrate how the payments are calculated (including availability payments, revenue share, transaction fees, etc.);</li> <li>(5) Size and types of financing;</li> <li>(6) Financing structure; and</li> <li>(7) Respondent’s size and share of equity investment in the project.</li> <li>(8) If the Reference Project’s financing is from a country other than the United States of America, how that experience is relevant to financing in the U.S. market.</li> </ol> <p>These descriptions shall illustrate specific experience with the following:</p> <ol style="list-style-type: none"> <li>(1) Demonstrated success in reaching financial close for projects of similar scope and complexity to the Project;</li> <li>(2) Experience in structuring and securing equity commitments for Similar Projects, including from internal sources, investment funds or other external sources; and</li> <li>(3) Demonstrated readiness, flexibility and availability to invest equity in the Project.</li> </ol> <p>Respondents are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, the County may elect to exclude the experience represented by that project in determining the Respondent’s qualifications.</p> |
| <p>F-6</p> | <p>Conceptual Private Project</p> | <p>Include a summary of the major factors that will be considered in the development of a finance plan for the</p>  |

|  |                             |  |
|--|-----------------------------|--|
|  | <p>Financing Discussion</p> | <p>Project, including at a minimum a discussion of the following topics:</p> <ol style="list-style-type: none"> <li>(1) Broadly describe the finance plan structure you may develop for the Project, including a discussion of expected debt and equity financing sources, including their availability for the Project, the risks of securing such commitments and the status of any anticipated or known commitments.</li> <li>(2) Describe your approach to securing credit ratings, credit commitments and a summary of the key credit strengths and weaknesses of the Project.</li> <li>(3) Description and discussion of the availability of security, bonding, insurance or parent company guaranties that may be required to successfully finance the Project.</li> <li>(4) Provide an overview and timing of the key milestones (including financial close), potential challenges in reaching financial close and achieving these milestones, and proposed strategies to mitigate such challenges.</li> </ol> |
|--|-----------------------------|--|

**Package 3 – Supplemental Information Submittal**

| <b>Section No.</b> | <b>Title</b>                     | <b>Contents</b>   |
|--------------------|----------------------------------|---|
| S-1                | Foreign Services Disclosure Form | Provide all information required in Attachment D.                                 |
| S-2                | Project Concept Comments         | Provide any comments on Project Concepts, as described in Section 6.3 of the EOI. |

**ATTACHMENT B**  
**TRANSMITTAL LETTER**

**Attachment B**  
**HOWARD COUNTY, MARYLAND**  
**COURTHOUSE PROJECT**

***Transmittal Letter***

(To be typed on Respondent’s Letterhead)

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

Howard County Office of Purchasing  
6751 Columbia Gateway Drive, Suite 501  
Columbia, Maryland 21046  
Attention: Dean Hof

Re: Howard County Circuit Courthouse Project EOI No. 01-2018

\_\_\_\_\_ (the “Respondent”) hereby submits its Statement of Interest (“SOI”) in response to the Request for Expression of Interest for the Howard County Circuit Courthouse Project (“EOI”) as amended.

As a duly authorized representative of the Respondent, I hereby certify, represent, and warrant, on behalf of the Respondent team, as follows in connection with the SOI:

1. The Respondent acknowledges receipt of the EOI and the following addenda:

| <u>No.</u> | <u>Date</u> |
|------------|-------------|
| _____      | _____       |
| _____      | _____       |
| _____      | _____       |

2. The submittal of the SOI has been duly authorized by, and in all respects is binding upon, the Respondent. Attachment B-1 to this Transmittal Letter is a Certificate of Authorization which evidences my authority to submit the SOI and bind the Respondent.

3. The Respondent has completely reviewed and understands and agrees to be bound by the requirements of the EOI, including all addenda thereto.

4. All information and statements contained in the SOI are current, correct and complete, and are made with full knowledge that the County will rely on such information and statements in determining whether to pre-qualify the Respondent in accordance with this EOI.

5. The SOI has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the EOI.

6. Neither the Respondent, any Respondent Team member nor any guarantor of any Respondent Team member is currently suspended or debarred from doing business with any governmental entity.

7. The Respondent and all Respondent Team members have read and understand Attachment E to the EOI, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter and Section 22.204 of the Howard County Code dealing with conflicts of interest; and accordingly, the Respondent and Respondent Team members have (i) not been a party to an agreement to bid a fixed or uniform price, (ii) not offered nor will offer any gratuity to any County official or employee; and (iii) not violated any fair employment provision; all in accordance with the Howard County Charter and Code provisions set forth in Attachment E.

8. The Respondent and all Respondent Team members have reviewed all of the engagements and pending engagements of the Respondent and Respondent Team members, and no potential exists for any conflict of interest or unfair advantage.

9. No person or selling agency has been employed or retained to solicit the award of the Project Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Respondent.

10. If the Respondent is short-listed, the Respondent intends to participate in the RFP and Proposal process.

11. The principal contact person who will serve as the interface between the County and the Respondent for all communications is:

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 COMPANY: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
  
 PHONE \_\_\_\_\_  
 E-MAIL: \_\_\_\_\_

12. The key technical and legal representatives available to provide timely response to written inquiries submitted, and to attend meetings requested by the County are:

Technical Representative:

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 COMPANY: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
  
 PHONE \_\_\_\_\_  
 E-MAIL: \_\_\_\_\_

Legal Representative:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
  
PHONE \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

\_\_\_\_\_  
Name of Respondent

\_\_\_\_\_  
Name of Designated Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Notary Public)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me appeared \_\_\_\_\_, personally known to me to be the person described in and who executed this Transmittal Letter and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed by official seal the day and year last written above.

\_\_\_\_\_  
Notary Public in and for the state of

\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Name printed)

Residing at \_\_\_\_\_

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

**Attachment B-1**

**CERTIFICATE OF AUTHORIZATION\***

I, \_\_\_\_\_, a resident of \_\_\_\_\_ in the State of \_\_\_\_\_, DO HEREBY CERTIFY that I am the Clerk/Secretary of \_\_\_\_\_, a [corporation] duly organized and existing under and by virtue of the laws of \_\_\_\_\_; that I have custody of the records of the [corporation]; and that as of the date of this certification, \_\_\_\_\_ holds the title of \_\_\_\_\_ the [corporation], and is authorized to execute and deliver in the name and on behalf of the [corporation] the Statement of Interest (“SOI”) submitted by the [corporation] in response to the Request for Expression of Interest for the Howard County Circuit Courthouse Project issued on July 11, 2017, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the [corporation] in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the [corporation] this \_\_\_\_ day of \_\_\_\_\_ 2017.

(Affix Seal Here)

\_\_\_\_\_  
Clerk/Secretary

*\* **Note:** Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the SOI. Respondents shall make appropriate conforming modifications to this Certificate in the event that the signatory’s address is outside of the United States.*

**Attachment B-2**

**LICENSES AND CERTIFICATES**

Provide copies of the licenses and certificates of registration for Respondent Team members leading the design and construction efforts.

**ATTACHMENT C**  
**FORMS**

**SOI Submittal Form C-1  
Reference Project Experience**

Provide information requested in Attachment A in a format similar to that shown below. This form may be duplicated for additional Reference Projects. Supplemental sheets may be attached with reference project number and category identified. By providing this information you are authorizing the County and its representative to contact any references provided below for all purposes including gathering information and documentation in connection with this EOI.

|  |  |  |   |
|--|--|--|---|
| Project Name:  |  |  | Reference Project No.:                    |
| Type of Project:   | <input type="checkbox"/> Design                        | <input type="checkbox"/> Construction                          | <input type="checkbox"/> Design-Build     |
|  | <input type="checkbox"/> Design-Build-Operate-Maintain | <input type="checkbox"/> Design-Build-Finance-Operate-Maintain | <input type="checkbox"/> Other            |
| Name of Respondent Team Member (Indicate Role on Project):               | <input type="checkbox"/> Design                        | <input type="checkbox"/> Construction                          | <input type="checkbox"/> Operate-Maintain |
|  | <input type="checkbox"/> Finance                       | <input type="checkbox"/> Other                                 |   |
| Description of Respondent Team Member Role:                              |  |  |   |
| Name of Respondent Team Member (Indicate Role on Project) <sup>1</sup> : | <input type="checkbox"/> Design                        | <input type="checkbox"/> Construction                          | <input type="checkbox"/> Operate-Maintain |
|  | <input type="checkbox"/> Finance                       | <input type="checkbox"/> Other                                 |   |
| Description of Respondent Team Member Role:                              |  |  |   |
| A. Applicability and relevance of referenced project to the Project:     |  |  |   |

<sup>1</sup> Repeat rows as necessary for additional Respondent Team Members on the Reference Project.

|    |   |
|----|---|
| B. | Key Individuals proposed for the Project who worked on the Reference Project (and provide a brief description of their role): |
| C. | Other key participants (firms):   |
| D. | Team Structure, management description:   |
| E. | Client/Owner:   |
| F. | Location of project:  |
| G. | Current status of project (design, construction, or facilities management phase) and number of years of operation:            |
| H. | Description of project (Capital value, size, scope and complexity, including purpose of facility):                            |
| I. | Original and final construction contract amount:  |
| J. | Percent change orders through construction and cause:   |
| K. | Sources of funding:   |
| L. | History of compliance with permit conditions and performance guarantees (if any):   |

|  |
|--|
| M. Description of any innovation employed on project:  |
| N. Key project contact of Client/Owner (Name, address, telephone, e-mail):   |
| O. Key project contact of Respondent Team Member (Name, address, telephone, e-mail):   |
| P. If the project involved a joint venture, identify the joint venture partner(s) and discuss the breakdown of responsibility between the parties: |

**SOI Submittal Form C-2**  
**Project Finance Experience Table**

Provide information requested in Attachment A in a format similar to that shown below. This form may be duplicated for additional Reference Projects. Supplemental sheets may be attached with reference project number and category identified. By providing this information you are authorizing the County and its representative to contact any reference provided below for all purposes including gathering information and documentation in connection with this EOI.

|    |  |
|----|--|
| A. | Name of Respondent Team Member:  |
| B. | Role of Respondent Team Member in Project:   |
| C. | Project name:  |
| D. | Project description (Capital value, size, scope and complexity, including purpose of facility):                    |
| E. | Location of project:   |
| F. | Current status of project (design, construction, or facilities management phase) and number of years of operation: |
| G. | Overall Project capital cost (US\$):   |
| H. | Type and amount of finance raised or provided by Respondent Team Member:   |
| I. | Key project contact of Client/Owner (Name, address, telephone, e-mail):  |

J. Key project contact of Respondent Team Member (Name, address, telephone, e-mail):

K. Indicate if this project was taxable or tax-exempt:

L. If the project involved a joint venture, identify the joint venture partner(s) and discuss the breakdown of responsibility between the parties:

**SOI Submittal Form C-3  
Financial Information Summary<sup>1</sup>**

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

Project Role: \_\_\_\_\_

|                            |   | <b>2016<br/>(Year End)</b> | <b>2015<br/>(Year End)</b> | <b>2014<br/>(Year End)</b> |
|----------------------------|---|----------------------------|----------------------------|----------------------------|
| <b>Income Statement</b>    |   |                            |                            |                            |
| A                          | Gross Revenues  |                            |                            |                            |
| B                          | Cost of Sales   |                            |                            |                            |
| C                          | Gross Profit (A-B)  |                            |                            |                            |
| D                          | Operating Expenses  |                            |                            |                            |
| E                          | Earnings Before Interest and Taxes                                |                            |                            |                            |
| F                          | Interest  |                            |                            |                            |
| G                          | Taxes   |                            |                            |                            |
| H                          | Earnings Before Interest, Taxes,<br>Depreciation and Amortization |                            |                            |                            |
| <b>Balance Sheet</b>       |   |                            |                            |                            |
| A                          | Current Assets  |                            |                            |                            |
| B                          | Inventories   |                            |                            |                            |
| C                          | Goodwill/Intangibles  |                            |                            |                            |
| D                          | Total Assets  |                            |                            |                            |
| E                          | Current Liabilities   |                            |                            |                            |
| F                          | Short-Term Debt   |                            |                            |                            |
| G                          | Long-Term Debt  |                            |                            |                            |
| H                          | Total Liabilities   |                            |                            |                            |
| <b>Cash Flow Statement</b> |   |                            |                            |                            |
| A                          | Cash Flow From Operations   |                            |                            |                            |

|              |   |  |  |  |
|--------------|---|--|--|--|
| B            | Net Cash Flow from Investing Activities   |  |  |  |
| C            | Net Cash Flow from Financing Activities   |  |  |  |
| D            | End of Year Cash and Cash Equivalents   |  |  |  |
| <b>Other</b> |   |  |  |  |
| A            | Financial Statement Currency  |  |  |  |
| B            | USD: Local Currency Exchange Rate   |  |  |  |
| C            | Ratings (e.g. Fitch Ratings, Moody's Investors Service, and S&P Global Ratings) |  |  |  |

<sup>1</sup> Express in millions (000,000) of US dollars. Where applicable, companies should indicate the conversion to US dollars, using the average periods' exchange rate for income statements and cash flow statements, and for period end exchange rate for balance sheet times. The local currency and exchange rate used should be identified, if applicable.

**SOI Submittal Form C-4  
Additional Respondent Team Information**

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

Name of Respondent Team Member: \_\_\_\_\_

Respondent Team Member Role (e.g., Design Lead): \_\_\_\_\_

1. **Debarment Status** – Has the Respondent Team Member, or any affiliate\*, ever been the subject of any of the following actions:

- |   |              |
|---|--------------|
| a) Debarment (state, local, federal or foreign) | Yes___ No___ |
| b) Deletion from a Prequalified Bidders List    | Yes___ No___ |
| c) Other action which resembles debarment       | Yes___ No___ |

If yes, provide details:

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

2. **Bonding Capacity/Statement** – If applicable, attach a signed statement from the Respondent Team Member’s surety stating that, based on present circumstances, the surety will provide performance and payment bonds for the Respondent Team Member in connection with the Project.

Total bonding capacity \$ \_\_\_\_\_

Available bonding capacity \$ \_\_\_\_\_

3. **Claims/Final Resolution/Judgments** – Have any of the following actions occurred on, or in conjunction with, any project performed by the Respondent Team Member, any affiliate\*, or their officers, partners or directors, whether currently pending or concluded, in the last five years?

- |   |              |
|---|--------------|
| a) Legal action implemented by the Respondent Team Member against owner         | Yes___ No___ |
| b) Legal action implemented by the Respondent Team Member against subcontractor | Yes___ No___ |
| c) Legal action implemented by owner  | Yes___ No___ |
| d) Legal action implemented by subcontractor                                    | Yes___ No___ |
| e) Settlement or close-out agreement in effect with owner                       | Yes___ No___ |
| f) Judgments  | Yes___ No___ |
| g) Arbitrations and other dispute resolutions                                   | Yes___ No___ |

If the answer to any of items a) through g) above is yes, provide details on a separate sheet for each instance which could adversely affect the Respondent Team Member’s financial position or ability to honor its contractual commitments to the County. If the answer to any item is yes but will not adversely affect the Respondent Team Member’s financial position or ability to honor its contractual commitments to the County, please make a statement to that effect.

4. **Contract Related Offenses** – Has the Respondent Team Member or any affiliate\* or any current officer thereof, been indicted or convicted of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract-related crimes or violations or any other felony or serious misdemeanor within the past five years?

Yes\_\_\_ No\_\_\_

If yes, provide details:

---

---

---

5. **Termination, Breach or Default** – Within the last five years, has the Respondent Team Member been (i) terminated for cause (including for default or breach), or (ii) been disqualified, removed or otherwise declared in material breach or default of any contract by a public agency?

Yes\_\_\_ No\_\_\_

If yes, provide details:

---

---

---

6. **Bankruptcy** – Has the Respondent Team Member, or any affiliate\* ever sought protection under any provision of any bankruptcy act?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

---

---

---

7. **Liquidated Damages Assessment** – Has the Respondent Team Member been assessed liquidated damages in the past five years on a contract?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

---

---

---

8. **Performance Bond Implementation** – If applicable, within the last five years has the Respondent Team Member ever required any performance bond surety company

to complete, or arrange for completion (take-over), of any contract originally awarded to the Respondent Team Member?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

---

---

---

9. **Release from Bid** – Has the Respondent Team Member filed a request to be released from a bid on a contract within the last five years?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

---

---

---

10. **Failure to Execute a Contract** – Has the Respondent Team Member ever been awarded a contract in which it failed to execute the contract? This would include: the Respondent Team Member not signing the contract documents; an inability of the Respondent Team Member to obtain insurance or bond requirements; or failure of the Respondent Team Member to submit required forms and attestations.

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

---

---

---

11. **Convictions and Fines** – Has the Respondent Team Member incurred any material convictions or fines for violation of any state or federal law in the past five years?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

---

---

---

12. **Safety** – In the past five years has any project performed or managed by the Respondent Team Member or, to the knowledge of the undersigned, any affiliate\*

involved repeated or multiple failures to comply with safety rules, regulations, or requirements?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

---

---

---

13. **Labor Law** – In the past five years has the Respondent Team Member or any affiliate\* been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Maryland Department of Labor, Licensing and Regulation (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing labor law?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

---

---

---

14. **Fair Employment Practices** – In the past five years has the Respondent Team Member or any affiliate\* been found, adjudicated, or determined by any federal or state court or agency to have violated any law or Executive Orders relating to employment discrimination or affirmative action, or unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

---

---

---

15. **Wage Requirements** – In the past five years has the Respondent Team Member or any affiliate\* been found, adjudicated, or determined by any federal or state court or agency to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages or living wages (including, but not limited to, payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

Yes\_\_\_ No\_\_\_

If yes, please explain the circumstances:

---

---

---

---

16. **LEED Certification** – Has the Respondent Team Member worked on or completed any projects that earned a LEED Certification of Silver or better?

Yes\_\_\_ No\_\_\_

If yes, please list the project and LEED Certification achieved:

---

---

---

---

\*The term “affiliate” includes parent companies, subsidiary companies, joint venture members and partners in which the entity has more than a 15% financial interest.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Respondent Team Member’s official representative:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT D**  
**FOREIGN SERVICES DISCLOSURE FORM**

**HOWARD COUNTY, MARYLAND  
OFFICE OF PURCHASING  
FOREIGN SERVICES DISCLOSURE FORM  
FOR  
CONSTRUCTION-RELATED SERVICES, ARCHITECTURAL SERVICES,  
ENGINEERING SERVICES AND ENERGY PERFORMANCE CONTRACT SERVICES  
OF \$2 MILLION OR MORE**

Section 12-111 of the Maryland State Finance and Procurement Article requires bidders to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services with an estimated value of \$2 million or more. The provision requires bidders to disclose:

1. Whether the bidder or any contractor that the bidder will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
2. If the services under the contract are anticipated to be performed outside the United States;
  - i. Where the services will be performed; and
  - ii. The reasons why it is necessary or advantageous to perform the services outside the United States.

Indicate below whether or not the bidder has information to disclose.

- [ ] The bidder has **no** plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
- [ ] The bidder has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
- i. The services will be performed in the following location: \_\_\_\_\_
  - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): \_\_\_\_\_

The contents of the disclosure form are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Company Name (Bidder)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Est. 09/25/2013

\_\_\_\_\_  
Title

**ATTACHMENT E**

**HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS**

## Attachment E

### HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

#### ***Charter Section 901. Conflict of Interest.***

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or

by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

*Code Section 4.119. Ethics and Fair Employment Practices.*

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "Human Rights" of Title 12 of the Howard County Code, Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent

---

progress payment or final payment until such written certification is presented to the county purchasing agent.

**Code Section 22.204. - Prohibited Conduct and Interests.**

(a) **Participation Prohibitions.**

(1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:

(i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.

(ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:

a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;

b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;

c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;

d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;

e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or

f. A business entity that:

1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and

2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(2) A person who is disqualified from participating under paragraph (1). of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:

(i) The disqualification leaves a body with less than a quorum capable of acting;

(ii) The disqualified official or employee is required by law to act;

or

(iii) The disqualified official or employee is the only person authorized to act.

(3) The prohibitions of paragraph (1) of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

(1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

(i) Be employed by or have a financial interest in any entity:  
a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or

b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or

(ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.

(2) The prohibitions of paragraph (1) of this subsection do not apply to:

(i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;

(ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;

(iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or

(iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

(1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent

compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

(i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;

(ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;

(iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or

(iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:

a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;

b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or

c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:

a. Meals and beverages consumed in the presence of the donor or sponsoring entity;

b. Ceremonial gifts or awards that have insignificant monetary value;

c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;

d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in

return for the participation of the official or employee in a panel or speaking engagement at the meeting;

e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;

f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;

g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or

h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

**ATTACHMENT F**  
**FORM OF AFFIDAVIT**

**Attachment F**

**FORM OF AFFIDAVIT**

***[NOT TO BE SUBMITTED WITH THE SOI BY RESPONDENTS – THIS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND WILL BE SUBMITTED BY PROPOSERS WITH THEIR PROPOSAL]***

Proposer \_\_\_\_\_

Address \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the  
(Print Signer’s Name) (Print Office Held)

Proposer does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that  
(Month) (Year)

I hold the aforementioned office in the above named Proposer and I affirm the following:

**AFFIDAVIT I**

The Proposer, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Proposer or themselves, to obtain information that would give the Proposer an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Proposer, or themselves, to gain any favoritism in the award of the contract herein.

**AFFIDAVIT II**

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

**AFFIDAVIT III**

Neither I, nor the Proposer, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

**AFFIDAVIT IV**

Neither I, nor the Proposer, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or Subtitle 6 of Title 20 of the State Government Article,

Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended.

**AFFIDAVIT V**

The Proposer:

- i. is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*; or
- ii. is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Proposer's investment activities in Iran.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Rev. 10/25/2016