



COORDINATING COMMITTEE

PUR-1446
REQUEST FOR PROPOSALS REGARDING
QUALIFICATIONS & EXPERIENCE/TECHNICAL PROPOSALS
AND PRICE PROPOSALS FOR
FINANCIAL ADVISOR

The Board of County Commissioners of Washington County, Maryland (the “Board”) is seeking Qualifications & Experience/Technical Proposals and Price Proposals for financial advisory services for Fiscal Years 2020 - 2024.

The Washington County Coordinating Committee will evaluate responses to this request and select those firms judged to be responsive, most qualified and experienced. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications & Experience/Technical Proposals, as well as Price Proposals.

The format for submittals, information regarding the scope of work, and selection criteria used by the Committee are available from the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740-4748, telephone 240-313-2330.

A Pre-Proposal Conference will be held at **10:00 A.M., (EDT/EST) on Tuesday, September 3, 2019** at the Washington County Administration Complex, 100 West Washington Street, Second Floor Room No. 2001, Hagerstown, Maryland. Attendance at this conference is not mandatory but is strongly encouraged.

Interested firms shall submit one (1) original, five (5) copies of submittals and six (6) flash drives of Qualifications & Experience/Technical Proposals enclosed in a sealed opaque envelope marked “**Q & E/Technical Proposal – Financial Advisor**”, and one (1) original, five (5) copies and six (6) flash drives of the Price Proposal enclosed in a separately sealed opaque envelope marked “**Price Proposal – Financial Advisor**” are due into the Office of Rick F. Curry, CPPO - Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740-4748, no later than **4:00 P.M., (EDT/EST), Monday, September 23, 2019**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply in providing the above-required information for the Committee’s review may result in disqualification of that firm.

NOTE: All Proposers must enter the County Administration Building through the front door, 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are now

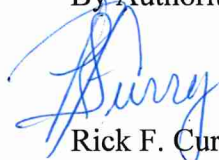
controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administration Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type: Firearms, ammunition and explosive devices; Cutting instruments of any type – including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact 240-313-2330 Voice, TDD Dial 7-1-1 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Conference.

Inquiries regarding this request should be directed to Rick F. Curry, CPPO – Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County reserves the right to accept or reject any and/or all proposals, to waive formalities, informalities, and technicalities therein, and to take whatever action is in the best interest of Washington County. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities, and technicalities in the best interest of Washington County.

The Board of County Commissioners of Washington County, Maryland reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND



COORDINATING COMMITTEE

PUR-1446
REQUEST FOR PROPOSALS REGARDING
QUALIFICATIONS & EXPERIENCE/TECHNICAL PROPOSALS
AND PRICE PROPOSALS FOR
FINANCIAL ADVISOR

August 23, 2019

I. PURPOSE:

- A. The Board of County Commissioners of Washington County, Maryland (the "Board") is seeking proposals from qualified firms for professional services to conduct financial advisory services. This Request for Proposals (RFP) describes the required scope of services, the consultant selection process, and the minimum information that must be included in the proposal. The successful consultant shall provide financial advisory services for an estimated \$85 million in financing over a five (5) year period and other financial advisory services as may be requested.

II. BACKGROUND AND DESCRIPTION:

- A. Washington County is situated in northwestern Maryland, bordered by Pennsylvania to the North and West Virginia to the south. It is bordered on the east by Frederick County, Maryland, and on the west by Allegany County, Maryland. Washington County is approximately 460 square miles in area.
- B. The County is a body corporate and politic that performs all local government functions in Washington County except those performed by the nine incorporated municipalities within Washington County.
- C. An elected five-member Board of County Commissioners governs the County. The Board may only exercise such powers as are conferred upon it by the General Assembly of Maryland, including authorization to issue debt to finance its capital projects. Washington County is currently rated by Moody's at Aa1, Standard and Poor's at AA+, and Fitch at AA+.
- D. Washington County maintains a ten-year capital improvement plan that includes tax-exempt bond financing each year. This long-range financial plan anticipates an average issue over those ten (10) years of \$14,000,000. However, projects and or other circumstances may arise that would cause that average to change.
- E. The County's Audited Financial Statements, Ten-Year Capital Improvement Plan, and the Approved Operating Budgets are available for review in the County Department of Budget and Finance, located at 100 West Washington Street, Room 3100, Hagerstown, Maryland.

III. SCOPE OF SERVICES:

- A. Financial Advisory Services for an estimated \$85 million in financing over a five (5) year period to include:
1. Preparation of bond issues, including recommendations on the size and timing of bond sales; refunding opportunities; structuring of sales on competitive vs. negotiated bonds; bond maturity schedules; provisions for issuance of additional bonds and redemption prior to maturity; call premiums; registration; provision for handling and investment of bond funds; covenants as to the establishment of funded interest or reserve funds; investment procedures; closing instructions; and other matters which may assist in obtaining the lowest practical interest cost and the widest competition for their purchase.
 2. Assistance with preparation and distribution of Preliminary Official Statement, Notice of Sale, Official Statement and other documents and materials required to facilitate all bond sales.
 3. Verification of bond bids on competitive bond issues and review of underwriting proposals for negotiation transactions.
 4. Assistance in the preparation of legal and financing documents in coordination with bond counsel, underwriters counsel, county staff, and others.
 5. Development of rating agency strategy, assist with preparation of rating agency presentation material, schedule meetings with rating agencies, organize and coordinate County and staff rehearsals and presentations, coordinate itinerary for rating agency visits as required with the objective of maintaining and improving, when applicable, the rating assigned to the County. (Out-of-pocket expenses related to these services are not to be included in the annual lump sum fees.)
- B. All firms responding to this proposal shall demonstrate the capabilities and experience to conduct the following scope of services if requested:
1. Formulation of financing plans, including presentations of alternative financial programs and strategies taking into consideration: construction schedules; appropriate debt structures; timing; impact on tax rates and taxpayers; credit ratings; coordination with other issues; new tax laws; assessment of current climate of the capital markets.
 2. Develop and take primary responsibility for quantitative analysis of structuring alternatives for debt issues including sizing, structure, and term of issue, provide computer modeling, comparison of alternatives.
 3. Assist and advise in the development of debt limits, debt service coverage ratios, reserve funds, compliance with debt affordability policies or other debt policies as requested.

4. Assist the County in updating its financial strategies and policies when requested. This includes analyzing short, intermediate and long-term financing options.
5. Be available for consultation to render advice and recommendations regarding all financial aspects of the County as may be requested by the County.
6. Identify policy issues and direction(s) related to effective administration of the Capital Program.
7. Provide general advice on tax issues, particularly compliance with respect to arbitrage rebate, but not including any arbitrage rebate calculations.
8. Develop financial analysis programs and computer models to be used in conjunction with the County's financing programs.
9. Assist with long-term forecasting regarding debt and related issues.
10. Provide pricing analysis and comparisons following bond sale, document pricing results, and provide written report to County with respect to final pricing.
11. Upon request, assist in reviewing and analyzing legislation that may have a financial impact on the County.
12. Assist when conducting surveys of the financial activities of other major government operations and utilities.
13. Review the existing Long Range Financial Plan, provide an analysis of the proposed funding methods and potential options including analysis of the structure of the finance plan, discuss issues or difficulties which may be foreseen and the strategies to deal with such issues.
14. Assist with obtaining required debt authorizations from the legislative body.
15. Attend various meetings, including meetings of the Board of County Commissioners.

IV. TERM OF CONTRACT:

- A. The initial term of this contract is anticipated to be for a one (1) year period tentatively commencing December 1, 2019 and ending November 30, 2020, with an option by the Board to renew for up to four (4) consecutive one (1) year periods thereafter based on the annual lump sum fees proposed by the successful firm. The County reserves the right to terminate the contract at any time upon thirty (30) calendar days' written notice to the firm. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed as determined by the Board.

V. COMPENSATION TO THE CONSULTANT:

- A. The selected Firm shall be compensated annually for his/her services on a contract lump sum basis for each year's bond issue.
- B. The attached Proposal Form (Attachment No. 1) shall be completed and submitted in the exact format as shown.
- C. The County shall pay the Financial Advisor the compensation provided for not later than thirty (30) calendar days after the date of delivery of the Bonds to the purchaser thereof or after the services have been provided. It is understood that the fees for the Bond Counsel, rating service(s) employed, and visits thereto as well as the cost of printing any Official Statement(s) and Bonds approved by the County, all in connection with the issuance and sale of the Bonds, are to be paid separately by the County and are not included in the stated compensation.
- D. In addition to the compensation of the Financial Advisor provided for above, the County shall reimburse the Financial Advisor for out-of-pocket expenses which include travel, subsistence, courier services, telephone, and other expenses incurred by it on behalf of the County, provided, however, that such expenses shall be only those that are determined by the County to be reasonable and appropriate and out of necessity incurred in connection with the services performed under this Agreement. The Financial Advisor shall certify expenses to the County with the submission of invoices from time to time, not more frequently than monthly. Such expenses incurred by Financial Advisor shall be paid by the County not later than thirty (30) calendar days after the date of delivery of Bonds to the purchasers or the services provided thereof.

VI. LIQUIDATED DAMAGES:

- A. Liquidated damages of One Hundred (\$100.00) Dollars per calendar day will be assessed against the Consultant for failure to meet any deadlines as required by the Board.

VII. EXTRA WORK:

- A. The Consultant shall include an hourly rate quotation for each classification of employee to be used when providing these services. These hourly rates shall include all costs such as actual payroll, subsistence, travel, profit and incidentals. In the event that extra work becomes necessary, the County's Chief Financial Officer will furnish to the Consultant a detailed description of all work to be performed and will request that the Consultant establish a "not to exceed" figure for the work.
- B. The Consultant shall invoice the Board for services as outlined and requested herein under Section III.B., based on these specified hourly rates.

- C. Upon the determination of a mutually agreed upon "not to exceed" cost, the Consultant shall proceed with the work and shall invoice the County for the actual person-hours on a monthly basis for all work satisfactorily completed during that period. The Consultant's invoice shall be based on the hourly rates quoted in his/her Proposal. Payment shall be made within thirty (30) calendar days of receipt of an invoice as approved by the County's Office of Budget and Finance.
- D. If a "not to exceed" amount for the extra work cannot be agreed upon, the County's Office of Budget and Finance shall have the right to have the work performed by others or shall have the right to require the Consultant to perform the work on a Force Account basis.

VIII. INSURANCE REQUIREMENTS:

- A. Professional Liability - Consultants must show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions and negligent acts. Evidence of coverage must be provided prior to the beginning of each subsequent year of the contract.
- B. Certificates of Insurance shall be provided as required at no additional cost to the County.

IX. USE OF EXISTING DOCUMENTS:

- A. The County will cooperate to the fullest extent in making available to the Consultant information that currently exists in relation to these services. The County makes no warranty as to the accuracy of the existing information, nor will the County accept any responsibility for errors and omissions that may arise as a result of the Consultant having relied upon them.

X. PRE-PROPOSAL CONFERENCE:

- A. A Pre-Proposal Conference will be held at **10:00 A.M., (EDT/EST) on Tuesday, September 3, 2019** at the Washington County Administration Complex, 100 West Washington Street, Second Floor Conference Room No. 2001, Hagerstown, Maryland. Attendance at this conference is not mandatory but it is strongly recommended.

XI. INSTRUCTIONS FOR SUBMITTING PROPOSALS:

- A. To be considered to perform the requested services, send one (1) original, five (5) copies of submittals and six (6) flash drives of submittals of Qualifications & Experience/Technical information enclosed in a sealed opaque envelope marked **"Q & E/Technical Proposal – Financial Advisor"** concurrently with one (1) original, five (5) copies of submittals and six (6) flash drives of the Price Proposal enclosed in a separately sealed opaque envelope marked **"Price Proposal – Financial Advisor"** to

Rick F. Curry, CPPO, Director of Purchasing
Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street, Third Floor, Suite 3200
Hagerstown, MD 21740

no later than **4:00 P.M., (EDT/EST), Monday, September 23, 2019**. The Price Proposal shall be opened only if the firm is considered qualified and responsive to this request after detailed review of the Q & E / Technical Proposal by the Coordinating Committee. Failure to comply with providing the above-required information and to answer all questions in this RFP for the Committee's review may result in the proposal being deemed non-responsive. Late proposals will be returned unopened if the proposer's return address is shown on the envelope.

- B. Firms interested in providing the services described above are requested to submit the following information, in order specified by sections as indicated below. Please be sure that each section provides answers for specific questions, includes all items requested, and does not exceed the specified page limits. **(DO NOT INCLUDE ANY PRICE INFORMATION IN ANY TRANSMITTAL LETTER NOR IN THE QUALIFICATIONS AND EXPERIENCE / TECHNICAL SUBMITTAL OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.)**

C. **Qualifications & Experience/Technical Submittal**

The Q & E/Technical submittals shall include the professional qualifications and experience of the firm and its technical understanding of the work to be performed. At a minimum, the following points must be addressed in the proposal:

Section 1 – Letter of Transmittal/Executive Summary

Each proposal in the Qualifications and Experience/Technical section shall be accompanied by a letter of transmittal not exceeding two (2) pages that must be typed on the Consultant's letterhead and include the following:

1. The identification of the consultant submitting the proposal.
2. The name, title, telephone number, fax number, and e-mail address of the person or persons authorized to contractually obligate the Consultant's resources with this proposal and in future negotiations.
3. The name(s), title(s), telephone number, fax number, and e-mail address of the person(s) to be contacted for clarifications.
4. An indication of acceptance of the general requirements and contract terms as described within this request for proposal.

5. An acknowledgement of receipt of all addenda to this request.
6. Summarization of key points of the proposal and signed by an officer of the firm who is responsible for committing the firm's resources and authorized to obligate the Consultant in a contract offer.

Section 2 – Firm Qualifications

1. Legal name and address of company, type of legal status of entity and the State of formation, and if registered and in good standing in the State of Maryland to do business.
2. The address and telephone number of the office which will staff this engagement.
3. Name of the Firm's representative designated as the day-to-day contact person.
4. Number of employees in the State of Maryland.
5. A brief description of the firm's size nationally and locally, as well as the local organization structure. Include explanation of why your organizational structure is advantageous to the County's financing objectives.
6. Experience with Maryland law and debt management practice.
7. Provide the professional staffing levels over the past three (3) years in public finance of both the firm nationally and of the office from which this engagement will be staffed.
8. A statement describing both the local firm's analytic capacity and resources and the firm's national resources. Describe computer systems, staff size, and national experts who would be available to the County.
9. Provide specific background and experience to the structuring and sale of general obligation bonds, utility bonds, lease revenue bonds, tax increment financing, special tax bonds, certificates of participation, and tax and revenue anticipation notes in Maryland.
10. The nature of this engagement requires an unbiased approach on the part of the consultant team. The proposal shall include a statement declaring that the consultants and sub-consultants are not currently and will not during the performance of these services, direct business to other underwriting firms nor conduct paid advisory services to underwriting firms retained by the County for debt issuance.
11. The proposal shall include a statement confirming that the firm is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

12. Provide information on any pending litigation or administrative proceeding in which the firm was a party in any matter related to the professional activities of the firm during the five (5) years prior to the date of this RFP.
13. Provide information on any pending litigation, investigation or proceedings in which a court or administrative agency is addressing any questions relating to the professional activities of the firm.
14. If your firm has retained any person for the purpose of seeking to be selected as financial advisor pursuant to this RFP, identify the individual or firm, provide specific information relating to compensation paid or to be paid in connection with such services, and provide a copy of any written contract relating to such arrangement.
15. Provide any additional information about your firm that you feel would be of value to the County in the selection process.

Section 3 – Staff Qualifications

The qualifications, experience, and expertise of the key individuals assigned to this project will have the greatest impact on the selection process, especially the project leader. Please be specific in addressing the following:

1. Provide a list of each person on the project team, including his or her names, roles, and specific responsibilities in the engagement.
2. Provide a description of the relevant experience and qualifications of each of the project team members. Include brief resumes. Detail the dollar value and types of debt instruments that each individual has worked on over the past two (2) years.
3. Describe specific situations where the assigned staff has applied their financial advisory skills and abilities. The County is especially interested in skills and abilities in the following areas: (a) proven experience with different types of financing (b) responsiveness and attentiveness to clients' needs, (c) creativity, (d) knowledge and understanding of municipal capital market conditions and trends, (e) analytic capability, and (f) oral and written communication skills.
4. Persons assigned to this project must have and maintain proper qualifications and certifications as required by regulatory bodies that govern municipal securities. Proper qualifications include, but are not limited to, a college degree in the related field and several years of related experience. Disclosure of any certifications, even though not required, may be helpful in providing additional information as to the experience of the individuals to be assigned to the project. Also, disclosure of certifications may be helpful if in the future the County requests special services that would require such certifications by regulatory bodies.
5. Provide information about experience working with Enterprise Funds, specifically Solid Waste and Utilities.

Section 4 – Engagement Approach

1. Delivery of services. Include a description of overall approach to delivery of requested services.
2. Briefly state your understanding of the work to be done and how your firm's resources will be utilized to serve the County.
3. Describe innovative financial techniques and programs which have been utilized by your firm, with a brief outline of the problem, your solution, and the results. Attach a recent example of a governmental official statement and /or a long range financial plan in which you acted as financial advisor.
4. Describe the steps you would take as financial advisor to ensure the bidding process (whether competitive or negotiated) renders the lowest interest cost available on the sale date.
5. Describe any customized financial advisory computer analysis services that your firm has provided in the past. Provide information as to the nature of the services and the use of the programs.
6. Describe contacts and relationships with rating agencies and interfaces with bond counsels.
7. Provide any other information that you feel would be of value to the County in the selection process.

Section 5 – References

1. Provide references for the engagement lead, including the names, addresses, and the phone numbers of at least three (3) clients in which the engagement lead served as financial advisor, particularly, but not limited to, general obligation bonds. Provide name, title and telephone number of contact person for each reference. References of Maryland clients are preferred.

D. Price Proposals

At a minimum, the Price Proposal submittal shall include the following:

1. The Proposal Form (Attachment No. 1) contained herein.
2. Hourly rates for each classification of employee anticipated to be involved with providing these services. These hourly rates shall be used as the basis for compensation for extra work and shall include the Consultant's total costs for actual payroll, support supervision, fringe benefits, overhead, travel, expenses, printing, profit and incidentals. The actual breakdown for these hourly rates is not required.
3. The proposal must be accompanied by a fully executed Affidavit (Attachment No. 2) executed by the contractor, or in case the contractor is a corporation, by a duly authorized representative of said corporation, on the form provided.

4. Conclusions, remarks and/or supplemental information pertinent to this request.

XII. TERMS AND CONDITIONS:

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Consultant if the successful Consultant does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Any proposal may be withdrawn up until the date and time set below for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to the County the services set forth in the above Scope of required services.
- D. The selected Consultant will be required to enter into a contract agreement (Attachment No. 3) with the County.
- E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms approved by the County and shall contain, at a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.
- F. The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County's Chief Financial Officer.
- G. No reports, information, or data given to or prepared by the Consultant under the contract shall be made available to any individual or organization by the Consultant without the prior written approval of the County's Chief Financial Officer.
- H. Respondents are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to State Gov't § 10-618(d), the response must include a statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed commercial information shall be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.
- I. The County reserves the right to not hold discussions after award of the contract.
- J. By submitting a proposal, the Consultant agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, and that he fully understands his obligations.

- K. Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- L. The Consultant shall abide by and comply with the true intent of this RFP and its Scope of Work and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.
- M. All work shall be done in accordance with Washington County standards and those of any State or Federal agencies having jurisdiction.
- N. Political Contribution Disclosure: In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate one hundred thousand (\$100,000) dollars or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of five hundred (\$500) dollars made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- O. Proposals must give the full name and address of proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- P. Proposals cannot be altered or amended after they are opened.

XIII. SELECTION PROCESS:

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) – Professional/Technical Consultant Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/2019/01/budfin-purch-ProcurementPolicy.pdf> The County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
- B. The Washington County Coordinating Committee will evaluate the submittals. The Committee shall be comprised of the following County employees: Chief Financial Officer (Committee Chairman), Director of Purchasing, Director of Budget and Finance, Deputy Director of Budget and Finance, and Senior Accountant. The approval or disapproval of Consultants will be determined by this Committee based on your response to this request and on past performance. However, no assumptions should be made on the part of the Consultant as to this Committee's prior knowledge of your abilities. Failure to comply

with providing the required information for the Committee's review may result in disqualification of that firm.

- C. It is the County's intent to open and review each firm's Q & E/Technical Proposal. If the Coordinating Committee determines a firm's proposal to be satisfactory, the envelope containing the firm's Price Proposal will then be opened. Price Proposals that accompany Q & E/Technical submittals that are determined to be unacceptable to the Coordinating Committee will be returned unopened to the Consultant.
- D. Since it is the County's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations of those firms it deems most qualified, to take place within ten (10) business days following notification.
- E. Selection criteria to be used by the Committee are:
 - 1. Responsiveness to the scope of work and instructions to the firms;
 - 2. Past performance of the firms including timely completion of services, compliance with scope of work performed within budgetary limitations, and customer satisfaction;
 - 3. Specialized experience and technical competence in relevant work in the past five (5) years, including qualifications of staff members who will be involved with the project;
 - 4. Oral presentations, if required;
 - 5. Composition of the principals and staff assigned to the contract and their qualifications and experience;
 - 6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
 - 7. The firm's capacity to perform the work giving consideration to current workloads;
 - 8. Geographic location in relationship to Washington County, Maryland;
 - 9. The firm's familiarity with problems associated with this type of work;
 - 10. References from previous clients, including size and scope of work;
 - 11. Price Proposal;
 - 12. Hourly rates used as the basis for compensation for extra work.

XIV. PROPOSAL AND AWARD SCHEDULE:

- A. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within forty-five (45) calendar days after receipt of proposals.

XV. AWARD:

- A. The County shall award a contract to the lowest responsive, responsible proposer whose proposal, conforming to this request, will be the most advantageous to the County, for providing financial advisory services based on the total lump sum contract prices for Fiscal Years 2020, 2021, 2022, 2023, and 2024 as stated on the Proposal Form.

XVI. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

- A. Should any Proposer find discrepancies in, or omissions from the documents or be in doubt of their meaning, he should at once request in writing an interpretation from: Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, MD 21740 (FAX: 240-313-2331); or send questions in MicroSoft Word platform via e-mail to: purchasingquestions@washco-md.net

All necessary interpretations will be issued to all Proposers in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Requests received after **4:00 P.M., (EDT/EST), Friday, September 13, 2019** may not be considered. Every interpretation made by the County will be made in the form of an addendum which, if issued, will be sent by the Director of Purchasing to all interested parties, and such addenda shall become part of the contract documents.

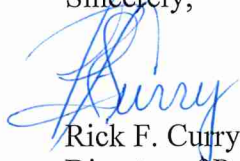
XVII. RESERVATIONS:

- A. The Committee reserves the right to request additional information about any respondent as it may reasonably require.
- B. The Committee reserves the right to request interviews.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The County Commissioners of Washington County do not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

The Board of County Commissioners of Washington County reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County. Inquiries regarding this request should be directed to Rick F. Curry, CPPO – Director of Purchasing, at telephone, 240-313-2330.

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC/ljt

Attachments (3)

cc: Coordinating Committee Members

PUR-1446
PROPOSAL FORM
FINANCIAL ADVISOR

The Firm of: _____
(Name & _____
Address) _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and

Addenda No. _____ dated _____, No. _____ dated _____, No. _____ dated _____

at the following contract fees for Financial Advisor: *(NOTE: If an error is made in addition calculations, the written unit price cost shall prevail.)*

A. Fiscal Year 2020:

_____ Dollars (\$) _____)
Written Figures

B. Fiscal Year 2021:

_____ Dollars (\$) _____)
Written Figures

C. Fiscal Year 2022:

_____ Dollars (\$) _____)
Written Figures

D. Fiscal Year 2023:

_____ Dollars (\$) _____)
Written Figures

E. Fiscal Year 2024:

_____ Dollars (\$) _____)
Written Figures

TOTAL PROPOSAL VALUE (A+B+C+D+E):

_____ Dollars (\$) _____)
Written Figures

CONTRACTOR MUST SIGN HERE

By signing here, the firm does hereby attest that they have read fully the instructions, conditions and general provisions and understands them.

Firm Name: _____

Address: _____

Authorized Signature: _____

Name & Title Printed: _____

Telephone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____ Employer's Identification Number: _____

EXCEPTIONS

(If no exceptions are being taken, state NONE)

WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT

(Must be completed, signed, and submitted with the Price Proposal.)

Contractor _____

Address _____

Telephone _____ Proposal Number (PUR-1446)

I, _____, the undersigned, _____ of the above
(Print Signer's Name) (Print Office Held)
named.

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in
(Month) (Year)
the above named Contractor and I affirm the following:

AFFIDAVIT I

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

AFFIDAVIT II

No officer or employee of Washington 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 Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

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.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

Rev. 2/29/08

**PUR-1446
AGREEMENT**

**BY AND BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND**

AND

THIS AGREEMENT (hereinafter the "Agreement"), made the _____ day of _____, 2019, by and between the **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter the "County") and _____, a _____ corporation, having its principal office at _____ (hereinafter the "Financial Advisor").

RECITALS

Pursuant to the laws of the State of Maryland, Washington County, Maryland is authorized to incur bonded indebtedness for public construction projects and related purposes.

In order to enable it to carry out its duties under such authorization, the County deems it necessary to retain the services of a financial advisor to furnish the County with financial and technical assistance and advice.

A Request for Qualifications & Experience/Technical Proposals and Price Proposal for a financial advisor was forwarded to _____ requesting a proposal.

_____ was selected by the County to act as the County's financial advisor in Fiscal Year 2020, with County options for Fiscal Years 2021, 2022, 2023 and 2024.

NOW, THEREFORE, in consideration of the foregoing and subject to the terms, covenants, and conditions contained herein, the parties hereto agree as follows:

(1) That _____ shall serve as the financial advisor for the County for its General Obligation Bond Issues in 2020 and, subject to the County's options as provided for herein, 2021, 2022, 2023 and 2024, for an estimated \$85,000,000, and for other financial advisory services as requested by the County. In performing the above services, during the term of this Agreement, Financial Advisor, using its own staff and facilities, except as otherwise indicated herein, shall advise and assist the County regarding financial matters relative to the issuance and sale of any General Obligation Bonds, (hereinafter called "Bonds"), which the County proposes to issue during the term of this Agreement. In addition to the above, the Financial Advisor shall review all financial material relating to the County which may be submitted to it from time to time by or on behalf of the County and shall confer thereon with the County and such of its officials, counsel, or bond counsel, as may be requested by the County; at the direction of the County, Financial Advisor shall also assemble materials for submission to the County in

the form of a proposed official statement or statements describing the County, the bonds to be issued, and financial matters relative thereto to be furnished to potential investors in the bonds.

(2) **COMPENSATION AND EXPENSES:** The County agrees to compensate Financial Advisor for its services under this Agreement in accordance with the Request for Qualifications & Experience/Technical Proposals and Price Proposal directed to the Financial Advisor (PUR-1446) under this Agreement upon the issuance and sale by the County of each issue of Bonds issued and sold by it during the term of this Agreement in accordance with the proposal submitted by the Financial Advisor to the County. Additional services to be provided will be billed as follows by the Financial Advisor on carrying out the assignment:

_____	\$ _____/hour
_____	\$ _____/hour
_____	\$ _____/hour
_____	\$ _____/hour
_____	\$ _____/hour

The County shall pay the Financial Advisor the compensation provided for not later than thirty (30) calendar days after the date of delivery of the Bonds to the purchaser thereof or after the services have been provided. It is understood that the fees for the Bond Counsel, rating service(s) employed, and visits thereto, as well as the cost of printing any Official Statement(s) and Bonds approved by the County, all in connection with the issuance and sale of the Bonds, are to be paid separately by the County and are not included in the stated compensation.

In addition to the compensation of the Financial Advisor provided for above, the County shall reimburse the Financial Advisor for out-of-pocket expenses which include travel, subsistence, courier services, telephone, typing of official statement, and computer time by representatives of Financial Advisor incurred by it on behalf of the County provided, however, that such expenses shall be only those that are determined by the County to be reasonable and appropriate and out of necessity incurred in connection with the services performed under this Agreement and the Financial Advisor shall so certify to the County with the submission of invoices from time to time, not more frequently than monthly. Such expenses incurred by Financial Advisor shall be paid by the County not later than thirty (30) calendar days after the date of delivery of Bonds to the purchasers or the services provided thereof.

(3) **LIMITATION OF COUNTY'S LIABILITY:** Nothing contained in this Agreement shall be deemed or construed to require the County during the term of this Agreement to authorize, issue or sell any Bonds.

(4) **PROFESSIONAL OPINION:** It is understood that the County will retain a nationally recognized law firm as bond counsel in connection with the issuance of the Bonds.

(5) **DURATION OF AGREEMENT:** The term of this Agreement is for a one (1) year period beginning December 1, 2019 and ending November 30, 2020, with the option on the part of the County to renew said Agreement for four (4) consecutive one (1) year periods based on the lump sum fees proposed by Financial Advisor in this Agreement. The County reserves the right, in its sole discretion, to terminate this Agreement at any time upon thirty (30) calendar days' written notice to the Financial Advisor. In the event of termination of this Agreement by the County, the Financial Advisor shall be entitled to just and equitable compensation for all satisfactory work completed to date of termination.

(6) **NON-ASSIGNABILITY OF AGREEMENT:** Financial Advisor agrees that it will not assign, transfer, sublet or otherwise dispose of this Agreement, or its right, title or interest therein, to any person, firm or corporation otherwise than to a successor corporation that succeeds to the business of Financial Advisor's present firm and in which a majority of the stockholders of the present corporation shall be stockholders.

(7) **RELATIONSHIP:** The relationship of the Financial Advisor to the County arising out of this Agreement shall be that of an independent contractor.

(8) **EFFECTIVE DATE:** This Agreement shall take effect upon its execution by both parties.

(9) The Request for Qualifications & Experience/Technical Proposals and Price Proposals for Financial Advisor (PUR-1446) and all submissions by the Financial Advisor to the County are incorporated herein by reference as if entirely stated herein. The Financial Advisor agrees to comply with all provisions, terms, and conditions contained in the Request for Qualifications & Experience/Technical Proposal and Price Proposal for Financial Advisor dated August 23, 2019 which is incorporated by reference herein, and any modifications made subsequent thereto, including the Addendum forwarded to all bidders following the pre-proposal meeting.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the President of the Board of County Commissioners of Washington County, Maryland, and its seal to be affixed hereon, attested by its Clerk, and the Financial Advisor has caused this Agreement to be executed by an authorized officer of the corporation, all as of the day and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____
Jeffrey A. Cline, President

ATTEST:

BY: _____

APPROVED:

WASHINGTON COUNTY
OFFICE OF BUDGET & FINANCE

BY: _____
Sara L. Greaves, Chief Financial Officer

Approved as to form and
legal sufficiency:

Kirk C. Downey, County Attorney