



COORDINATING COMMITTEE

**PUR-1570
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS & EXPERIENCE/
TECHNICAL PROPOSALS AND PRICE PROPOSALS
BOND COUNSEL**

August 10, 2022

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications & Experience/Technical Proposals as well as Price Proposals from qualified law firms to serve the County as Bond Counsel for Fiscal Years 2023 - 2027.

The Washington County Coordinating Committee will evaluate responses to this Request for Proposal (RFP) 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 the criteria to be used by the Committee are available from the Washington County website: <https://www.washco-md.net/purchasing-department/purch-open-invites/> for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, telephone 240-313-2330. Inquiries regarding this request can be directed to Brandi Naugle, CPPB – Buyer at the above address or telephone number.

A Pre-Proposal Conference/Teleconference will be held on **Wednesday, August 17, 2022 at 11:00 A.M. (EDT/EST)** in the Washington County Administration Complex, 100 West Washington Street, Second Floor Conference Room 2001, Hagerstown, Maryland 21740. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged. Bidders who wish to participate in the teleconference, please call 240-313-2330 for further instructions.

Interested parties shall submit one (1) original and five (5) copies of Qualifications and Experience/Technical Proposals, enclosed in a sealed opaque envelope marked **“Q & E/Technical Proposal – Bond Counsel”** and one (1) original and five (5) copies of the Price Proposal enclosed in a separate and sealed opaque envelope marked **“Price Proposal – Bond Counsel”** are due into the Office of Brandi Naugle, CPPB – Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740. Proposals are due no later than **4:00 P.M. (EDT/EST), Wednesday, September 7, 2022**. The Washington County Coordinating Committee will evaluate the submittals. Failure to provide the above-

required information for the Committee's review may result in disqualification of that applicant. *Facsimile or Electronic Proposals will not be accepted.*

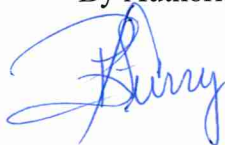
NOTE: All Proposers must enter the County Administration Complex through either the front door, 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or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

Inquiries regarding this request should be directed to Brandi Naugle, CPPB – Buyer at 240-313-2330. The Board of County Commissioners of Washington County 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.

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. Individuals requiring special accommodations are requested to contact 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than five (7) calendar days prior to the Pre-Proposal Conference.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all proposals, and 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 Proposer for clarifications and may, at its sole discretion, allow a proposer to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:



Rick Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Cc: Coordinating Committee



COORDINATING COMMITTEE

PUR-1570 REQUEST FOR PROPOSALS REGARDING QUALIFICATIONS & EXPERIENCE/ TECHNICAL PROPOSALS AND PRICE PROPOSALS BOND COUNSEL

I. PURPOSE:

The Board of County Commissioners of Washington County, Maryland (the “County”) is soliciting the services of qualified law firms to assist the County in the legal review and issuance of an estimated \$70 million in financing over a five-year (5) period and to provide opinions on other financing issues.

II. BACKGROUND AND DESCRIPTION:

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.

The County is a body politic and corporate, which performs all local government functions in Washington County except those performed by the nine incorporated municipalities within Washington County.

The County is governed by an elected five-member Board of County Commissioners. 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 Investors Service, Inc. at Aa1, S&P Global Ratings at AA+ and Fitch Ratings at AA+.

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 \$15,000,000. However, projects and or other circumstances may arise that would cause that average to change.

The County’s Audited Financial Statements, Ten-Year Capital Improvement Plan, and the Approved Operating Budgets are available for review on the County’s website: www.washco-md.net or in the County Department of Budget and Finance, located at 100 West Washington Street, Room 3100, Hagerstown, Maryland.

III. SCOPE OF SERVICES:

All firms responding to this proposal shall demonstrate the capabilities and experience to conduct the following scope of services if requested:

- A. Assist in the planning of the financing and structuring of the debt issue.
- B. Review the transcripts of proceedings taken to date to authorize the debt and determine whether there is legal authority to issue debt.
- C. Assist with the bond sale proceedings, including preparation of documents necessary or appropriate for the authorization, issuance, sale, and delivery of the bonds or other debt.
- D. Prepare the appropriate resolutions authorizing the issuance of the debt and determine if the debt was legally sold or placed.
- E. Assist in various aspects of preparing the official statements or other disclosure documents to be disseminated in connection with the issuance of debt.
- F. Obtain from governmental authorities such approvals, rulings, permissions, and exemptions as bond counsel determines are necessary or appropriate with respect to the issue.
- G. Render legal opinions approving the validity of the debt. In this capacity, bond counsel shall inform the County through the approving opinion of the nature of the security for the debt; the legality, validity and tax-exempt status of the securities; and the legality and validity of the requisite documentation and procedures.
- H. Render legal opinions on such related matters as:
 - 1. the applicability of particular provisions of federal and state securities laws;
 - 2. the applicability of tax law provisions governing estate and gift taxation;
 - 3. the eligibility of the debt for investment by various fiduciaries and other regulated investors;
 - 4. the status of the debt and related obligations under laws relating to creditors' rights; and
 - 5. the validity and enforceability of security agreements, indentures, and other documents related to the debt and its security.
- I. Assist in preparing information for submission to rating agencies and bond insurers.
- J. Assist in other specified activities related to debt such as special taxing districts and tax increment financing.
- K. Advise the County on legal considerations relating to financing alternatives within the context of statutory and constitutional constraints.

- L. Answer questions about the debt by prospective purchaser in the secondary market or by public officials.
- M. Answer questions about the application of “arbitrage” and other federal tax regulations, the County’s obligations contained in covenants securing outstanding debt, the investment and expenditure of proceeds, and the collection, investment and application of funds used to pay debt.
- N. Attend various conferences and meetings, including public hearings and meetings of the Board of County Commissioners for the reception of bids and adoption of awarding resolutions.
- O. Perform all other requested legal services necessary and appropriate to the completion of County transactions concerning debt and reviewing related responsibilities.

IV. TERM OF CONTRACT:

The initial term of this contract shall be for a one (1) year period tentatively commencing November 1, 2022 and ending October 31, 2023, with an option by the County to renew the contract for up to four (4) consecutive one (1) year periods thereafter based on the lump sum fees proposed by the successful firm. The County reserves the right to terminate the contract at any time upon sixty (60) calendar days’ written notice to the firm. As determined by the Board, it will pay the firm’s reasonable costs incurred prior to the termination.

V. COMPENSATION TO THE FIRM:

- A. The selected firm (the “Firm”) shall be compensated for its services on a contract lump sum basis for each year’s bond issue. The lump sum fees are to exclude out-of-pocket expenses.
- B. The attached Proposal Form shall be completed and submitted in the exact format as shown.
- C. All fees for services, out-of-pocket, and other expenses, except as expressly authorized, are contingent upon the successful bond issuance for which these services are rendered. Such fees and expenses will become due and payable upon or within thirty (30) calendar days of such closing.

VI. SUPPLEMENTAL SERVICES:

- A. The Firm shall include an hourly rate quotation for each classification of employee to be used during the contract period. In the event that supplemental services are requested, the Chief Financial Officer will furnish to the Firm a detailed description of all work to be performed and will request that the Firm establish a “lump sum” amount for the work.
- B. Upon the determination of a mutually agreed upon “lump sum” cost, the Firm shall proceed with the work and shall invoice the County on a monthly basis for all work satisfactorily completed during that period. Payment will be made within thirty (30) calendar days of receipt of an invoice as approved by the Chief Financial Officer.

- C. If a “lump sum” amount for the supplemental work cannot be agreed upon, the Chief Financial Officer shall have the right to have the work performed by others or shall have the right to require the Firm to perform the work on a force account basis, applying rates as submitted in

VII. INSURANCE REQUIREMENTS:

- A. The successful Consultant must show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of appropriate insurance as outlined in the attached *Insurance Requirements for Independent Contractors* policy.
- B. Professional Liability – The successful firm must also 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.
- C. Certificates of Insurance shall be provided as required at no additional cost to the County.

VIII. USE OF EXISTING DOCUMENTS:

The County will cooperate to the fullest extent in making available 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 Firm having relied upon them.

IX. PRE-PROPOSAL CONFERENCE/TELECONFERENCE:

A Pre-Proposal Conference/Teleconference will be held on **Wednesday, August 17, 2022 at 11:00 A.M. (EDT/EST)** in the Washington County Administration Complex, 100 West Washington Street, Second Floor Conference Room 2001, Hagerstown, Maryland 21740. Attendance at this conference is not mandatory but it is strongly recommended. Bidders who wish to participate in the teleconference, please call 240-313-2330 for further instructions.

X. PROPOSAL INSTRUCTIONS:

- A. To be considered to perform the requested services, send one (1) original and five (5) copies of proposals of Qualifications & Experience/Technical information enclosed in a sealed opaque envelope marked “**Q & E/Technical Proposal – Bond Counsel**”, and one (1) original and five (5) copies of the Price Proposal enclosed in a separate and sealed opaque envelope marked “**Price Proposal – Bond Counsel**” to:

Brandi Naugle, CPPB – Buyer
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), Wednesday, September 7, 2022**. 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 for the Committee's review may result in disqualification of that firm. Late proposals will be returned unopened if the proposer's return address is shown on the envelope.

B. Qualifications & Experience/Technical Proposal

The Q & E/Technical proposals shall include the professional qualifications and experience of the firm and its technical understanding of the work to be performed. (DO NOT INCLUDE ANY PRICE FIGURES IN THE Q&E/TECHNICAL PROPOSAL.) At a minimum, the following points must be addressed in the proposal:

Section 1 – Executive Summary

Each proposal in the Qualifications and Experience/Technical section shall be accompanied by a letter of transmittal which summarizes key points of the proposal, and which is signed by an officer of the Firm who is responsible for committing the Firm's resources.

Section 2 – Firm Qualifications

1. Legal name and address of Firm and type of legal entity.
2. The address and telephone number of the office(s) which will staff this engagement.
3. Name of the Firm's representative designated as the day-to-day contact person.
4. Detail the scope of services your Firm offers as county bond counsel.
5. A brief description of the Firm's experience in the field of municipal finance in the last five (5) years, with emphasis on bond issues of comparable size, type and structure, and financings in the State of Maryland.
6. Describe how the Firm is organized and how its resources will be put to work for the County.
7. Outline your Firm's knowledge of and experience with any changes to the statutes governing tax-exempt financing laws and your Firm's ability to provide guidance to the County.
8. Provide any additional information about your Firm that you feel would be of value to the County in the selection process.
9. Provide information on any pending litigation or administrative proceeding in which your 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 the RFP.

10. Provide a statement that the Firm maintains proper professional status as required by the State of Maryland.

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 individual that will be assigned to the day-to-day responsibility of the County's account. Please be specific in addressing the following:

1. Provide the name of the attorney(s) who will be on the project team, including his or her role and specific responsibilities in the engagement. List their availability over the contract period.
2. Provide a description of the relevant experience and qualifications of each of the project team members. Provide resume(s) and list five (5) financing issues handled by the attorney(s) during the past two (2) years.
3. Describe specific situations where the assigned staff has applied their 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) experience in finance tax laws and ability to provide competent tax advice, (f) oral and written communication skills.

Section 4 - References

Please provide references for the attorney(s), including the names, addresses, and telephone numbers of at least three (3) clients in which the attorney(s) served in the capacity of bond counsel, particularly, but not limited to, general obligation bond issues. Provide name, title and telephone number of contact person for each reference. References of Maryland clients are preferred.

C. Price Proposals

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

1. The Proposal Form contained herein.
2. Hourly rates for each classification of employee anticipated to be involved with the project. These hourly rates shall be used as the basis for compensation for Supplemental Services. The County does not guarantee any minimum or maximum number of hours to the Bond Counsel for Supplemental Services. The number of hours stated in Sections F & G on the Proposal Form are annual estimated hours only and so stated for Price Proposal evaluation purposes.
3. The proposal must be accompanied by a fully executed affidavit executed by the Consultant, or if the Consultant is a corporation, by a duly authorized representative

of such entity, on form provided.

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

XI. TERMS AND CONDITIONS:

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Firm if the successful Firm 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 any or all Proposers.
- 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 provide to the County the services set forth in the above Scope of Services.
- D. The selected Firm will be required to enter into a contract agreement 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 Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Chief Financial Officer.
- G. The Firm shall not make available to any individual or organization any reports, information or data given to, or prepared by, the Firm under the contract without the prior written approval of the Chief Financial Officer.
- H. Firms should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
- I. The County reserves the right to not hold discussions after award of the contract.
- J. By submitting a proposal, the Firm agrees that it is satisfied, as a result of its own investigation of the conditions set forth in this request, and that it fully understands its 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 in accordance with the true spirit, 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 Proposer 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 \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 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.

XII. 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/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.pdf>
- B. The Washington County Coordinating Committee will evaluate the proposals. The Committee shall be comprised of the Deputy Director of Budget and Finance (Committee Chairman), Buyer, County Attorney, Director of Budget & Finance and Senior Accountant. The Coordinating Committee, based on the responses to this request and on past performance, will determine the approval or disapproval of Firms. No assumptions should be made on the part of the Proposer as to the Coordinating Committee's prior knowledge of the Firm's abilities. Failure to provide the required information will 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 separate envelope containing the Firm's Price Proposal will then be opened. If a Firm is determined to be unsatisfactory by the Coordinating Committee, based on the Q & E/Technical

Proposal, then the Price Proposal will not be opened, and it will be returned unopened to the Proposer.

- 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 Coordinating Committee are:
 - 1. Responsiveness to the scope of work and instructions to the Firms;
 - 2. Past performance of the Firm including timely completion of projects, 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;
 - 4. Oral presentations, if required;
 - 5. Composition of the principles 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;
 - 11. Price Proposal.

XIII. 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.

XIV. AWARD:

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 bond counsel services based on the total lump sum contract prices for Fiscal Years 2023, 2024, 2025, 2026 and 2027 as stated on the Proposal Form.

XV. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

It is the Contractor's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any contractor find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request in writing an interpretation from: Brandi Naugle, CPPB – Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Suite 3200, Hagerstown, Maryland 21740, FAX: 240-313-2331; or send questions in Microsoft Word platform via-email to purchasingquestions@washeo-md.net

All necessary interpretations shall be issued to all Proposers in the form of addenda to the specifications, and all such addenda shall become part of the contract documents. **Requests received after 4:00 P.M. (EDT/EST), Wednesday, August 24, 2022 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.

XVI. RESERVATIONS:

- A. The Committee reserves the right to request additional information about any proposer, as it may reasonably require.
- B. The Committee reserves the right to request interviews.
- C. The Board of County Commissioners of Washington County also 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.

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 should be directed to Brandi Naugle, CPPB – Buyer, Washington County Purchasing Department, at telephone, 240-313-2330.

Sincerely,



Rick Curry, CPPO
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

Attachments

cc (email): Coordinating Committee Members

Request for Proposals

Bond Counsel

Washington County, Maryland

PUR-1570

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**PUR-1570
PROPOSAL FORM**

**BOND COUNSEL
IN WASHINGTON COUNTY, MARYLAND**

The Firm of: _____

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 lump sum contract prices (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.):

A. Bond Counsel Fees for FY 2023:

_____ Dollars (\$ _____)
(Written) (Figures)

B. Bond Counsel Fees for FY 2024:

_____ Dollars (\$ _____)
(Written) (Figures)

C. Bond Counsel Fees for FY 2025:

_____ Dollars (\$ _____)
(Written) (Figures)

D. Bond Counsel Fees for FY 2026:

_____ Dollars (\$ _____)
(Written) (Figures)

E. Bond Counsel Fees for FY 2027:

_____ Dollars (\$) _____
(Written) (Figures)

Fees for Supplemental Services (if required) based on Hourly Rates stated below: F and G:

F. Attorney – 100 Hours (annual estimated quantity) at \$ _____ per hour =

_____ Dollars (\$) _____
(Written) (Figures)

G. Paraprofessional – 10 Hours (annual estimated quantity) at \$ _____ per hour =

_____ Dollars (\$) _____
(Written) (Figures)

TOTAL PROPOSAL FOR BOND COUNSEL SERVICES (A+B+C+D+E+F+G) =

_____ Dollars (\$) _____
(Written) (Figures)

SCHEDULE OF PROFESSIONAL FEES FOR SUPPLEMENTAL SERVICES, IF REQUIRED BY WASHINGTON COUNTY:

Hourly Rates

Attorneys _____ Dollars (\$) _____
(Written) (Figures)

Paraprofessional _____ Dollars (\$) _____
(Written) (Figures)

Other (Specify) _____ Dollars (\$) _____
(Written) (Figures)

PROPOSER 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 AND TITLE PRINTED: _____

E-MAIL ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

FEDERAL EMPLOYER'S IDENTIFICATION NO.: _____

DATE: _____

EXCEPTIONS: (If no exceptions are being taken, state NONE)

For Informational Purposes Only: Has your firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below)

_____ Yes _____ No

POLICY TITLE: **Insurance Requirements for Independent Contractors**

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

PUR-1570
WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT

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

Contractor _____

Address _____

Telephone _____

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

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