



COORDINATING COMMITTEE

PUR-1598 REQUEST FOR PROPOSALS REGARDING QUALIFICATIONS & EXPERIENCE/ TECHNICAL PROPOSALS AND PRICE PROPOSALS

INDEPENDENT AUDITING SERVICES

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience/Technical Proposals, and Price Proposals from Certified Public Accounting Firms to perform an audit of the financial statements of Washington County, Maryland for the Fiscal Years ending June 30, 2023, 2024, 2025, 2026 and 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 selection criteria used by the Committee is available from the Washington County website by accessing: <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, MD 21740. **Direct all inquiries to Brandi Naugle, CPPB, Buyer, at telephone 240-313-2330 or fax 240-313-2331**

A Pre-Proposal Conference/Teleconference will be held on **Wednesday, February 1, 2023, at 10:00 A.M., (EDT/EST)** at the Washington County Administration Complex, 100 West Washington Street, Second Floor Conference Room No. 2001, Hagerstown, Maryland 21740. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged. Bidders who wish to participate in the teleconference, please call 240-313-2330 prior to the teleconference for further instructions.

Interested parties shall submit one (1) original and five (5) copies of submittals of Qualifications & Experience/Technical Proposals enclosed in a sealed opaque envelope marked **“PUR-1598 Q & E/Technical Proposal - Independent Auditing Services”**, and one (1) original and five (5) copies of the Price Proposal enclosed in a separate and sealed opaque envelope marked **“PUR-1598 Price Proposal - Independent Auditing Services”** due into the Office of Brandi Naugle, CPPB – Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 W. Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740, no later than **4:00 P.M., (EDT/EST), Wednesday, February 22, 2023**. The Washington County Coordinating Committee will evaluate the proposals. Failure to comply

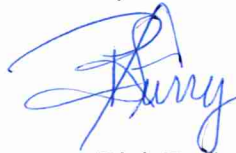
in providing the above required information for the Committee's review may result in disqualification of that firm. *Facsimile Bids or any electronic bid submission will not be accepted.*

NOTE: All Bidders must enter the Washington County Administrative Complex through either the front door at the 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 and/or the Bid Opening. 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.

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 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 (5) 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, Maryland.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

cc: Coordinating Committee



COORDINATING COMMITTEE

PUR-1598 REQUEST FOR PROPOSALS REGARDING QUALIFICATIONS & EXPERIENCE/ TECHNICAL PROPOSALS AND PRICE PROPOSALS

INDEPENDENT AUDITING SERVICES

January 25, 2023

I. NATURE OF SERVICES REQUIRED

A. General

The Board of County Commissioners of Washington County, Maryland (County) is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2023, with the option to audit the financial statements for fiscal years ending June 30, 2024, 2025, 2026 and 2027. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Work to be Performed

The County desires the auditor to express an opinion on the fair presentation of its governmental activities, its business-type activities, its aggregate discretely presented component unit, each of its major funds, and its aggregate remaining fund information in conformity with generally accepted accounting principles.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

C. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with auditing standards generally accepted in the United States of America, as set forth by the American Institute of Certified Public Accountants; the standards for financial audits set forth in the U.S. Government Auditing Standards issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); and Non-

Profit Organizations, Audits of State and Local Governments and the State of Maryland's audit requirements enumerated in Article 19, Section 19, Section 40 of the Maryland Annotated Code.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary Schedule of Expenditures of Federal Awards in relation to the audited financial statements.
2. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
3. A report on compliance and internal control over compliance applicable to each major federal program.

In the required reports on compliance and internal controls, the auditor shall communicate any significant deficiency or material weakness found during the audit. A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A significant deficiency shall be defined as a deficiency, or combinations of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. A material weakness shall be defined as a deficiency or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. The report must be reviewed with the County's Director of Budget and Finance and the County Administrator and include a management response before issuance of the report.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Director of Budget and Finance and the County Administrator.

E. Additional Services

1. The financial statements of the Washington County Board of Education are included as a component unit of the financial statements of the County. It is anticipated that the auditor will not be required to provide special assistance to the Washington County Board of Education.
2. The County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities, which will contain the general-purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor, to issue a "consent and citation

of expertise” as the auditor and any necessary “comfort letters.” The auditor shall be required to provide the financial statement in a PDF file to the County for insertion into the official statement.

3. The Schedule of Expenditures of Federal Awards and related auditor’s report, as well as the reports on compliance and internal controls are not to be included in the general-purpose financial statement report.
4. Preparation of the following schedules and performance of Federal and State requirements are as follows:
 - a. Schedule of Fire and Rescue Expenditures (Senator Amiss)
 - b. Schedule of Agriculture Land Transfer Tax Revenues and Expenditures
 - c. Independent Accountant’s Report on Applying Agreed Upon Procedures concerning the CFO letter for Financial Assurance required for Closure and Post Closure Costs.
 - d. State Uniform Financial Report
 - e. The Passenger Facility Charges program must be included in the Single Audit Report (when applicable).
 - f. Preparation and completion of 990’s for:
 - 1) Washington County Agricultural Education Center, Inc; and,
 - 2) Washington County Public Golf Corporation
 - g. Agreed Upon Procedures for the Sheriff’s Detention Center
 - h. Schedule of 911 Receipts and Expenditures
 - i. Schedule of Expenses - School-Based Health Center Program
5. Any specialized grant requirements beyond the scope of the RFP may be negotiated with the successful Proposer or bid separately, as will any special consultation projects. It is expected that the successful firm will have the resources to perform consulting engagements.

F. All working papers and reports must be retained, at the auditors’ expense, for a minimum of four (4) years, unless the firm is notified in writing by the County of the need to extend the retention period.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

II. DESCRIPTION OF GOVERNMENT

- A. The auditor's principal contact with the County will be the Department of Budget and Finance who will provide all year-end work papers, coordination with departments, and other needed assistance to complete the audit.
- B. The County is governed by an elected five (5) member Board of Commissioners with a population 154,705 according to the 2021 census. The County's fiscal year begins on July 1st and ends on June 30th.
- C. The County has approximately 869 full-time and 400 part time employees, with a payroll totaling approximately \$60M.
- D. The accounting and financial reporting functions of the County are centralized.
- E. The County has one (1) General Fund, nine (9) Special Revenue Funds, one (1) Capital Projects Fund, eight (8) Enterprise Funds, and three (3) Pension Trust Funds.
- F. The Washington County Board of Education is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards*, Section 2100, as a component unit. Using these criteria, component units are included in the County's financial statements. The management of the County identified Washington County Board of Education as a component unit for inclusion in the County's financial statements.
- G. The County utilizes Oracle Cloud financial software (version 22D) to record and report all financial transactions. The use of Oracle started in Fiscal Year 2018 with previous years utilizing Peoplesoft. The County uses Munis for their billing functions. Also, the County will continue to update to newer versions as needed to stay current and supported by the vendor.

III. AVAILABILITY OF PRIOR AUDIT REPORT AND YEAR-END WORK PAPERS

Prior year audit reports, management letters, and year-end work papers will be available for interested Proposers to aid their response to this request for proposals. The County makes no warranty as to the accuracy of either existing information or will the County accept any responsibility for errors and omissions, which may arise as a result of the auditor having relied upon them. Prior audit reports that are available for your review in the Washington County Budget & Finance Department, 100 West Washington Street, Suite 3100, Hagerstown, Maryland are copies of the fiscal year 2022 financial statements, summary budgetary information, and offering statements.

IV. TIME REQUIREMENTS

- A. Interim work may be performed at any time prior to year-end.
- B. Fieldwork may begin in mid-September.

- C. The auditor and the Department of Budget and Finance shall agree on a detailed audit schedule by June 15th of each year.
- D. Physical inventories are taken between June 25th and July 1st of each fiscal year.
- E. Due dates for reports are as follows:

| | | |
|-----|--|--------------|
| 1. | Financial Reports | October 31 |
| 2. | State Uniform Financial Report | October 31 |
| 3. | Detention Center Audit | October 31 |
| 4. | 990's | November 15 |
| 5. | CFO Letter | November 30 |
| 6. | Agricultural Land Transfer Tax Revenues and Expenditures | September 30 |
| 7. | Schedule of Fire and Rescue Expenditures | December 31 |
| 8. | Single Audit | January 31 |
| 9. | Schedule of 911 Receipts and Expenditures | December 31 |
| 10. | Management Letter | December 31 |
| 11. | Schedule of Expenses - School-Based Health Center Program | September 30 |

V. REPORT PREPARATION AND ASSISTANCE TO BE PROVIDED TO THE AUDITOR

A. Financial Statements

The auditor shall prepare draft financial statements, notes and all required supplementary schedules. Draft reports, including a draft of auditor's report shall be emailed to the Chief Financial Officer and the Director of Budget and Finance.

B. The Budget and Finance Department staff will assist the auditor with the preparation of the financial statements by completing the following:

- 1. Management Discussion and Analysis
- 2. Balance Sheet – governmental funds
- 3. Reconciliation of the balance sheet of governmental funds to statement of net position.

4. Statement of revenues, expenditures, and changes in fund balance – governmental funds
 5. Reconciliation of the statement of revenues, expenditures, and changes in fund balances of governmental funds to the statement of activities
 6. Statement of net position – proprietary funds
 7. Statement of revenues, expenses, and changes in fund net position – proprietary funds
 8. Statement of fiduciary net position – fiduciary funds
 9. Statement of changes in fiduciary net position – fiduciary funds
 10. Schedule of revenues, expenditures, and changes in fund balance – budget and actual - General fund
 11. Schedule of revenues and expenditures regulatory basis - Local Management Board
- C. The auditor will be responsible for final assembling of the financial statements and the following statement preparation:
1. Report of Independent Public Accountants
 2. Government-wide financial statement – Statement of net position
 3. Government-wide financial statement – Statement of activities
 4. Statement of cash flows – proprietary funds
 5. Notes to financial statements
 6. Retirement plans – schedules of funding progress
- D. The preparation of confirmations will be the responsibility of the County. The auditor will notify the County which confirmations it intends to send.
- E. In addition, clerical support will be available to the auditor for the preparation of routine letters and memoranda.
- F. Report preparation, editing and printing shall be the responsibility of the auditor. The successful Proposer shall provide to the County fifty (50) copies of the financial report.
- G. The selected firm shall make a public presentation of the Annual Financial Statements at a regular meeting of the Board of County Commissioners of Washington County, Maryland. The County Administrator and Director of Budget and Finance shall select the date and time.

VI. COMPENSATION TO THE CONSULTANT

- A. The auditor shall be compensated annually for his/her services on a contract lump sum fee basis. Audit services shall be proposed in the format shown on the Form of Proposal. The lump sum fees shall include supervision, support, travel, and out-of-pocket costs necessary to accomplish the related tasks.
- B. The auditor shall invoice the Washington County Budget and Finance Department, 100 West Washington Street, Suite 3100, Hagerstown, MD 21740 periodically as work progresses for all services satisfactorily completed during that period. All invoices shall include a description of the work effort covered for that period. Failure to include the description of work with the invoice may result in rejection of the invoice. Payment shall be made within thirty (30) calendar days of receipt of invoices for services satisfactorily rendered and approved by the County.
- C. The County reserves the right to delete by change order during any contract year, any portion of the Scope of Audit work and the fee as indicated on the Proposal Form associated therewith.

VII. SUPPLEMENTAL SERVICES

- A. The auditor shall include an hourly rate quotation for each classification of employee to be used on any project. The hourly rate shall include all costs such as actual payroll, subsistence, travel, profit, and incidentals. In the event that supplementary work is requested, the County's Chief Financial Officer will furnish to the Firm a detailed description of all work to be performed and will request that the consultant establish a "lump sum" figure for the service.
- B. Upon the determination of a mutually agreed upon "lump sum" cost, the auditor shall proceed with the work and shall invoice the County on a monthly basis for all work satisfactorily completed during that period. Payment shall be made within thirty (30) calendar days of receipt of an invoice as approved by the County's Director of Budget & Finance.
- C. If a "lump sum" amount for the supplementary service cannot be agreed upon, the County's Director of Budget & Finance 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 on the Form of Proposal.

VIII. INSURANCE REQUIREMENTS

- A. The successful firm 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 Washington County's *Insurance Requirements for Independent Contractors* policy.
- B. Professional Liability - The successful firm must also show 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.

- C. Certificates of Insurance shall be provided as required at no additional cost to the County.

IX. AUDIT PERIOD AND ENGAGEMENT TERM

- A. The period to be audited is one (1) year as required by State Law.
- B. The County does not have mandatory auditor rotation policies.
- C. The Contract between the County and the successful Proposer shall be for auditing the period ending June 30, 2023, and providing services through June 30, 2024, with an option by the County to renew the contract for up to four (4) additional consecutive one (1) year periods, subject to written notice given by the County at least sixty (60) calendar days in advance of each expiration date. If the Proposer wishes to renew the contract, he must submit a letter of intent to the Washington County Chief Financial Officer at least ninety (90) calendar days prior to the expiration of the contract. The County reserves the right to accept or reject any request for renewal based on the fees contained in the Proposal Form for Contract Year Nos. 2, 3, 4 and 5. All other terms and conditions shall remain unchanged.

X. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **Wednesday, February 1, 2023, at 10:00 A.M., (EDT/EST)** at the Washington County Administration Complex, Second Floor Conference Room 2001, 100 West Washington Street, Hagerstown, Maryland. Attendance at this conference is not mandatory but it is strongly recommended. It is the Proposer's responsibility to become familiar with all information necessary to prepare a proposal.

XI. LIQUIDATED DAMAGES

Performance shall be monitored by the County's Chief Financial Officer and Director of Budget and Finance. Failure to meet any required criteria, at any time, shall result in the Proposer being responsible for the liquidated damages outlined herein. A letter shall be forwarded to the Proposer by certified mail stating the infraction and allowing the Proposer forty-eight (48) hours to come into compliance. A one-time charge of liquidated damages in the amount of three hundred (\$300.00) dollars shall be assessed on any non-compliance item that cannot be retroactively corrected. Should the Proposer fail to perform as specified in this RFP, it is understood that the County will deduct from any outstanding invoice an amount equal to three hundred (\$300.00) dollars per calendar day until such time as the proper work is performed in accordance with the resulting contract. As evidenced by submitting a proposal, it is understood that this is not a penalty, but is, in fact, a liquidated damage.

XII. 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 “**PUR-1598 Q & E/Technical Proposal - Independent Auditing Services**”, and one (1) original and five (5) copies of the Price Proposal enclosed in a separate and sealed opaque envelope marked “**PUR-1598 Price Proposal - Independent Auditing Services**” 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, February 22, 2023**. 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.

NOTE: All Bidders must enter the Washington County Administrative Complex through either the front door at the 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 and/or the Bid Opening. 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.

B. Qualifications & Experience/Technical Proposal

The Q & E/Technical Proposals shall include the professional qualifications and experience of the firm and its technical understanding 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. The name of the Firm's representative designated as the audit contact.
4. The size of the Firm, the size of the Firm's governmental audit staff, the number and nature of the professional staff to be employed in this engagement on a full-time and part-time basis.
5. The firm shall provide an affirmative statement that it is independent of the County as defined by the U.S. General Accounting Office's Government Auditing Standards.
6. The firm also shall provide an affirmative statement that it is independent of all the component units of the County as defined by those same standards.
7. An affirmative statement shall be included that the firm and all assigned key professional staff are properly licensed to practice in the State of Maryland.
8. For the Firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum – 5) performed in the last five (5) years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.
9. List separately all engagements within the last five (5) years, ranked on the basis of total staff hours, for the County by type of engagement (i.e., audit, management advisory services, etc.). Indicate the scope of work, date, engagement partners, total hours, the location of the Firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.
10. Provide a description of the commitment to peer review and/or internal quality review as well as what peer reviews have occurred and the results of the most recent peer review.
11. Describe the firm's local and/or national expertise in non-audit services that may be utilized by the County.
12. Provide a description of additional firm capabilities and/or resources, which could be utilized by the County.

13. Provide a description of any past and/or pending regulatory enforcement actions or charges of substandard audit work.
14. Explain the firm's commitment of availability and adequacy of personnel to accomplish the proposed scope of work in the time required.

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 addressing the following:

1. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Maryland.
2. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of the audit.
3. Provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specified staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.
4. Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County. However, in either case, the County retains the right to approve or reject replacements.

Section 4 – References

Please provide references for the Firm, including the names, addresses, and telephone numbers of at least three (3) clients in which the Firm served as auditor. Provide the name, title, and telephone number of a 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 1) contained herein.

2. Provide hourly rates for each classification of employee anticipated to be involved with the audit. These hourly rates shall be used as the basis for compensation for supplemental work and shall include the Firm'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 the fully executed affidavit, herein, executed by the Firm, or in case the Firm is a corporation, by a duly authorized representative of said corporation, on the form provided.
4. Include conclusions, remarks and/or supplemental information pertinent to this request.

XIII. 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 forth below for the opening of the proposals. Any proposal 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 above in the Nature of Services Required.
- D. The selected Firm will be required to enter into a contract agreement with the County, a sample of which is attached.
- 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 County's Chief Financial Officer
- G. No reports, information or data given to or prepared by the auditor under the contract shall be made available to any individual or organization by the auditor without the prior written approval of the Washington County Chief Financial Officer.
- H. Firms shall 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, Subtitle 6, 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 investigations 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 Firm 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: The Proposer shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, 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.

XIV. 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 Services Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.pdf>. and no proposal preparation expense will be paid by the County relative to

any response to this solicitation.

- B. The Washington County Coordinating Committee will evaluate the proposals. The Coordinating Committee shall be comprised of the County Administrator or appointee, County Chief Financial Officer, County Director of Budget and Finance (Committee Chairperson), County Buyer, and the Deputy Director of Budget and Finance. The Coordinating Committee, based on responses to this request and on past performance, shall determine the approval or disapproval of Firms. No assumptions should be made on the part of the consultant as to the Coordinating Committee's prior knowledge of the consultant'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 Cost 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 Firms, 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 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 audit;

10. References from previous clients, including size and scope of work, name, and telephone number of contact person; and,
11. Price Proposal.

XV. 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 ninety (90) calendar days after receipt of proposals.

XVI. 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 audit of its financial statements based on the total lump sum contract prices for fiscal years 2023, 2024, 2025, 2026 and 2027 as stated on the Proposal Form.

XVII. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

It is the Proposer's responsibility to become familiar with all information necessary to prepare a proposal. Any Proposer who finds discrepancies in, or omissions from the documents or is in doubt as to their meaning, 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, Third Floor, Suite 3200, Hagerstown, Maryland 21740, fax 240-313-2331; or send questions in Microsoft Word platform via-email to purchasingquestions@washco-md.net.

Requests received after **4:00 P.M., Wednesday, February 8, 2023**, may not be considered. Every interpretation made by the County will be made in the form of an addendum that, if issued, will be sent by the Director of Purchasing to all interested parties, and such addenda shall become part of the contract documents.

XVIII. RESERVATIONS

- A. The Coordinating Committee reserves the right to request additional information about any Proposer as it may reasonably require.
- C. The Coordinating Committee reserves the right to request interviews.
- D. The Board of County Commissioners of Washington County, Maryland 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 a Firm which investigation shows is not in a position to perform the contract.

Washington County, Maryland 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, Maryland do not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

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. 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, Maryland. If you have any questions concerning this request, inquiries should be directed to Rick Curry, CPPO - Director of Purchasing, at 240-313-2330.

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

RFC/llb

Attachments (5)

cc: Coordinating Committee Members

**PUR-1598
INDEPENDENT AUDITING SERVICES**

FORM OF PROPOSAL

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 for each Fiscal Year Audit. *(NOTE: If an error is made in addition calculations, the unit price costs shall prevail.)*

COUNTY AUDITS

| Item No. | Description / Written Price | Price (Figures) |
|--------------------------------|--|------------------------------|
| <u>Fiscal Year 2023</u> | | |
| A. | Regular Audit _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| B | Single Audit _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| C | Fire & Rescue Schedule _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |

| Item No. | Description / Written Price | Price (Figures) |
|--------------------------------|---|------------------------------|
| <u>Fiscal Year 2023</u> | | |
| D | Agricultural Land Transfer Tax Schedule _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| E | State Uniform Financial Report _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| F | 990 Golf _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| G | 990 Agricultural Center _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| H | 911 Receipts and Expenditures _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| I | Detention Center Procedures _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| J | CFO Letter Landfill _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |

| Item No. | Description / Written Price | Price (Figures) |
|--|---|------------------------------|
| <u>Fiscal Year 2023</u> | | |
| K | Schedule of Expenses – School Based Health Center Program _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| TOTAL SUM FOR FISCAL YEAR 2023 ITEMS A THRU K _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | | \$ _____ <i>(Figures)</i> |

| Item No. | Description / Written Price | Price (Figures) |
|--------------------------------|---|------------------------------|
| <u>Fiscal Year 2024</u> | | |
| A | Regular Audit _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| B | Single Audit _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| C | Fire & Rescue Schedule _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| D | Agricultural Land Transfer Tax Schedule _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| E | State Uniform Financial Report _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| F | 990 Golf _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| G | 990 Agricultural Center _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |

| Item No. | Description / Written Price | Price (Figures) |
|--|---|------------------------------|
| <u>Fiscal Year 2024</u> | | |
| H | 911 Receipts and Expenditures _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| I | Detention Center Procedures _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| J | CFO Letter Landfill _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| K | Schedule of Expenses – School Based Health Center Program _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| TOTAL SUM FOR FISCAL YEAR 2024 ITEMS A THRU K _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | | \$ _____ <i>(Figures)</i> |

| Item No. | Description / Written Price | Price (Figures) |
|--------------------------------|---|------------------------------|
| <u>Fiscal Year 2025</u> | | |
| A | Regular Audit _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| B | Single Audit _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| C | Fire & Rescue Schedule _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| D | Agricultural Land Transfer Tax Schedule _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| E | State Uniform Financial Report _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| F | 990 Golf _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| G | 990 Agricultural Center _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |

| Item No. | Description / Written Price | Price (Figures) |
|--|---|------------------------------|
| <u>Fiscal Year 2025</u> | | |
| H | 911 Receipts and Expenditures _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| I | Detention Center Procedures _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| J | CFO Letter Landfill _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| K | Schedule of Expenses – School Based Health Center Program _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| TOTAL SUM FOR FISCAL YEAR 2025 ITEMS A THRU K _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | | \$ _____ <i>(Figures)</i> |

| Item No. | Description / Written Price | Price (Figures) |
|--------------------------------|---|------------------------------|
| <u>Fiscal Year 2026</u> | | |
| A | Regular Audit _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| B | Single Audit _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| C | Fire & Rescue Schedule _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| D | Agricultural Land Transfer Tax Schedule _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| E | State Uniform Financial Report _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| F | 990 Golf _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| G | 990 Agricultural Center _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |

| Item No. | Description / Written Price | Price (Figures) |
|--|---|------------------------------|
| <u>Fiscal Year 2026</u> | | |
| H | 911 Receipts and Expenditures _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| I | Detention Center Procedures _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| J | CFO Letter Landfill _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| K | Schedule of Expenses – School Based Health Center Program _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| TOTAL SUM FOR FISCAL YEAR 2026 ITEMS A THRU K _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | | \$ _____ <i>(Figures)</i> |

| Item No. | Description / Written Price | Price (Figures) |
|--------------------------------|---|------------------------------|
| <u>Fiscal Year 2027</u> | | |
| A | Regular Audit _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| B | Single Audit _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| C | Fire & Rescue Schedule _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| D | Agricultural Land Transfer Tax Schedule _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| E | State Uniform Financial Report _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| F | 990 Golf _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| G | 990 Agricultural Center _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |

| Item No. | Description / Written Price | Price (Figures) |
|--|---|------------------------------|
| <u>Fiscal Year 2027</u> | | |
| H | 911 Receipts and Expenditures _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| I | Detention Center Procedures _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| J | CFO Letter Landfill _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| K | Schedule of Expenses – School Based Health Center Program _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | \$ _____ <i>(Figures)</i> |
| TOTAL SUM FOR FISCAL YEAR 2027 ITEMS A THRU K _____ <i>(Dollars)</i> _____ <i>(Cents)</i> | | \$ _____ <i>(Figures)</i> |

| | |
|--|---|
| LUMP SUM TOTAL FOR FISCAL YEARS 2023 THRU 2027 ITEMS A THRU K | |
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>(Dollars)</i> | \$ <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>(Figures)</i> |
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>(Cents)</i> | |

Schedule of Professional Fees for Supplemental Services, if required by Washington County, Maryland:

| | <u>Hourly Rates</u> |
|-------------------|---------------------|
| Partners | \$ _____ |
| Managers | \$ _____ |
| Supervisory Staff | \$ _____ |
| Staff | \$ _____ |
| Other (Specify) | \$ _____ |

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 & Title Printed: _____

Telephone No.: _____ Fax No.: _____

E-mail Address: _____

Date: _____

Federal Employer's Identification Number: _____

EXCEPTIONS

(If no exceptions are being taken, state NONE)

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, Maryland 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, Maryland.

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, Maryland 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, Maryland.

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 Purchasing Department, Board of County Commissioners of Washington County, Maryland 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, Maryland, 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

**WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT**

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

Contractor _____

Address _____

Telephone _____ Bid Number (PUR-1598)

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, Maryland, 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, Maryland 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, Maryland 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

PUR-1598
Rev. 2/29/08

TITLE

CONTRACT FOR INDEPENDENT AUDITING SERVICES

This Contract for Independent Auditing Services (the "Contract") is made this _____ day of _____, 2023, by and between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, 100 West Washington Street, Hagerstown, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and _____ (the "Auditor").

RECITALS

Auditor is a Maryland limited liability company comprised of certified public accountants and has been retained by the County in accordance with the Request for Proposals Regarding Qualifications & Experience/Technical Proposals and Price Proposals Independent Auditing Services (PUR-1598) dated _____, 2023 and any and all addenda thereto (the "RFP"), as auditor of the financial statements of Washington County, Maryland, for the fiscal year ending June 30, 2023, with an option for four (4) additional consecutive one (1) year periods relating to fiscal years ending June 30, 2024, June 30, 2025, June 30, 2026 and June 30, 2027, respectively, subject to the provisions herein.

The County hereby accepts the proposal dated _____, 2023, submitted by Auditor to the Washington County Coordinating Committee (the "Proposal"), subject to the provisions and conditions herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

1. **NATURE OF WORK.** Auditor will perform an audit of the financial statements of the County in accordance with the terms and provisions of the RFP and the Proposal, the contents of which (the RFP and the Proposal) are incorporated herein by reference and made a part hereof, except as specifically modified herein. Should the RFP differ in any respect from the Proposal, the provisions of the RFP shall govern. In the event of conflict in the provisions of the Proposal and this Contract, the provisions of this Contract will govern. The audit shall be made in accordance with generally accepted audit standards and shall include tests of the accounting records and procedures sufficient to express an informed opinion of the County's financial statements. At the conclusion of the audit, the Auditor shall furnish the County its letter of opinion, together with a written management report, setting forth the results of the audit and Auditor's recommendations. Auditor shall attend a reasonable number of meetings of the Board of County Commissioners for the purpose of discussing the audit and report.

The County shall have sole discretion to determine the need for the continued provision of the services specified in this Contract. The Auditor shall not perform services for which the cost would exceed the dollar authorization set forth in this Contract. If, at any time, and in its sole and absolute discretion, the County determines that the services provided under and pursuant to this Contract by any of the Auditor's employees are not satisfactory, it shall so notify Auditor in writing and Auditor shall immediately withdraw such individual and, at the County's option, furnish an individual who meets the qualifications required.

2. **TERM.** The Auditor shall perform an audit of the financial statements of the County for the fiscal year ending June 30, 2023, and shall provide services through June 30, 2024, with an option by the County to renew this Contract for up to four (4) additional consecutive one (1) year periods, subject to written notice by the County to the Auditor at least sixty (60) calendar days in advance of the then

current expiration date. If the Auditor wishes to renew this Contract, it must submit a letter of intent to the County at least ninety (90) calendar days prior to the then current expiration date of the Contract. The County reserves the right to accept or reject any request for renewal by the Auditor for any reason, including but not limited to, the fees contained in the Proposal for Contract Year Nos. 2, 3, 4 and 5. All other terms and conditions shall remain unchanged.

3. **TIME DEVOTED TO WORK AND LIQUIDATED DAMAGES.** In the performance of the services and the hours Auditor is to work on any given day shall be entirely within the Auditor's control and the County shall rely upon the Auditor to put in such number of hours as may reasonably be necessary to fulfill the spirit and purpose of this Contract. Auditor shall complete the services to be performed under this Contract in accordance with the schedule set forth in the RFP, subject to the availability of the records that are the basis of the audit. If the Auditor fails to meet any required term, criteria, provision or condition of this Contract, the County shall provide written notice to the Auditor by certified mail stating the failure/infracton and allowing the Auditor forty-eight (48) hours to come into full compliance. Moreover, failure of the Auditor to meet any required term, criteria, provision, or condition of this Contract during the term of this Contract or any renewal thereof, shall result in the Auditor being responsible for liquidated damages as specifically provided for below. A one-time charge of Three Hundred (\$300.00) Dollars shall be assessed against the Auditor for any non-compliance item that cannot be retroactively corrected. Should the Auditor fail to perform as specified in this Contract, it is understood and agreed that the County shall deduct from any outstanding invoice an amount equal to Three Hundred (\$300.00) Dollars per calendar day as liquidated damages, until such time as the proper work is performed in accordance with this Contract. The parties agree and acknowledge that the potential liquidated damages as outlined herein are not a penalty but are, in fact, liquidated damages.

4. **PAYMENT.**

a. The Auditor shall be compensated for its services on a contract lump sum basis for each fiscal year audit as follows (subject to the County's option for FY2024, FY2025, FY2026 and FY2027 as provided for herein):

| COUNTY AUDITS | | | | | | |
|---|----------------|----------------|----------------|----------------|----------------|--------------|
| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | TOTAL |
| Regular Audit | | | | | | |
| Single Audit | | | | | | |
| Fire & Rescue Schedule | | | | | | |
| Agricultural Land Transfer Tax Schedule | | | | | | |
| State Uniform Financial Report | | | | | | |
| 990 – Golf | | | | | | |
| 990 – Agricultural Center | | | | | | |
| 911 Receipts & Expenditures | | | | | | |
| Detention Center Procedures | | | | | | |
| CFO Letter – Landfill | | | | | | |
| Schedule of Expenses – School - Based Health Center Program | | | | | | |
| TOTAL | | | | | | |

b. The fee for extra or supplemental work as specified in Paragraph VII of the RFP shall be based upon the following hourly rates:

Contract for Independent Auditing Services
Independent Auditing Services
 Washington County, Maryland
 PUR-1598
 Page 34

| | |
|-------------------|----|
| Partners | \$ |
| Managers | \$ |
| Supervisory Staff | \$ |
| Staff | \$ |

5. **AUDITOR'S EMPLOYEES.** In the event employees of Auditor also perform services for the County under and pursuant to this Contract, they shall be bound by the provisions of this Contract and Auditor shall, at the request of the County, furnish to the County satisfactory evidence to that effect, and that such employees are in fact employees of Auditor only and that all taxes required to be withheld or paid on behalf of such employees have been paid or provided for by Auditor and that all required policies of workers' compensation are in place.

6. **CONFIDENTIALITY.** Auditor agrees that all knowledge and information that Auditor may receive from the County or from its employees or other consultants of the County and all information provided by Auditor to the County and reports of work done, together with any other information acquired by or as a direct result of the services provided by the Auditor as contemplated herein, shall for all time, and for all purposes be regarded by Auditor as strictly confidential and held by Auditor in confidence, and solely for the County's benefit and use, and shall not be used by Auditor or directly or indirectly disclosed by Auditor to any person whatsoever, except to the County or with the County's prior written consent, approval and permission.

7. **AUDITOR'S REPRESENTATIONS.** Auditor represents and warrants that Auditor and Auditor's employees have the right to perform the services required under and pursuant to this Contract without violation of obligations to others, and the Auditor and its employees have the right to disclose to the County all information transmitted to the Auditor in the performance of services under and pursuant to this Contract, and Auditor agrees that any information submitted to the County may be utilized fully and freely by the County.

8. **TERMS TO BE EXCLUSIVE.**

a. The entire contract between the parties with respect to the subject matter hereunder is contained in this Contract and it supersedes all prior oral or written agreements and representations between the parties.

b. Except as herein expressly provided to the contrary, the provisions of this Contract are solely for the benefit of the parties hereto and not for the benefit of any other person, persons, or legal entities.

9. **ASSIGNMENT.** The rights and obligations of Auditor under this Contract are personal and specific to Auditor and may not be assigned or transferred to any other person, firm, or corporation without the prior, express, written consent of the County.

10. **MODIFICATION OR WAIVER OF CONTRACT.** Any modification or waiver of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

11. **NOTICES.** Any notice provided for or concerning this Contract shall be in writing and be deemed sufficiently given when sent by certified mail, return receipt requested, if sent to the respective address of each party as set forth at the beginning of this Contract.

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12. **SUCCESSORS BOUND.** This Contract shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and permitted assigns.

13. **NONDISCRIMINATION.** No discrimination because of race, color, national origin, ancestry, or religion shall be made in the employment of persons to perform services under this Contract. Auditor agrees to meet all federal, State and County requirements pertaining to nondiscrimination in employment.

14. **INTEREST OF AUDITOR.** Auditor covenants that neither it nor any of its members presently has any interest, nor shall Auditor or any of its members acquire any interest, direct or indirect, financial, or otherwise, that would conflict in any manner or degree with performance of services hereunder. Auditor certifies that no one who has or will have any financial interest under this Contract is an officer or employee of the County.

15. **SEVERABILITY.** If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible, (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction, and (c) the parties hereto shall endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid and enforceable provisions, the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.

16. **GOVERNING LAW.** It is agreed that this Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Name:

BY: _____
John F. Barr, President

ATTEST:

BY: _____

Recommended for approval:

Kim Edlund, Director
Budget & Finance

Approved for legal sufficiency:

Kirk C. Downey
County Attorney
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