



REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:

Company Name: _____
 Address: _____

 Contact Name: _____
 Contact Title: _____
 Phone Number: _____
 E-mail: _____

NOTES:

1. Quoted prices are to be net thirty (30) calendar days: all discounts are to be deducted and reflected in net prices.
2. The County reserves the right to reject any and/or all quotes, to waive any technicalities in the quote, and to take whatever action is in the best interest of Washington County.
3. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2.

RETURN QUOTATIONS TO:

WASHINGTON COUNTY PURCHASING DEPARTMENT
 Washington County Administration Complex
 100 West Washington Street, Third Floor, Suite 3200
 Hagerstown, Maryland 21740

Attention: *Brandi Naugle, Buyer*

Telephone Number: 240-313-2330

**REQUEST FOR QUOTATION
 THIS IS NOT
 AN ORDER**

DATE ISSUED

DELIVERY WANTED

1/27/2021

See Attachment

DESCRIPTION

**BOARD OF ZONING APPEALS –PROFESSIONAL LEGAL SERVICES
 Q-21-693**

(See Attached Request for Quotation Documents)

QUOTATION DUE: Wednesday, February 24, 2021 no later than 3:00 P.M. (EDT/EST) and must be time-stamped in the Purchasing Department. Opening of quotations will follow. Interested parties are invited to hear a reading of the quotes. All quoters who wish to hear a reading of the quotes shall call 240-313-2330 to receive instructions.

QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Brandi Naugle, CPPB, Buyer, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740 and enclosed in a sealed opaque envelope marked "QUOTATION – (PUR-Q-21-693) "BOARD OF ZONING APPEALS – PROFESSIONAL LEGAL SERVICES" and bearing the attorneys name..

Having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposed to furnish all labor, materials and equipment called for by said specifications and instructions for the costs as specified on the attached Quotation Proposal Form.

NOTE: This page is to be returned with the Form of Proposal

We quote you as above - F.O.B. _____

Acknowledge Addenda # _____ Date _____

Official Signature _____

_____ Date _____, # _____ Date _____

Name Printed _____

Delivery/Service can be performed no later than _____ calendar days from receipt of order.

Telephone Number _____

Date _____

Q-21-693
REQUEST FOR QUOTATION

BOARD OF ZONING APPEALS – PROFESSIONAL LEGAL SERVICES

INSTRUCTIONS

The Board of County Commissioners of Washington County, Maryland (hereinafter “Owner”) is requesting a Request for Quotation from qualified attorneys for providing professional legal services to the Board of Appeals of Washington County, Maryland. The qualified attorney shall provide the services contemplated herein.

I. INTRODUCTION:

The Board of County Commissioners of Washington County, Maryland, herein called “the County”, requests quotes for purposes of acquiring professional legal services from an attorney to support the functioning of the Board of Appeals. The Board of Appeals of Washington County, Maryland is governed by the provisions of all applicable state statutes, local laws, ordinances, and the Amended Rules of Procedures, Board of Appeals of Washington County, Maryland adopted July 5, 2006 pursuant to the Washington County Zoning Ordinance, section 25.2(e). The attorney shall be responsible for attending meetings and hearings of the Board and provide associated services on an as needed bases as enumerated below. Proposers shall submit a Quote in a sealed envelope, which will then be independently opened and evaluated. Failure to submit in this manner may result in the quotation being determined non-responsive and the quotation being rejected.

II. QUALIFICATIONS / REQUIREMENTS:

Applicants not meeting these minimum qualifications as of the due date for the quotation shall not be considered. Documentation showing that the applicant meets these minimum qualifications shall be attached to its quotation response:

1. Attorney licensed to practice before the Court of Appeals of Maryland.
2. Experience and familiarity with zoning and land use principles.
3. Experience and familiarity with administrative and quasi-judicial proceedings.
4. Ability to communicate clearly, both orally and in writing.

The County may make such investigations as it deems necessary to determine the ability of the Quoter to perform the work, and the Quoter shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any quote if the evidence submitted by or investigation of, such Quoter fails to satisfy the County that such Quoter is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional quotations will not be accepted.

III. DUTIES AND RESPONSIBILITIES:

In general terms, the Attorney shall provide legal services for the Board of Appeals as follows:

1. Draft all opinions of the Board of Appeals, including requests for special exceptions and variances; appeals charging administrative error; and appeals arising under related ordinances (Subdivision Ordinance, Forest Conservation Ordinance, Adequate Public Facilities Ordinance, Storm Water Management Ordinance, Floodplain Ordinance, etc.). Opinions shall be issued as provided by the governing ordinance (generally within thirty (30) days of the conclusion of the hearing).
2. Provide advice concerning the legal standards governing the procedures and hearings of the Board of Appeals.
3. Provide advice concerning the legal standards applicable to issues arising before the board; and
4. Attend Board of Appeals meetings, as requested.

IV. MEETINGS:

The attorney shall attend meetings and hearings of the Board of Appeals as requested.

V. TERMINATION FOR CONVENIENCE:

The performance of work under this contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable costs associated with this contract that the Board of Appeals attorney has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the attorney shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

VI. TERM OF CONTRACT:

- A. The term of this contract is for a one (1) year period tentatively commencing April 1, 2021 with an option by the County to renew for up to two (2) additional consecutive one (1) year periods, subject to written notice given by the County at least sixty (60) calendar days in advance of its expiration date. If the Quoter wishes to renew the contract, he/she must submit a letter of intent to the Washington County Zoning Administrator at least ninety (90) calendar days prior to the expiration of each contract period. The County reserves the right to accept or reject any annual request for renewal. All other terms and conditions shall remain unchanged. The County reserves the right to terminate the

contract at any time upon sixty (60) calendar days' written notice to the attorney. As determined by the County, it will pay the attorneys reasonable costs incurred prior to the termination. In the event of termination, the attorney shall provide the necessary best effort to transfer records and historical data to Washington County, Maryland.

VII. COMPENSATION FOR PROFESSIONAL SERVICES:

- A. The attorney shall be compensated on a yearly basis for his/her services based on the total annual lump sum fee stated on the Form of Proposal (Attachment No. 1). The price shall remain firm for the duration of the contract period. No price escalation shall be allowed. The price quoted shall include all costs of performing the requested services. No additional charges shall be allowed or paid. The lump sum unit price fees shall include supervision, support, travel, and out-of-pocket costs necessary to accomplish the related tasks.
- B. The attorney shall be paid monthly 1/12 of the annual lump sum fee. The attorney shall be compensated for his/her services on a contract lump sum fee basis, paid in arrears in twelve (12) equal monthly installments
- C. The attorney shall submit a monthly invoice for the prior month's services. All invoices shall include the amount as stipulated above for services satisfactorily rendered and approved by the Zoning Administrator. The invoices shall be mailed to the Washington County Division of Plan Review & Permitting, 80 West Baltimore Street, Hagerstown, MD 21740. Payment will be made within thirty (30) calendar days of receipt of invoices for satisfactory services.

VIII. PRE-QUOTE TELECONFERENCE:

Due to the Coronavirus (COVID-19) pandemic the Washington County Purchasing Department has canceled all face-to-face meetings. **A Pre-Quote Teleconference will be held on Wednesday, February 3, 2020 at 1:00 P.M., (EDT/EST). All interested quoters wishing to take part in the meeting shall call 240-313-2330 to receive instructions.** All interested quoters are requested to take part in the teleconference call. Participation in the teleconference is not mandatory but is strongly encouraged.

IX. TERMS AND CONDITIONS:

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended attorney if the successful attorney does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. The attorney shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

- D. No reports, information or data given to or prepared by the attorney under the contract shall be made available to any individual or organization by the attorney without the prior written approval of the County.
- E. Applicants are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to State Gov't § 10-618(d), the response must include a statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed commercial information shall be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.
- F. The County reserves the right to not hold discussions after award of the contract.
- G. By submitting a proposal, the attorney agrees that he/she is satisfied, as a result of his/her own investigations of the conditions set forth in this request, that he/she fully understands his/her obligations.
- H. 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."
- I. The attorney shall abide by and comply with the true intent of the Request for Quotation 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.
- J. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Quoter 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.
- K. All work shall be done in accordance with Washington County, Maryland standards and those of any State or Federal agencies having jurisdiction.

- L. No oral quotes or modifications will be considered. Quotes shall be legible, clearly stated in numbers and in writing. Erasures or changes in quotations must be initialed. When an error is made in extending total prices, the written unit quotation price will govern. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Quoter.
- M. Quotations shall be delivered promptly on or before time, date and place stipulated herein. **NO** quotation received after such stipulated time and date will be considered by the Owner. Quotations received after this time will be returned unopened. The Owner assumes no responsibility for the timely deliverance of mailed quotations. Ample time should be allowed for the transmittal of quotations by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit quotations in proper time for the opening.

X. AWARD:

- A. The contract will be awarded to the attorney whose proposal, conforming to this request; will be the most advantageous to the County.
- B. It is expected that the contract award will be made within seven (7) calendar days after the receipt of Price Proposals from attorneys that were determined to be qualified.

XI. QUOTATIONS:

- A. Quotations received prior to the deadline will be treated as confidential. Quotations received after the deadline will not be considered in the evaluation process and will be returned unopened if the quoter's name and return address are shown on the envelope.
- B. Quotations must give the full name and address of quoter, and the person signing the quotation should indicate his/her title and/or authority to bind the firm in a contract.
- C. Quotations cannot be altered or amended after they are opened.

XII. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

It is the attorney's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a quotation. Should any attorney 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: Rick F. Curry, Director of Purchasing, 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@washco-md.net.

All necessary interpretations will be issued to all attorneys in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any attorney to receive any such addendum or interpretation shall not relieve such attorney from any

obligation under his/her quotation as submitted. The County shall assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON THE COUNTY.** Requests received after 4:00 P.M. (EDT/EST), Wednesday, February 10, 2021 may not be considered. Every interpretation made by the County shall be made in the form of an addendum that, if issued, will be issued by the Director of Purchasing to all interested parties.

Q-21-693
FORM OF PROPOSAL

BOARD OF ZONING APPEALS – PROFESSIONAL LEGAL SERVICES

DATE: _____

TO:

FROM:

Board of County Commissioners
of Washington County, Maryland
c/o Washington County Purchasing Dept.

QUOTATION DUE: Wednesday, February 24, 2021 at 3:00 P.M. (EDT/EST)

Ladies/Gentlemen:

We hereby submit our proposal for:

BOARD OF ZONING APPEALS – PROFESSIONAL LEGAL SERVICES

Having been familiar with pertinent local conditions affecting the work and having carefully examined the contents of this Request for Quotation, bearing the title, and dated, including

Addenda (if any):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, materials and equipment called for by the said documents for the entire work, in strict accordance with the specifications, for the stipulated total cost sum of:

Total Annual Lump Sum Fees for Board of Zoning Appeals – Professional Legal Services:

FIRST YEAR:

_____ DOLLARS (\$ _____)
(Written) (Figures)

Quoter's Name

SECOND YEAR:

_____ DOLLARS (\$) _____)
(Written) (Figures)

THIRD YEAR:

_____ DOLLARS (\$) _____)
(Written) (Figures)

TOTAL FOR YEARS ONE (1) THRU THREE (3):

_____ DOLLARS (\$) _____)
(Written) (Figures)