



# 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, Maryland.
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, CPPO, Buyer*

Telephone Number: 240-313-2330

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

DATE ISSUED

2/7/2024

### DESCRIPTION

## **BOARD OF ZONING APPEALS –PROFESSIONAL LEGAL SERVICES Q-24-772**

*(See Attached Request for Quotation Documents)*

**QUOTATION DUE: Wednesday, March 6, 2024, 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 prior to the teleconference 240-313-2330 to receive instructions.

**QUOTATIONS TO BE ADDRESSED TO:** Washington County Purchasing Department, Attn: Brandi Naugle, CPPO, 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-24-772) "BOARD OF ZONING APPEALS – PROFESSIONAL LEGAL SERVICES" and bearing the attorney's name and address.

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. \_\_\_\_\_

Official Signature \_\_\_\_\_

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

Telephone Number \_\_\_\_\_

Acknowledge Addenda # \_\_\_\_\_ Date \_\_\_\_\_

# \_\_\_\_\_ Date \_\_\_\_\_, # \_\_\_\_\_ Date \_\_\_\_\_

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

Date \_\_\_\_\_

**Q-24-772**  
**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 basis 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, 2024, and ending March 31, 2025, 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. 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, 747 Northern Avenue, Hagerstown, MD 21742. Payment will be made within thirty (30) calendar days of receipt of invoices for satisfactory services.

#### **VIII. PRE-QUOTATION CONFERENCE/TELECONFERENCE:**

A Pre-Quotation Conference/Teleconference will be held in person in the Washington County Administration Complex, Third Floor Conference Suite 3000, 100 West Washington Street, Hagerstown, MD 21740, at **10:00 A.M., (EDT/EST) Thursday, February 15, 2024**, at which time County personnel will be present to answer any questions. All interested quoters wishing to take part in the meeting by teleconference shall call prior to the meeting 240-313-2330 to receive instructions. All interested quoters are requested to take part in the conference/teleconference. Participation in this meeting is not mandatory, but it is strongly encouraged.

**NOTE: All Quoters 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 quote and/or to attend the Pre-Quotation Conference and/or the Quote 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.**

#### **IX. TERMS AND CONDITIONS:**

- A. The County reserves the right to reject any or all quotes 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/they is satisfied, as a result of his/her/their own investigations of the conditions set forth in this request, that he/she/they fully understands his/her/their 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 the 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.

Quotations are to be enclosed in a sealed opaque envelope bearing the name and address of the Quoter and marked “**QUOTATION (Q-24-772) BOARD OF ZONING APPEALS –PROFESSIONAL LEGAL SERVICES**”. Quotations are to be addressed to Washington County Purchasing Department, Attn: Brandi Naugle, CPPO, Buyer, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740. **Facsimile or any type of electronic submittals will not be accepted.**

**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 quotes 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 the 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: Brandi Naugle, CPPO, County Buyer, Washington County Purchasing Department, send questions in Microsoft Word Platform via-email to: [purchasingquestions@washco-md.net](mailto: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 21, 2024, 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.

**XIII. QUOTER'S RESPONSIBILITY:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>. The phone numbers for the State Department of Assessments and taxation are: (410) 767-1184 or (888) 246-5941.

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

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** August 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 the **Board of County Commissioners of 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, attorney's 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

**GOVERNMENT WIDE  
DEBARMENT AND SUSPENSION**

**Background and Applicability:**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name \_\_\_\_\_

Signature of Contractor’s Authorized Official \_\_\_\_\_

Printed Name of Contractor’s Authorized Official \_\_\_\_\_

Printed Title of Contractor’s Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

**Q-24-772**  
**FORM OF PROPOSAL**  
**BOARD OF ZONING APPEALS – PROFESSIONAL LEGAL SERVICES**

Item No.	Item Description	Unit of Measure	Qty	Unit Price <i>(Figures)</i>	Total Price <i>(Figures)</i>
1	First Year _____ Dollars (Written) _____ per Cents (Written)	Annually	1	\$ _____ (Figures)	\$ _____ (Figures)
2	Second Year _____ Dollars (Written) _____ per Cents (Written)	Annually	1	\$ _____ (Figures)	\$ _____ (Figures)
3	Third Year _____ Dollars (Written) _____ per Cents (Written)	Annually	1	\$ _____ (Figures)	\$ _____ (Figures)
<b>TOTAL FOR YEARS ONE (1) THROUGH THREE (3)</b>					
_____ Dollars (Written) _____ Cents (Written)				\$ _____ (Figures)	

**Q-24-772**  
**FORM OF PROPOSAL**  
**BOARD OF ZONING APPEALS – PROFESSIONAL LEGAL SERVICES**

REMARKS/EXCEPTIONS: \_\_\_\_\_  
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