



COUNTY OF WASHINGTON, VIRGINIA

COUNTY GOVERNMENT CENTER BUILDING
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210

TAMMY COPENHAVER, CPA
DIRECTOR OF BUDGET & FINANCE

DEPARTMENT OF BUDGET & FINANCE

July 17, 2020

To whom it may concern:

Washington County, Virginia is accepting sealed PROPOSALS from qualified law firms for Bond Counsel Services.

The Request for Proposal packet, containing instructions and specifications, is attached for your use.

Sealed PROPOSALS must be received no later than: 3:00 pm on July 29, 2020

Proposals should be made using the proposal forms provided with the Request for Proposal package and directed to **Department of Budget and Finance; Washington County Government Center Building; 1 Government Center Place, Suite A; Abingdon, Virginia 24210**. Five copies of the Proposal must be submitted in a sealed package marked on the outside with the Provider's name and address, and clearly marked: "**Bond Counsel Services**". Alternatively, Proposals may be submitted by email with a subject line, "Bond Counsel Services". Proposals must be signed by an official authorized to bind the Provider. **Proposals received after the deadline, postmarks notwithstanding, shall be rejected.** The County of Washington reserves the right to reject any or all proposals.

Questions to clarify the Request, instructions, specifications, or any solicitation document should be submitted by email no later than five (5) working days before the due date to: **tcopenhaver@washcova.com**. The email inquiry should be identified with a subject line of: "**Question Regarding Bond Counsel Services Proposal**".

Sincerely,

Tammy Copenhaver
Director of Budget & Finance

For posting and legal advertisement:

**REQUEST FOR PROPOSALS
BOND COUNSEL SERVICES
FOR WASHINGTON COUNTY, VIRGINIA**

The County of Washington, Virginia is currently accepting proposals from qualified law firms for Bond Counsel Services. A request for proposal package containing instructions, qualifications, and specifications may be obtained by contacting the Department of Budget & Finance at 1 Government Center Place, Suite A; Abingdon, Virginia 24210; or phone 276-525-1310.

Sealed proposals will be accepted until **3:00 PM on July 29, 2020**. Proposals must be made using specified proposal forms, and may be mailed or delivered to the address above for the Department of Budget & Finance. Alternatively, proposals may be submitted by email with a subject line, "Bond Counsel Services". Proposals received after the deadline, postmarks notwithstanding, shall be rejected. The County of Washington reserves the right to reject any or all proposals.

WASHINGTON COUNTY, VIRGINIA
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210

**REQUEST FOR PROPOSALS
BOND COUNSEL SERVICES
FOR WASHINGTON COUNTY, VIRGINIA**

July 17, 2020

PROPOSALS WILL BE RECEIVED UNTIL:

3:00 pm on July 29, 2020

PROPOSALS ARE TO BE MAILED OR DELIVERED DIRECTLY TO:

WASHINGTON COUNTY, VIRGINIA, DEPARTMENT OF BUDGET & FINANCE
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210
(276) 525-1310

Five copies of the Proposal must be submitted using the specified Proposal Form in a sealed package marked on the outside with the Provider's name and address, and clearly marked:

"BOND COUNSEL SERVICES".

*Alternatively, Proposals may be delivered by email to tcopenhaver@washcova.com with the subject line: **"BOND COUNSEL SERVICES"***

**REQUEST FOR PROPOSALS
BOND COUNSEL SERVICES
FOR WASHINGTON COUNTY, VIRGINIA**

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**REQUEST FOR PROPOSALS
BOND COUNSEL SERVICES
FOR WASHINGTON COUNTY, VIRGINIA**

I. PURPOSE:

The County is seeking proposals from qualified law firms to establish a contract for bond counsel services through competitive negotiation.

II. PROJECT OVERVIEW

The County seeks a qualified law firm to serve as bond counsel for issuance of general bonds, and related long term debt instruments and to deliver legal opinions on the issues of debt and/or funding, advising whether bonds are legal, valid and binding, and to advise the County on various related legal issues and actions taken by the County related to Bonds and other issues of debt.

III. INSTRUCTIONS TO OFFERORS: PROPOSAL SUBMITTAL, QUESTIONS, AND AWARD

A. Identification of proposal envelope or email

Five copies of the proposal shall be submitted to County in a sealed envelope marked with the following information:

1. Offeror's name and address; and
2. **"Bond Counsel Services"**

Alternatively, if submitted by email, the email subject line must read: "Bond Counsel Services".

B. Deadline for County receipt

Proposals must be received by the County no later than the due date and time specified on the cover sheet to this Solicitation. Proposals received after the due date and time, postmark notwithstanding, shall be rejected.

C. Rejection if proposal in improper form

Offeror's failure to submit a proposal on the Proposal form provided with this Solicitation and with all information required by this Solicitation shall be a cause for rejection of the proposal. Modification of or additions to any portion of the proposal form may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that Offeror withdraw or modify non-responsive portions of a proposal that do not affect quality, quantity, price, or delivery.

No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed on behalf of the Offeror.

D. Questions and modification

Questions to clarify this Solicitation shall not be received or answered by telephone or in-person. Questions shall be submitted by email no later than five working days before the due date to: tcopenhaver@washcova.com. The email must identify in the subject line: “**Question Regarding Bond Counsel Services Proposal**”. Answers to all questions will be sent by email to all Offerors of whom the County is aware have interest in this Solicitation. Revisions may be made only by addendum issued by the County.

E. Optional pre-bid conference

Not applicable.

F. Inspection of job site

Not applicable.

G. Period allowed for County acceptance of proposal

Any proposal resulting from this solicitation shall be valid for 90 days after the proposal submittal deadline. At the end of the 90-day period, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

H. Interview

Prior to making an award pursuant to this solicitation, the County reserves the right to require Offeror to interview with a County review committee to determine whether Offeror is fully qualified to provide the goods and services as set forth herein. The interview is intended to show that Offeror is fully qualified, that Offeror’s services will be provided in a completely satisfactory manner, and that Offeror is competent to meet or exceed the performance specifications. Failure by an Offeror to comply promptly with a request for interview may result in its proposal being rejected. The interview will be conducted by video conference or teleconference.

I. Proposal pricing

In accordance with Section 2.2-4302.2 of the Virginia Public Procurement Act, Offerors should not include pricing with their proposal. If selected for negotiations, the firm will be required to submit standard service pricing.

J. Award

The County shall engage in individual discussions with two or more Offerors deemed fully

qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternate concepts. At the discussion stage the County may discuss non-binding estimates of total project costs, including but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the County shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formerly terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The County reserves the right to make multiple awards as a result of this solicitation. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The County reserves the right to reject any and all proposals in whole or in part, to waive any informality, to negotiate the proposal price, and to modify the specifications prior to making an award.

K. Announcement of Award

Following the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the County website at washcova.com on the Board of Supervisors' web page in the meeting agenda public packet.

L. Oral Presentation

Offerors who submit a proposal in response to the solicitation may be required to give an oral presentation of their proposal to the County using video conference or teleconference. This provides an opportunity for the Offeror to clarify and elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and method of these presentations. Oral presentations are an option of the County and may or may not be conducted.

M. Evaluation Criteria

Proposals shall be evaluated by a County selection committee using the following criteria:

	Criteria	Point Value
1.	Qualifications and experience of the law firm in public finance law and public finance tax law	20
2.	Qualifications and experience of assigned staff, in particular, experience as bond counsel for similar municipalities	35
3.	Proposed method and plan to provide services in a timely manner	35
4.	Completeness and quality of proposal	10
	Total	100

N. Performance bond and payment bond

Not applicable.

O. Applicable laws and courts

This solicitation and any resulting contract shall be governed in all respects by the law of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction in Washington County, Virginia. Offeror shall comply with all applicable federal, state and local laws, rules and regulations.

P. Ethics in public contracting

By submitting their proposal, Offeror certifies that its proposals are made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with the proposal, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

Q. Debarment status

By participating in this procurement, Offeror certifies that it is not currently debarred by the Commonwealth of Virginia or County of Washington, Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that it is not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or County of Washington, Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

R. Investigation of qualifications of contractor

Offeror agrees to cooperate with such reasonable investigation as the County deems proper and necessary to determine the ability of Offeror to satisfy the terms of any contract that may be awarded pursuant to this Solicitation. Investigation may include inspection of Offeror's physical facilities prior to award to satisfy questions regarding Offeror's capabilities. Further, the County reserves the right to reject any bid if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to fulfill the obligations of the contract.

S. Testing and inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

T. Form of contract.

Offeror agrees by submittal of a proposal, if selected, to enter into a contract with the Special and General Terms and Conditions included in this Solicitation. If Offeror has any concerns with those terms and conditions, please state those concerns in the proposal.

Attachment 1 – SPECIFICATIONS & SCOPE OF WORK

Request for Proposal for Bond Counsel Services

Page 1 of 2

I. SCOPE OF WORK

The Offeror awarded the contract (Contractor) shall perform all legal services and duties customarily and usually performed by bond counsel with respect to the County's issuance of bonds or any issues of debt. The Contractor shall be licensed to practice law in the Commonwealth of Virginia. All proposals shall be made on the basis of and either meet or exceed the requirements contained herein.

The Contractor shall provide legal advice and services for the County's public finance matters, including but not limited to:

1. Preparation of legal documents and oversight of bond proceedings;
2. Obtaining required government approvals;
3. Ensuring that the County meets all legal requirements of the bond issuance;
4. Disclosing and analyzing legal proceedings that may have a bearing on the validity of the offering;
5. Interpreting laws and regulations and assisting in structuring bond issues;
6. Drafting required documents; and
7. Advising on post-issuance compliance to ensure that the County meets all requirements of law which may include, but is not limited to, review and re-draft of current County policies and procedures, if needed.

With respect to the issuance of bonds, the Contractor shall undertake the following tasks, as applicable and appropriate:

1. Meet and/or confer with County officials, including the County Attorney, auditor, financial adviser and County staff or representatives, as often as necessary for the issuance of the bonds and items related thereto;
2. Review or draft all legal documents necessary to effectuate a bond issuance. Contractor shall advise the County with respect to tax law, securities law, and state and local law related to the financing, and shall review the proposed use of the bond proceeds to ensure compliance with the provisions of the Internal Revenue Code and the regulations promulgated thereunder;
3. Attend meetings with County officials with rating agencies as necessary to assist in obtaining a credit rating for the bonds.



Attachment 1 – SPECIFICATIONS & SCOPE OF WORK

Request for Proposal for Bond Counsel Services

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4. Prepare all applications and filings and appear before state and federal agencies, as needed, in connection with the sale of the bonds.
5. After the sale of the bonds, the Contractor will prepare and arrange for the preparation of the bonds for execution, shall prepare and oversee the execution of the necessary closing certifications and will establish a time and place for delivery of the bonds to the purchaser. The Contractor shall participate in the closing with appropriate County officials, at which time the bonds will be delivered, payment will be made for the bonds and the Contractor will issue a written legal opinion based on facts and laws existing as of the closing date that:
 - a. The bonds are legal, valid and binding obligations of the County, enforceable in accordance with the terms thereof,
 - b. The security for the offering satisfies all requirements of law, and
 - c. Whether and to what extent interest on the bonds is exempt from income and other taxation.
6. In rendering opinions, Contractor shall rely upon the County's certified proceedings and other certifications received from County officials and furnished to the County by other persons, without independently verifying the facts contained in such certified proceedings and certifications.
7. While the Contractor represents the County and its interests, the Contractor is responsible for rendering an objective opinion. The Contractor shall presume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests.



Attachment 2 – SPECIAL TERMS AND CONDITIONS

Request for Proposal for Bond Counsel Services

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By submitting a proposal in response to this Solicitation, Offeror agrees to the following terms and conditions that will be included in any contract formed as a result of this solicitation unless specifically revised or deleted by provisions stated in the Special Terms and Conditions negotiated in such contract. The headings included in the Special Terms and Conditions, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract. “Contractor” shall mean the Offeror awarded a contract pursuant to this Solicitation, if any.

1. **TERM OF CONTRACT.** Any contract awarded pursuant to this Solicitation shall be for a term of one year, with option to extend the term for four additional one-year terms.
2. **WORK AUTHORIZATION.** No work shall be performed under this contract until the Contractor has been contacted by such person or persons as authorized by the County. A list of authorized personnel will be provided to the successful Contractor. Any and all work performed without such approval shall be considered to be unauthorized work, will not be compensated for, and may be considered grounds for cancellation of contract.
3. **TRAVEL/PER DIEM.** Any compensated travel in support of this contract must be approved in advance in writing by the County. Unless specifically authorized in writing in advance, travel by more than one attorney on an assignment is not subject to reimbursement. County reimbursement limits are subject to County and IRS policies. It is expected that expenses for lodging, meals, and transportation shall be at reasonable rates and Contractor will exercise prudence in incurring such expenses. Also, attorney travel time is chargeable to the County only to the extent that work for other clients is not performed during travel.
4. **RELATIONSHIP WITH COUNTY ATTORNEY.** The County Attorney has ultimate responsibility for the management of all legal assignments. Therefore, all significant legal decisions associated with Contractor’s performance pursuant to this contract must be approved by the County Attorney. It is essential for Contractor to keep the County Attorney timely advised of all significant communications and developments as they occur. All correspondence and documents sent to other county personnel must also be sent to the County Attorney to ensure proper coordination of the assignment.
5. **CONFLICTS.** Contractor’s performance pursuant to this contract must be free of any conflicting interests. Any actual or potential conflict (such as Contractor’s concurrent representation of an entity that may wish to purchase County bonds) must be disclosed in writing to the County Attorney as soon as Contractor recognizes its existence or potential existence. The County reserves the right to decide whether a conflict of interests exists. If the County determines that a conflict exists, the issue must be resolved to the County’s satisfaction. If a waiver is requested, any such request must be in written form and must disclose all relevant factors. A decision will be within the exclusive authority of the County and will be communicated to Contractor by the County Attorney as soon as possible.
6. **STRATEGY AND BUDGET.** At the outset of each assignment, the County will define the specific objectives and may request that Contractor prepare a written estimate of the cost of Contractor’s services for the County’s review and approval prior to work authorization. The County has retained Contractor in part because of demonstrated experience and overall knowledge of the law of municipal finance. Therefore, the County does not expect to be billed for legal research to educate your lawyers



Attachment 2 – SPECIAL TERMS AND CONDITIONS

Request for Proposal for Bond Counsel Services

Page 2 of 2

in the basic field of municipal finance. All legal research Contractor intends to bill the County shall be specifically requested and authorized in advance in writing by the County Attorney. When legal research is billed to the County, the County must receive a memorandum of law summarizing such work.

7. BILLING ARRANGEMENTS.

- a) Standard. For most assignments, the County expects to be charged on the basis of hourly rates for professional services. We do not expect charges to be increased or decreased because of the size of a transaction. Contractor shall provide to the County information as to the billing rates of each of the attorneys, paralegals and others who will work on the assignment, and shall keep current the information provided to the County. The hourly billable rates should be calculated to include all overhead and internal charges associated with your practice. Unless specifically agreed upon in writing in advance, the County will not pay for additional overhead or normal firm costs such as: Administrative or clerical services, including secretary, word processing, accounting, library, and/or any overtime unless the nature of the assignment required overtime services to be performed; opening file or closing file administrative charges; photocopying charges in excess of \$0.20/page; time charges for preparation of bills; or other similar overhead and internal costs.

- b) Alternative. The County, however, is open to suggestions with respect to alternative billing arrangements. In any event, billing arrangements are to be agreed upon at the time of entry into the contract or prior to work authorization for a specific project if an alternative to hourly billing is to be applied. Unless agreed otherwise in writing, bills should be rendered to the County on a monthly basis and shall include an itemized description of the work performed to include: date of service, description of service, person who performed service, time spent, hourly rate, and cost. When different services are performed in one day (e.g., research, drafting, meetings, etc.), list each such service separately. The description of service should permit the County to perform a meaningful analysis of the services provided. For example, the subject matter of each telephone call must be specified and not just the occurrence of telephone calls.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Request for Proposal for Bond Counsel Services

Page 1 of 6

By submitting a proposal in response to this Solicitation, Offeror agrees to the following terms and conditions that shall be included in any contract formed as a result of this solicitation unless specifically revised or deleted by provisions stated in the Special Terms and Conditions negotiated in such contract. The headings included in the General Terms and Conditions, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract. "Contractor" shall mean the Offeror awarded a contract pursuant to this Solicitation, if any.

General Terms and Conditions

Payment

1. Form of payment. All invoices shall be directed to the payment address shown on the purchase order/contract. All invoices shall show the County purchase order number and the Contractor's federal employer identification number.
2. Timing of payment. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after the invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

Tax exemptions

3. Tax exemption. The County is exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.
4. Direct purchase agreements. Not applicable

Contractor Qualifications & Performance

5. Contractor licensure. Contractor's primary attorney contact with the County must be licensed to practice law in Virginia.
6. Independent contractor. Contractor is an independent contractor and shall not be deemed the agent of the County of Washington for any purpose whatsoever. No Contractor's employee or sub-contractor shall hold himself out as an employee of the County of Washington and none shall have power or authority to bind or obligate the County of Washington in any manner. Contractor shall be liable for and pay all taxes required by local, state, or federal governments or any other taxes and permits required by law. Contractor shall adhere to any and all regulations and stipulations governing the operation and work of such Contractor for the duration of this contract. The County of Washington shall in no manner be held liable for Contractor's disregard for required work related regulations.
7. No subcontract or assignment. No portion of the work to be performed pursuant to this Contract shall be subcontracted or assigned without the written consent of the County.
8. Contract performance. Not applicable.
9. Asbestos. Not applicable
10. Repair of damage. Not applicable.
11. Final inspection. Not applicable.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Request for Proposal for Bond Counsel Services

Page 2 of 6

- 12. Record retention and audit. Contractor shall retain all books, records, and other documents relative to this contract for 5 years after final payment, or until audited by the County or its authorized agent, whichever is sooner.
- 13. Indemnification. Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney’s fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract.
- 14. Insurance requirement. Contractor shall maintain insurance to meet the minimum requirements specified below, including contractual liability as stated in these General Terms and Conditions. Within 10 calendar days of entry into Contract, Contractor shall deliver to the County a Certificate of Insurance from carriers acceptable to the County specifying such limits. The Certificate shall show the County of Washington named as an additional insured for the Comprehensive General Liability. In addition, Contractor and its insurer shall give the County 30 days advance notice of cancellation of coverage, which shall be grounds for County termination of contract.

Minimum Liability Insurance Coverage requirements:

- 1. Worker’s Compensation and Employer’s Liability
 - Coverage A - Statutory Requirements
 - Coverage B - \$100,000 Per Occurrence
 - Coverage C - \$100,000/\$100,000 Accident and/or Disease
 - All States Endorsement
- 2. Automobile Liability, including Owned, Non-Owned, and Hired Car Coverage Limits of Liability
 - Combined Single Limit \$1,000,000
- 3. Comprehensive General Liability Limits of Liability:
 - Per Occurrence \$1,000,000
 - In Aggregate \$2,000,000

Including:

- A. Completed Operations/Products
 - B. Contractual Liability for Specified Agreement
 - C. Personal Injury and Advertising Injury
 - D. Bodily Injury and Broad Form Property Damage
- 4. Professional Liability \$1,000,000 each occurrence
\$5,000,000 aggregate

- 15. Insurance discretion of County. If the insurance coverage and limits stated herein cannot be provided, the County Director of Department of Budget and Finance, in such Director’s sole discretion, may approve such other insurance coverage or limits that the County Director of Department of Budget and Finance deems acceptable.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Request for Proposal for Bond Counsel Services

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County constitutional limitation

16. Constitutional limitation. The County obligations pursuant to this Contract are moral obligations subject to the limitations of the constitution and law of the Commonwealth of Virginia, subject to annual appropriation by the Board, and non-appropriation shall not constitute grounds for recovery against the County. The covenants of the County as stated herein shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance of the full faith and credit or property of the County. State law and constitution prohibit the County from expenditure of funds unless appropriated by the Washington County Board of Supervisors and from obligating funds beyond the current fiscal year (July 1 – June 30). Therefore, notwithstanding any provision in the Contract to the contrary, if the Washington County Board of Supervisors does not appropriate funds for the continuance of this contract in any future fiscal year, this contract and all obligations hereunder shall automatically terminate upon depletion of the currently appropriated funds, without penalty to the County.

Contract

17. Binding effect. This Contract shall be binding upon all heirs, successors, and/or assigns to any of the parties to this Contract, subject to limitations of law for the County as stated herein.

18. Modification and assignment. This Contract may be modified or assigned only by written agreement signed by all parties hereto.

19. Change orders. Any change in the scope of work to be performed, materials to be used, price of project, schedule for completion, or other aspect of performance of the Contract shall require a written modification of the Contract, which shall be called a Change Order. Unless it is not feasible to do so, Change Orders shall be prepared using the County-provided form for Change Orders. BEFORE proceeding with any additional work or variations in specified materials, Contractor shall obtain a written Change Order signed by both parties to the contract or, at minimum, email authorization from the County. The only persons authorized to sign a Change Order on behalf of the County or to provide email authorization for a Change Order shall be the Project Manager as specified in the Contract and the County Administrator. The County shall not pay any additional expense incurred by Contractor based on an oral-only change agreement. The Change Order shall become effective only after it has been signed on behalf of both parties to the Contract by the authorized representatives, or if authorized by email, clearly transmitted by emails between such authorized representatives that address all matters that are covered by the Change Order form and that communicate both parties' agreement. Both parties to the contract agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order.

20. Sovereign immunity. Nothing in this Contract shall be construed as an express or implied waiver of the County's sovereign or Eleventh Amendment immunity, as a political subdivision of the Commonwealth.

21. Governing laws. This Contract shall be governed by the laws of the Commonwealth of Virginia. In the event of dispute, the affected party shall provide written notice of dispute to all other parties. The parties shall make all reasonable efforts to resolve differences by negotiation. However, in the event that a resolution by negotiation is not reached within a reasonable time, the parties may proceed to mediation



Attachment 3 – GENERAL TERMS AND CONDITIONS

Request for Proposal for Bond Counsel Services

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or litigation. Claims against the County for damages shall proceed as required by Title 15.2, Chapter 12, Article 4 of the Code of Virginia (1950, as amended).

22. Litigation venue. Venue for litigation shall be in the Circuit Court of the County of Washington, Virginia. All parties to this Contract have standing to enforce any covenants, terms, provisions, and contracts set forth herein.
23. Complete agreement. This Contract sets forth all of the promises, contracts, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and contracts between parties concerning such subject matter.
24. Severance clause. If any provision of this Contract shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.
25. Counterparts and electronic signature. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures or signed copies sent by portable document format (PDF) shall be deemed originals.

Disputes, failure to perform, termination

26. Failure to deliver. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
27. Termination of contract:
 - a. County or Contractor may terminate this Contract for convenience upon giving the other party 30 calendar days prior written notice. County shall within 30 calendar days after the date of termination pay Contractor for all services rendered and all costs incurred up to the date of termination in accordance with the applicable fee schedule.
 - b. County may terminate the Contract for cause subject to the following provisions. Prior to termination of the contract, the County shall give Contractor ten calendar days prior written notice, during which Contractor may rectify the cause of the termination. County may postpone the effective date of the termination, at its sole discretion. If rectified to the satisfaction of the County within said ten days or such other time as allowed by County, County may rescind the notice of termination. If it does not, then the County may immediately terminate the contract for cause by giving written notice to the Contractor.
 - c. Written notice of termination, whether initial or given after a period of postponement, may be served upon the Contractor by U.S. mail or any other means at Contractor's last known place of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three business days, by posting the notice at



Attachment 3 – GENERAL TERMS AND CONDITIONS

Request for Proposal for Bond Counsel Services

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the job site. Contractor's failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

28. Termination for cause. Without limitation, the following are bases for termination for cause, County may terminate the contract in the event Contractor fails to remain in compliance with applicable requirements for permitting, insurance, registration to do business in the Commonwealth of Virginia for the purposes required by the contract.
29. Immediate termination. In the event of Contractor conduct that exhibits reckless disregard for the consequences of its conduct and its performance of services pursuant to this Contract, County, at its sole discretion, may immediately terminate the Contract upon delivery of written notice to Contractor. Delivery of written notice shall mean placement of notice of termination into U.S. mail for delivery to Contractor's last known address or personal delivery to Contractor, whichever occurs first. Additionally, in the event of voluntary or involuntary action that results in either the Contractor coming under the jurisdiction of federal bankruptcy court or assignment to a receivership, the County shall have sole discretion to terminate this contract immediately.

Compliance with laws

30. No illegal aliens. Contractors certify that they do not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
31. Drug-free workplace.
 - a. Contractor acknowledges and certifies that it understands that the following acts by Contractor, its employees, and/or agents performing services on County property are prohibited: (i) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and (ii) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 - b. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County in addition to any criminal penalties that may result from the conduct.
32. Federal and state laws. Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964 (as amended), the Americans With Disabilities Act (as amended), the Virginia Human Rights Act, and the Virginians with Disabilities Act. In accordance with Virginia Code § 2.2-4343.1, if Contract is made with a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds; provided, however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Request for Proposal for Bond Counsel Services

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33. In accordance with Virginia Code § 2.2-4311, in every contract over \$10,000.00, the Contractor agrees as follows:
- a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
34. The requirements of General and Special Terms and Conditions are a material part of the contract. If the Contractor violates any provision therein, the County may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation may also result in debarment from future contracting regardless of whether the specific contract is terminated.



PROPOSAL QUESTIONNAIRE

The undersigned, as Offeror, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person or firm herein mentioned has any interest in this proposal; that this is made without connection with any other person or company or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Offeror further declares that they have examined the specifications of the materials and services and informed themselves fully in regard to all the conditions pertaining to the materials and services; that they have examined the specifications relative thereto, and have read all special provisions furnished prior to the submittal of the proposal; that they have satisfied themselves relative to the materials and service to be provided.

Offeror agrees, if this proposal is accepted, to furnish all necessary materials and services in accordance with this proposal necessary to complete the Contract in full and complete accordance with the shown, noted, described and reasonably implied requirements of the Request for Proposal attached hereto to the full and entire satisfaction of Washington County, with the definite understanding that no money will be allowed for extra work except as set forth in the attached Request for Proposal and any contract that may result from such submitted Proposal. The statement on this cover sheet shall apply to each element of each proposal submitted to the County.

AGREED, _____
(Signature of Authorized Person)

Signatory's Name (Printed): _____

OFFEROR'S NAME (Business Entity): _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

VIRGINIA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____



Attachment 4 – PROPOSAL QUESTIONNAIRE

Request for Proposal for Bond Counsel Services

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Please provide responses to the requests for information stated below. A response to each item, below, is mandatory. Your responses should be itemized in accordance with the requests for information stated below and you may attach additional pages or materials as referenced in your responses.

The proposal shall provide information necessary for the County to evaluate the qualifications, experience, and expertise of the proposing firm to perform the requested Bond Counsel Services. The Offeror is to make a written proposal which presents an understanding of the work to be performed. Proposals should be as thorough and as detailed as possible but written clearly and concisely so that the County may properly evaluate the firm's capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

Qualifications and Experience of Law Firm:

1. Cover Letter/Executive Summary. The Offeror must submit a Cover Letter/Executive Summary as an overview of their proposal for bond counsel services.
2. Statement of Qualifications. The Offeror must provide a brief background including years in business, years of practice in public finance law, and office location(s). If not available on your law firm website, provide a list of all attorney staff, their areas of practice, and office location. Describe any other areas of local government law practice provided by the law firm and a list of attorneys with local government law experience, including public finance tax law and municipal securities law. If Offeror has no attorneys who specialize in public finance tax law or municipal securities law, the response should indicate how the firm intends to provide competent advice in those subject areas.

Qualifications and experience of assigned staff:

1. Specific staff Qualifications. The Offeror must describe the professional qualifications and experience for the staff who will be assigned to work with the County. Identify the lawyer who would serve as primary point of contact and manager for services to the County. Provide a resume for each individual who would be assigned to this project that includes a minimum of the name, role in project, years with the firm, any previous similar experience, including other firms and years of service. Provide a detailed narrative of examples of previous experience in providing bond counsel services to local governments similar to the County.
2. References. On Attachment 5 References Form, please provide three (3) recent references, similar to the County, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address and the name and phone number of the individual whom the County of Washington has your permission to contact.

Proposed Method and Plan to Provide Services:

1. Written Plan. Provide a written plan that addresses each requirement identified in the Scope of Work. Describe in concise terms the methodology you will use to complete the requirements described in the Request for Proposal. Required tasks must be performed in a timely manner.



2. Other.

- a. Conflicts. Describe Offeror’s practice and standards to confirm no conflicts of interest exist that may inhibit Offeror’s ability to perform the work described in this Solicitation.
- b. Insurance. Describe Offeror’s level of malpractice insurance carried, including the deductible amount, to cover errors and omissions, improper judgments, or negligence.
- c. Fee arrangements. If Offeror suggests fee arrangements or methods of compensation other than hourly billing, please describe the fee arrangement possibilities. In accordance with Virginia Code § 2.2-4302.2, which governs competitive negotiation, do not include pricing with your proposal.



Attachment 5 – REFERENCES

Request for Proposal for Bond Counsel Services

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References for _____

Name of Offeror

Offeror shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, name of the contact person, email address and telephone number.

- 1. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____)_____ Email address: _____

- 2. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____)_____ Email address: _____

- 3. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____)_____ Email address: _____

This form is required to be submitted to be considered a Qualified Offeror for this solicitation.



