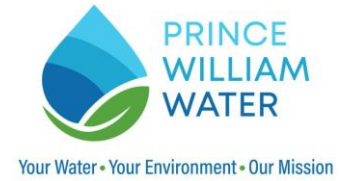


Procurement Department
T: (703) 335-8925

OP RFP



REQUEST FOR PROPOSALS (RFP)

Date: May 16, 2025

SOLICITATION NUMBER: RFP SA 2511
TITLE: Financial Auditing Services
RFP CLOSING DATE/TIME: June 17, 2025 at 10:00 A.M. (EST)
PRE-PROPOSAL CONFERENCE: May 27, 2025 at 10:00 (EST)
QUESTION DEADLINE: June 2, 2025 at 12:00 NOON (EST)
SUBMIT 1 ORIGINAL, 4 COPIES & 1 USB OF YOUR PROPOSAL TO:

STREET ADDRESS:
Prince William Water
Procurement Department
Attn: Mikyong Rodgers, Procurement Officer
4 County Complex Court
Woodbridge, VA 22192

In compliance with this Request for Proposals (RFP) and all the conditions imposed in this RFP and hereby incorporated by reference, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed Proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Company Name

Authorized Signature

Date

Name and Title Printed

Phone Number

Email Address

Note: Prince William does not discriminate against faith based organizations in accordance with the Code of Virginia § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RFP SUBMISSION FORM

Name of RFP: **Financial Auditing Services**
RFP Number: **RFP SA 2511**
Closing Date/Time: **June 17, 2025 at 10:00 A.M. (EST)**

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company: _____ Contact Person: _____

Title: _____
Address: _____ Telephone No: _____

FAX No: _____
Remittance Address: _____ Email: _____

Indicate Which: Corporation [] Partnership [] Sole Prop. []

Minority Owned/Controlled Bus. Yes [] No [] Small Bus. Yes [] No []

Women Owned/Controlled Bus. Yes [] No [] Disabled Veteran: Yes [] No []

If your firm is certified as any of the business types listed above, provide your certification number, the date issued and the name of the organization that issued the certification.

Certification No. _____ Certification Date: _____ Issuing Organization: _____

Organized under the laws of the State of _____

Principal place of business at _____

Parent Company if any _____

Subsidiaries or Affiliated Entities
Performing Work if any: _____

SCC: _____

FEIN: _____

Following are the names and address of all persons having an ownership interest of 3% or more in the Company: (Attach more sheets if necessary)

Name

Address

SECTION II - CONFLICT OF INTERESTS

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., Virginia Code Annotated and the State and Local Government Conflict of Interests Act.

The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION III – COLLUSION

I certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for the Offeror.

We agree to furnish all material, labor, and supervision necessary to complete the Work in accordance with the Bid Document. By signing this bid form, we certify that we have access to all materials, equipment, and labor necessary to complete the Work within the Contract Times.

Signature

Date

Name (Printed)

Title

OFFEROR MUST COMPLETE AND RETURN THIS FORM WITH ITS PROPOSAL PACKAGE

Table of Contents

SECTION 1 INTRODUCTION.....6

SECTION 2 BACKGROUND INFORMATION.....7

SECTION 3 PROCUREMENT RULES AND RFP DEFINITIONS.....8

SECTION 4 SCOPE OF WORK / PROJECT OBJECTIVES AND DELIVERABLES.....10

 4.1 Scope of Work / Project Objectives 10

 4.2 Project Deliverables..... 11

 4.3 Non-Exclusive Agreement 11

SECTION 5 RFP ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS.....11

 5.1 Proposed Schedule..... 11

 5.2 Delivery of Sealed Proposal Package 12

 5.3 Late Proposal Packages 12

 5.4 Pre-Proposal Conference - Non-Mandatory 13

 5.5 Questions Concerning RFP 13

 5.6 Offeror’s Representative..... 13

 5.7 Offeror’s Responsibility / Clarification and Addenda..... 14

 5.8 Restricted Discussions 14

 5.9 Proposal Correction or Withdrawal 14

 5.10 No Obligation to Make Selection 15

 5.11 Offeror’s Key Personnel 15

 5.12 Minimum Offeror Requirements 15

 5.13 Anticipated Selection Process 15

 5.14 Evaluation Criteria..... 16

 5.15 Minor Irregularities..... 17

 5.16 Incurred Expenses..... 17

 5.17 Exceptions 17

 5.18 Pre-Award Submittals..... 17

 5.19 Conflict of Interest Disclosure..... 17

 5.20 Contract Type 18

 5.21 Term of Contract 18

5.22	Limited Confidentiality of Information	18
5.23	Competency of Offeror.....	19
5.24	Protest	19
SECTION 6	SUBMITTAL REQUIREMENTS	20
6.1	Submittal Requirements	20
6.2	Economy of Presentation.....	20
6.3	Proposal Package Guidelines.....	20
6.4	Proposal Package Sections	22
SECTION 7	INSURANCE REQUIREMENTS	26
SECTION 8	FORMS	29
	Form A – Offeror Reference Form	30
	Form B – Subconsultant Reference Form.....	32
	Form C – Subconsultant No-Conflict of Interest Form	34
	Form D – SWaM Subcontracting Plan	35
	Form E - Proposal Package Checklist.....	37
	Form F - State Corporation Commission Form	38
	Form G - Proprietary Information.....	39
ATTACHMENT A	SCOPE OF WORK	40
ATTACHMENT B	REQUIRED INSURANCE LIMITS.....	46
ATTACHMENT C	CONTRACT AGREEMENT	47
ATTACHMENT D	PRINCE WILLIAM WATER SWAM BUSINESS GOAL.....	48

Request For Proposals (RFP) SA 2511
Financial Auditing Services

SECTION 1 INTRODUCTION

Prince William County Service Authority (DBA “Prince William Water”) is a public utility chartered by the Prince William County Board of County Supervisors is a public utility created in 1983 under the Virginia Water and Sewer Authorities Act. Prince William Water is an independent body responsible for providing comprehensive water and sewer services in Prince William County. Prince William Water has approximately 98,000 customers and owns and operates wastewater treatment facilities for the eastern portion of the county through the H.L. Mooney Advanced Water Reclamation Facility.

Prince William County’s population is among the most rapidly growing in the region. In addition, Prince William County’s racially and ethnically diverse population makes it one of the most globally represented communities in the region. The County’s work force is highly skilled and well educated, including a higher than average number of multi-lingual workers. According to one national daily newspaper, “Prince William County is at the leading edge of a diversity explosion that is currently sweeping the USA”. More than half of the County’s population is either African American, Hispanic, Asian or some other racial/ethnic minority background.

Prince William Water protects public health and the environment by reliably providing clean, safe and dependable water and wastewater reclamation services to our community and is guided in all its actions by our vision and values below:

Vision:

Prince William Water is a trusted public steward and nationally recognized model for performance excellence. We reflect the diverse and vibrant community we serve and nurture diversity, equity and inclusion in relationships with our community, customers, businesses and industry colleagues. We create value for our community through our Areas of Excellence.

Values: Prince William Water is responsible for serving the public and maintaining their trust on a daily basis. Our success is predicated on our job performance, our actions, and our behaviors. The following core values support our vision and culture:

- Safety Always,
- Customer-First Focus,
- Ownership & Integrity,
- Respect & Inclusion, and
- Excellence

The commitment to these values by our employees and by extension, by our service providers, suppliers and contractors, helps us to achieve organizational excellence in our delivery of water, wastewater and public services.

An important part of our procurement program involves a commitment to doing business with Small (including employment service organizations), Minority-owned, Women-owned, and Service-disabled Veteran-owned Business Enterprises (SWaM). The most competitive suppliers will have SWaM utilization plans and will support Prince William Water's supplier-diversity commitment. (Reference Attachment D)

SECTION 2 BACKGROUND INFORMATION

Prince William Water is requesting proposals from qualified firms of certified public accountants to audit its Annual Comprehensive Financial Report (ACFR) and provide other auditing or consulting services from time to time as permissible under the independence and ethics rules. Of those firms qualified to provide these services to Prince William Water, the selected firm will be the one best able to demonstrate capabilities to fulfill Prince William Water's requirements under this Request for Proposal (RFP).

Prince William Water's most current Contract for auditing services will expire upon completion of the audit for the fiscal year ended June 30, 2025. Prince William Water is soliciting proposals for auditing services to take effect beginning with the fiscal year ending June 30, 2026.

2.1 Representation of Prince William Water

The accounting policies of Prince William Water conform to accounting principles generally accepted in the United States of America as applicable to enterprise funds of governmental units. Prince William Water's intent is that the costs of providing goods or services to customers on a continuing basis be financed or recovered primarily through user charges. Periodic determination of revenues earned, expenses incurred, and/ or changes in net position is appropriate for capital maintenance, management control and accountability. Prince William Water has elected to apply all applicable Governmental Accounting Standards Board (GASB) pronouncements when they become effective, as the GASB is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

To determine the appropriate reporting entity for Prince William Water, its relationship with the County was considered. Although the members of Prince William Water's Board of Directors are appointed by the BOCS, the County is not financially accountable for Prince William Water. In addition, there is no potential for Prince William Water to provide specific financial benefits to, or impose specific financial burdens on, the County, and Prince William Water is not fiscally dependent on the County. Accordingly, based on these criteria, Prince William Water is not included as a component unit in the County's financial statements. Please see Prince William Water's ACFR online at www.pwwater.org for a summary of significant accounting policies. Prince William Water's books will be fully balanced, all subsidiary ledgers reconciled to control accounts, and all bank accounts reconciled to control accounts no later than the start of final field work, which should begin around 45 to 60 calendar days following the fiscal year end.

2.2 Current Financial Accounting Software Systems in Use

Prince William Water currently utilizes three (3) major financial accounting software systems. The JD Edwards accounting system includes general ledger, accounts payable sub-ledger, fixed asset sub-ledger, construction in process sub-ledger, payroll records, procurement and inventory records and the budget system. The Cayenta Utility Manager System maintains the billing platform and the accounts receivable sub-ledger records. The Cityworks system maintains the development and permit records, work order processing and fleet maintenance records. Financial data from Cayenta and Cityworks is interfaced into the JD Edwards system on a daily basis.

Prince William Water will be implementing a new financial management system (FMS) and a new customer information system (CIS) as part of an Enterprise Resource Planning project during the fiscal years 2026-2029 (July 1, 2025 through June 30, 2029). We anticipate that the new FMS will be in place in fiscal year 2027 (replacing JD Edwards accounting system) and the CIS in FY 2029 (replacing the Cayenta Utility Manager System).

SECTION 3 PROCUREMENT RULES AND RFP DEFINITIONS

This RFP, the resulting Proposal document and Contract Document shall be consistent with and governed by the Prince William Water's Procurement and Contract Management Regulations. In the event of an inconsistency between the solicitation and selection requirements set forth in this RFP versus those set forth in the Procurement and Contract Management Regulations, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Procurement and Contract Management Regulations.

- A. **IMPORTANT NOTICE TO POTENTIAL OFFERORS:** Receipt of this document does not indicate that the Prince William Water has pre-determined Your organization's qualifications to receive a contract or be selected for any work or project. Such determination will be made after the opening and will be based on Prince William Water's evaluation of Your Proposal Package compared to the specific requirements and qualifications contained in this RFP.
- B. Prince William Water has established for purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition. Prince William Water may disqualify a Proposal Package for failure to comply with any mandatory requirements.
- C. Prince William Water has established for purposes of this RFP that the words "should" or "may" are equivalent in this RFP and indicate very desirable conditions or requirements that are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not cause rejection of a Proposal Package but will be considered in the evaluation process.
- D. **ACCEPTANCE PERIOD:** Unless otherwise specified in the RFP, all formal Proposals submitted shall be binding for one hundred twenty (120) calendar days following Proposal submission date, unless extended by mutual consent of all parties.

E. General RFP Definitions:

1. **Addendum:** A written or graphic instrument issued prior to the due date and time of Proposals that clarifies, corrects or changes the proposal documents.
2. **Administrative Contracting Officer (ACO) also referred to as Prince William Water Contract Administrator:** Prince William Water employee holding a valid Warrant and designated to manage and document the Consultant's performance and compliance with all of the terms and conditions of the Contract. The ACO manages contract change orders, modifications and amendments, approving, or recommending approval of the same, if required. The ACO assigns contract management functions to the Contracting Officer Representative (COR), subject to established threshold limitations, for each designated contract.
3. **Change Order:** A written order to the Consultant or executed by Prince William Water, issued after execution of a Contract or Purchase Order (PO), authorizing and directing an addition, deletion or revision of any nature or an adjustment in the price, schedule, quality or quantity of the Work. Any positive or negative change in the Contract constitutes a Change Order.
4. **Contract:** When used as a proper noun and capitalized the term "Contract" shall mean: The solicitation's ensuing agreement obligating the Consultant to furnish the goods and/or services promised in exchange for payment from Prince William Water. (When used as a common noun with lower case the term "contract" shall mean: a mutually binding legal agreement between two (2) or more parties.).
5. **Contract Document(s):** Documents which establish the rights and obligations of the Consultant and Prince William Water and include: The signed Contract, Addenda (which pertain to the resulting Contract Documents), the Notice to Proceed, together with all written amendments, change orders, work change directives, field orders, and Engineer's written interpretations and clarifications issued on or after the effective date of the resulting contract.
6. **Contracting Officer Representative (COR) also referred to as Prince William Water Project Manager:** the representative of the ACO responsible for the inspection and approval or disapproval of all deliverables and payment of invoices under Prince William Water Contracts. Designation as a COR does not convey authority to execute Contracts or Change Orders.
7. **Contractor/Consultant:** The successful Offeror with whom a contract is executed pursuant to this RFP.
8. **Contractor's Project Manager:** The Contractor's person responsible for the Project.
9. **Day(s):** Calendar Days, unless otherwise specified.
10. **Dollar "\$":** United States of America dollars.
11. **Engagement Letter:** A written agreement between Prince William Water and the Consultant meeting the requirements set forth in this Financial Auditing Services Agreement to perform work as described in Attachment A, Scope of Work herein, or as approved by the Board of Directors.
12. **Key Person (Key Personnel):** As listed in Section 5.11, the designated person or persons employed by the Contractor or Subcontractor, whose individual action or inaction can impact the timely accomplishment of the Work.

13. **Notice to Proceed:** A written notice issued by the Owner to the Consultant fixing the date on which the resulting contract times will commence to run and on which Consultant shall start to perform the Work under the resulting Contract Documents.
14. **Offeror:** The professional entity submitting a Proposal Package to the Prince William Water in response to this RFP. The term Offeror in some cases refers to the successful Offeror with whom a contract is executed pursuant to this RFP.
15. **Prince William Water: Prince William County Service Authority**
16. **Procurement Officer:** A delegate of the Procurement Manager.
17. **Project Manager:** Prince William Water person responsible for the Project.
18. **Specifications:** That part of the resulting Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
19. **Proposal or Proposal Package:** The complete submittal from an Offeror.
20. **Procurement Manager:** Prince William Water person that has been legally authorized and responsible to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by the Prince William Water’s General Manager and Board of Directors.
21. **Responsible Offeror:** An Offeror who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
22. **Request for Proposals (RFP):** This competitive process whereby Prince William Water is seeking competitive offers to resolve a Prince William Water need or requirement.
23. **Selection or Evaluation Committee** any team, committee or other group that evaluates Proposals.
24. **Specifications:** That part of the resulting Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
25. **Subcontractor:** An entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work.
26. **Using Division or Department:** Finance Department
27. **Work:** The entire project or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents.
28. The terms “**in writing**” and “**written**” mean documents permanently inscribed or printed on paper, submitted by facsimile (fax), or submitted by e-mail, unless otherwise specified.
29. **You, Your:** Same as Offeror.

SECTION 4 SCOPE OF WORK / PROJECT OBJECTIVES AND DELIVERABLES

4.1 Scope of Work / Project Objectives

See **Attachment A – Scope of Work** for Scope of Work and Project Objectives.

4.2 Project Deliverables

Project shall list the deliverables to be provided by the Consultant along with the associated time line and schedule which includes but is not limited to: studies, preliminary engineering reports, design and predetermined milestones, final design, bid documents, etc. Monthly progress reports to be provided in the format as agreed to by the Prince William Water, capturing at a minimum:

- A. Tasks and description.
- B. List of deliverables and baseline schedule.
- C. Status and schedule update of deliverables.
- D. Key issues requiring resolution.
- E. Identification of regulatory permit requirements and status of such permits.
- F. Name of Prince William Water and Contractor/Consultant Project Managers.

4.3 Non-Exclusive Agreement

Prince William Water reserves the right to contract the services outlined in this RFP with other firms. Nothing in this RFP or the resulting agreement alters or cancels the terms and conditions or prior agreements between the Prince William Water and any other firms. The selection of one (1) or more firms should not be interpreted as an exclusive or contractual obligation on the part of Prince William Water to have the selected firms perform all or any of these services. Prince William Water reserves the right to provide any of these services with its own personnel, which in its sole judgment it deems appropriate.

SECTION 5 RFP ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

5.1 Proposed Schedule

The following dates are proposed by Prince William Water; however, the dates and times may be changed as the needs of Prince William Water change. It is solely Your responsibility to stay informed on the dates and times.

- A. RFP release date – May 16, 2025
- B. Preproposal conference – Non-Mandatory, May 27, 2025 at 10:00 A.M. (EST)
- C. Final date to receive written questions – June 2, 2025 at 12:00 NOON (EST)
- D. RFP closing date – June 17, 2025 at 10:00 A.M. (EST)
- E. Offeror interviews/presentations/demonstrations, if requested –TBD or Not Applicable

F. Anticipated selection of Consultant (s) –TBD or Not Applicable

5.2 Delivery of Sealed Proposal Package

DELIVER ONE (1) ORIGINAL, FOUR (4) COPIES, AND ONE (1) USB THUMB DRIVE OF PROPOSAL PACKAGE TO:

Prince William Water
Procurement Department
Attn: Mikyong Rodgers, RFP SA 2511
4 County Complex Court
Woodbridge, VA 22192

MARK EACH PACKAGE: RFP SA 2511, Financial Auditing Services.

- A. Failure to clearly mark each Proposal Package with this information may cause Prince William Water to inadvertently open the Proposal Package before the closing date and time. If the Proposal Package is inadvertently opened due to lack of markings, Prince William Water staff shall reseal the package, and the package will be opened after the official RFP closing date and time.
- B. To be considered for selection, the complete **sealed** Proposal Package must be *Received and Accepted* in the Procurement Department prior to the closing date and time. An Offeror will not be considered for selection if its Proposal Package is received in the Procurement Department after the closing date and time regardless of when or how it was received by Prince William Water.
- C. Allow sufficient time for transportation and inspection. If You use a third-party carrier (USPS, FedEx, Airborne, UPS, etc.) ensure that the carrier is properly instructed to deliver Your Proposal Package only to the address above.
- D. Prince William Water will **NOT** consider facsimile (fax) or electronic submission of a Proposal Package.

5.3 Late Proposal Packages

- A. Prince William Water will judge any Proposal package received in the Procurement department after the closing date and time as late and Prince William Water will not open it nor consider it for selection.
- B. Upon receipt at the location specified above, Prince William Water will mark each timely received Proposal Package with the date and time of receipt. Prince William Water will safeguard Proposal Packages from unauthorized disclosure from the time of receipt, throughout the source selection process, and until selection.

- C. If Prince William Water declares administrative or liberal leave, all scheduled closing dates for that day will be extended until the next business day.

5.4 Pre-Proposal Conference - Non-Mandatory

Date and Time: May 27, 2025 at 10:00 A.M. (EST)

Prince William Water will hold a Pre-Proposal Conference using MS Teams Meeting. While attendance is not mandatory, prospective Offerors are strongly encouraged to attend. Potential Offerors interested in attending the Pre-Proposal Conference may download the application and join the meeting via the MS Teams application by audio, video or both. If an Offeror plans to join the Pre-Proposal Conference, the Offeror must inform the Procurement Department at saprourement@pwwater.org with the following information: vendor name, business address and contact person. Prince William Water will provide the MS Teams link to requestors only. Upon completion of the meeting, Prince William Water will post an attendance list on Prince William Water website.

5.5 Questions Concerning RFP

- A. Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information in regard to any portion of this RFP or the selection process, should be made in writing (e-mail is acceptable) and sent to the below named individual who will be the point of contact for this RFP.
- B. Questions should be submitted by the following deadline: **June 2, 2025 at 12:00 NOON (EST)**.
- C. Mark subject line or cover page: **“Questions on RFP SA 2511 Financial Auditing Services”**.
- D. RFP Point of Contact for Questions:

Mikyong Rodgers, Procurement Officer, Ref: RFP SA 2511
E-mail: saprourement@pwwater.org

All questions must be received in writing.

- E. Failure by an Offeror to ask questions, request changes, or submit objections by the date indicated above shall constitute the Offeror’s acceptance of all of the terms, conditions and requirements set forth in this RFP.
- F. No answers given in response to questions submitted shall be binding upon this RFP unless released in writing as an Addendum to this RFP by the Prince William Water.

5.6 Offeror’s Representative

If You intend to respond to this RFP, You may provide the name, mailing address, telephone number, and e-mail address of Your liaison person to the point of contact in order for Prince William Water to ensure that You receive any communications regarding this RFP. You should submit this information via email at saprocurement@pwwater.org.

5.7 Offeror's Responsibility / Clarification and Addenda

- A. By submitting a Proposal Package, You represent:
1. You have read and understand this RFP, and;
 2. Your Proposal Package is made in accordance with the requirements of this RFP, and;
 3. You are familiar with the local conditions under which the proposed services must be performed.
 4. You will not make any claim for or have the right to cancellation of or relief from the resulting contract because of any misunderstanding or lack of information.
 5. The issuance of a written Addendum Prince William Water's Procurement Department is the only official method by which interpretation, clarification or additional information can be given. Prince William Water will not be responsible for any oral representation given by any employees, representatives, or agents.
- B. If Prince William Water revises (amends) this RFP, Prince William Water's Procurement Department will post a notice on Prince William Water Internet site: [Solicitations | Prince William Water](#) You should acknowledge each Addendum in Your Proposal Package. Failure to acknowledge each Addendum may prevent Your Proposal Package from being considered for selection. It is solely Your responsibility as an Offeror to ensure that You have received all addenda and incorporated the changes into Your Proposal before submitting Your Proposal package.

5.8 Restricted Discussions

- A. From the date of issuance of the RFP until final contract selection, You are prohibited from discussing the RFP or any part thereof with any employee, agent, or representative of Prince William Water except as expressly authorized by Prince William Water's Procurement Officer. Prince William Water may reject Your Proposal package for violation of this restriction.
- B. Any negotiation, decision, or action initiated or executed by You as a result of any oral or written discussions with any Prince William Water employee or agent, except as authorized by the Procurement Department, is void and will not be binding upon Prince William Water. You shall only consider those communications that are in writing from the Procurement Department issued through addenda.

5.9 Proposal Correction or Withdrawal

No proposal may be withdrawn after opening unless the proposal is the subject of a clerical error as defined in Section 2.2-4330 (A) of the Code of Virginia. Offerors shall give notice, in writing, of their request to withdraw their proposal within two (2) business days after the opening of the proposal.

5.10 No Obligation to Make Selection

Prince William Water is not obligated to make any selection or award as a result of this RFP. Prince William Water has the sole discretion and reserves the right to cancel this RFP, and to reject any and all Proposal Packages, to waive any and all informalities and/or minor irregularities, or to re-advertise with either the identical or revised scope of work, if it is judged to be in Prince William Water's best interests to do so.

5.11 Offeror's Key Personnel

Prince William Water will be making its decisions on selecting the best qualified Offeror(s) based upon the information submitted in the Offeror's Proposal Package. This includes the resume and experience of the Offeror's Key Personnel. By submitting a Proposal Package, You are representing that each person listed or referenced in Your Proposal Package will be available to perform the services described Prince William Water, barring illness, accident, or other unforeseeable events of a similar nature in which case You must promptly provide a qualified replacement.

5.12 Anticipated Selection Process

A. Initial Evaluation Process:

1. The Procurement Officer will provide a copy of each Proposal to the Selection Committee members for their evaluations.
2. The Selection Committee members will evaluate each Proposal in accordance with the Evaluation Criteria.
3. In addition to the materials provided by the Offeror, the Selection Committee may utilize site visits and/or may request and evaluate additional material, information, and/or references from other sources.
4. The Procurement Officer may invite any Offeror to make an in-person (oral) presentation and/or demonstration to the Selection Committee. The Procurement Officer may require that specific individuals identified in the Proposal Package participate in the oral presentation and/or demonstration.
5. The Procurement Officer may request written clarifications from any Offeror to clarify any ambiguity and/or minor irregularity.
6. The Selection Committee members will evaluate and rank all Proposals.
7. The ranking will be provided to the Procurement Officer.

5.13 Negotiations:

1. The Procurement Officer will invite the top ranked Offeror for negotiations. Prince William Water reserves the right to negotiate any and all elements, except legal requirements, of the evaluation criteria.
2. Prince William Water anticipates negotiating, at minimum, the following elements:
 - a) Staffing;
 - b) Labor hours per labor classification;
 - c) Labor rate per labor classification;
 - d) General and Overhead (G&O) rates, profit, expenses, and mark-up on materials.
3. At the conclusion of the negotiations the Procurement Officer will request a Best and Final Offer.
4. If after receipt and analysis of the Best and Final Offer, the Procurement Officer and the top ranked Offeror reach a mutual agreement on all elements, then the Procurement Officer will formally select the Offeror and request the Offeror to execute a Contract.
5. If the Procurement Officer and a top ranked Offeror cannot reach a mutual agreement on all elements, then the Procurement Officer will formally conclude the negotiations with the Offeror and begin the negotiations process following steps 2-4 above, with the next highest ranked Offeror.
6. This process will continue until the Procurement Officer selects an Offeror or determines that the current RFP process will be terminated if an agreement cannot be reached.

5.14 Award:

Award Notices will be posted online at the following address: [Solicitations | Prince William Water](#)

5.15 Evaluation Criteria

- A. The Selection Committee will base the initial and final evaluation on the following criteria:

Evaluation Criteria	Maximum Points per Evaluation Criteria
Qualifications and Government Experience of the Key Personnel (Refer to Section 6.4, Tab 2, A)	30
Qualification and Experience of the Firm in the Public Sector (Refer to Section 6.4, Tab 2, B)	10
Audit Methodology and Approach (Refer to Section 6.4, Tab 2, C)	30
Work Plan and Ability to Complete Audit by Required Deadlines (Refer to Section 6.4, Tab 2, D)	20

Other Intangible Factors (Refer to Section 6.4, Tab 2, E)	10
Maximum Evaluation Points	100

5.16 Minor Irregularities

Prince William Water reserves the right to waive minor irregularities in submitted Proposal Packages if such action is in the best interest of Prince William Water. A minor irregularity is defined as an issue that does not have an adverse effect on Prince William Water’s best interests and will not affect the outcome of the selection process by giving any Offeror an advantage or benefit not enjoyed by other Offerors.

5.17 Incurred Expenses

This RFP does not commit Prince William Water to select an Offeror nor will Prince William Water be responsible for any cost or expense which may be incurred by any Offeror in preparing and submitting a Proposal Package. By submitting a Proposal Package, You agree that Prince William Water bears no responsibility or obligation for any of Your costs associated with the preparation of Your Proposal Package, preparing and delivering presentations, and/or any administrative or judicial proceedings resulting from this RFP process.

5.18 Exceptions

If You take exception to any requirements in this RFP, including any contract terms in Attachment C Contract Agreement You shall clearly identify the item(s) that exception is taken to, succinctly state the reason for the exception, and include these item(s) in Your Proposal Package in Tab 7. Exceptions and Other Information.

5.19 Pre-Award Submittals

- A. Within ten (10) calendar days after Prince William Water provides written notification of selection, the Offeror shall furnish the below deliverables to the Procurement Officer.
 - 1. Required Pre-award Submittals:
 - a) Insurance certificate(s);
 - b) Copies of Commonwealth required licenses and/or certifications.
 - 2. If a selected Offeror fails to furnish the required submittals within the required time frame, Prince William Water may withdraw the selection from the Offeror and begin negotiations with the next ranked Offeror.

5.20 Conflict of Interest Disclosure

- A. This RFP is subject to the provisions of §2.2-3100, et seq. No member of the Board of Directors, or any employee of Prince William Water, or the spouse or any other relative who reside in the same household as any of the foregoing, may be a Consultant or Subconsultant in connection with any bid, or have a personal interest therein.
- B. Each Offeror shall complete and sign the specified section of the RFP Cover Page dealing with conflicts of interest.
- C. Each proposed Subconsultant shall also complete the attached **Form C – Subconsultant No-Conflict of Interest Form**.

5.21 Contract Type

Prince William Water will be issuing a firm fixed price Contract to establish terms and conditions, and pricing for work to be performed.

5.22 Term of Contract

- A. The term of any Contract issued from this RFP shall be for five (5) years from the date of award with an expiration date of December 31, 2030, and shall cover the audits of five consecutive fiscal years. This includes audits for the fiscal year ending June 30, 2026, June 30, 2027, June 30, 2028, June 30, 2029, and June 30, 2030, with work concluding by December 31, 2030.
- B. Option Period: If Prince William Water determines it to be advantageous, it may extend the term of the Contract by mutual agreement for a period of two (2) additional one (1) year periods or a combination of the years. This includes audits for fiscal years ending June 30, 2031, and June 30, 2032, with work concluding by December 31, 2031, and December 31, 2032.
- C. Extension of the Term of the Contract:

Prince William Water shall notify the Consultant in writing, one hundred twenty (120) Days prior to the expiration of the Agreement, or any extension thereof, of Prince William Water's intention. If Prince William Water elects to extend the Agreement, the Consultant shall immediately respond as to whether the Contract extension is acceptable. Such extension shall be executed within thirty (30) Days of Prince William Water's original notice.

5.23 Limited Confidentiality of Information

- A. Except as provided in the Virginia Public Procurement Act, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

- B. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to inspection.
- C. Trade secrets or proprietary information submitted by an Offeror in connection with this RFP shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the Offeror shall (i) invoke the protections of this section of the RFP and Virginia Code Section 2.2-4342.F prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. An Offeror shall not designate as trade secrets or proprietary information (a) the entire Proposal; (b) any portion of the Proposal that does not contain trade secrets or proprietary information; or (c) line-item prices or total Proposal prices. (Reference Form G) Upon termination or completion of services, at either Party's request, the receiving party will promptly return or destroy any confidential information of the other Party and, in the case of destruction, provide proof of the same.
- D. All material submitted becomes the property of Prince William Water and may be returned only at Prince William Water's option.

5.24 Competency of Offeror

- A. As part of its evaluation process, Prince William Water may make investigations to determine Your abilities to perform under this RFP. Such investigations may include requests for information such as Dun & Bradstreet reports, financial statements, bank, project or other references, information regarding other work under contract and the bonding of Subconsultants where applicable. Prince William Water reserves the right to REJECT Your Proposal Package if You fail to satisfy Prince William Water that You are properly qualified to carry out the obligations under this RFP.
- B. Prince William Water will not consider a Proposal Package or select a contract to any person, company or corporation that is in arrears, or is in default to Prince William Water upon any debt or contract, or that has defaulted as surety or otherwise upon any obligation to Prince William Water. The Offeror, if requested, must present within forty-eight (48) hours evidence satisfactory to the Procurement Officer of performance ability, and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these Specifications and Contract Documents.

5.25 Protest

- A. Any Offeror or Offerors may protest the award of, or the decision to award, a contract to any other Offeror or Offerors in accordance with in accordance with §2.2-4364 of the Code of Virginia, by submitting a written protest to the Procurement Manager at the address at the beginning of this RFP, within ten (10) days after the award of the contract or the decision to award a contract is made, whichever occurs first.
- B. Any protest shall state in detail the basis therefore, and the specific relief requested.

C. Written Submission:

1. The protester shall present its protest in a concise and logical written format to facilitate review. Failure to substantially comply with any of the requirements of this subsection may be grounds for dismissal of the protest.
2. The protest shall include at least the following information:
 - a) Name, address, email address, and fax and telephone numbers of the protester;
 - b) Solicitation number;
 - c) Detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protester;
 - d) Copies of supporting documents, if any;
 - e) Statement of relief requested;
 - f) All information establishing that the protester is an interested party for the purpose of filing a protest on an award decision; and,
 - g) All information establishing the timeliness of the protest.

D. The Director of Management and Budget shall decide all protests within ten (10) Days of receipt and shall issue a written finding. This decision shall be final unless the protester institutes legal action in accordance with §2.2-4364 of the Code of Virginia.

SECTION 6 SUBMITTAL REQUIREMENTS

6.1 Submittal Requirements

Firms, organizations, or individuals (hereafter “Offerors”) interested in submitting a Proposal Package (offer) in response to this RFP should submit 1 original, marked “ORIGINAL,” and 4 copies, each marked “COPY” and 1 USB Thumb Drive of their Proposal Package for review and evaluation by Prince William Water. Prince William Water will consider Your failure to follow these instructions during the evaluation process.

6.2 Economy of Presentation

- A. You should prepare Your Proposal Package simply and economically, providing a straightforward, concise description of Your solution and capabilities to satisfy the conditions and requirements of this RFP. Prince William Water does not desire fancy bindings, colored displays, or promotional material unless it specifically enhances Prince William Water’s understanding of Your offer. Your emphasis should be on completeness and clarity of content.
- B. Prince William Water is not liable or responsible for any costs incurred by any Offeror in responding to this RFP including, without limitation, costs for presentations, demonstrations, or interviews, if requested or required.

6.3 Proposal Package Guidelines

- A. To facilitate analysis of Your Proposal Package, You should prepare Your Proposal Package in accordance with the instructions outlined in this section. Prince William Water will consider Your failure to follow these instructions during the evaluation process.
- B. Prince William Water emphasizes that You should concentrate on accuracy, completeness, and clarity of content. Do not assume that You will have any opportunity to make a presentation or explain any item or detail.
- C. **Cross Referencing:** To the greatest extent possible, You should compose each section on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the Proposal Package. Unless otherwise clearly noted in a section, the Selection Committee will assume that information requested for Proposal Package evaluation which is not found in its designated section has not been included in the Proposal Package.
- D. **Indexing:** You should include a table of contents to delineate the topics and subsections for each Tab with more than five (5) pages.
- E. **Glossary of Definitions, Abbreviations and Acronyms:**
1. You should include a glossary of all key words or phrases that if misinterpreted by Prince William Water would impact the success of this project.
 2. You should identify and spell out any abbreviation or acronym used, with an explanation for each.
 3. Glossaries do not count against the page limitations for their respective sections.
- F. **Page Size and Format:**
1. A “page” is defined as all information that can be legibly printed within one piece of 8.5 x 11 inch piece of paper in accordance with the requirements 2-6 below:
 2. Text should be single-spaced;
 3. Text should be left justified;
 4. Text should be printed in a “portrait” layout;
 5. The text size should be not less than 11 point or more than 14 point;
 6. Margins should be one (1) inch on all four (4) sides;
 7. Pages should be numbered sequentially by Tab and Section; and,
 8. Printed materials should be duplexed / double-sided printing on sustainable materials as long as it does not prevent a reader from clearly understanding the Proposal Package.
 9. You should submit legible tables, charts, graphs, figures, and pictures wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays should be uncomplicated, legible and should be printed on 8.5 x 11 inch paper.
- G. **Binding and Labeling:**

1. You should submit the original paper Proposal Package in a three-ring loose leaf binder(s), with section tabs, which should permit the Proposal Package to lie flat when opened.
2. You should not staple pages together.
3. You should include a cover sheet in each binder, clearly marked with RFP SA 2511 Financial Auditing Services and the Offeror's name. You should place the same identifying on the spine of each binder.

H. **Proposal Package:**

1. You shall provide 1 original and 4 copies of the Proposal Package for this RFP in the required paper format described above with all the original signatures in a pen ink color other than black. Digital or electronic signatures are not acceptable.
2. You should submit 1 complete copy of the entire Proposal Package on USB Thumb Drive.
3. You should include on the USB Thumb Drive in addition to all of the required Proposal Package submittal information, a text “INDEX” file that lists all files on the USB Thumb Drive with the complete file name (filename plus extension) and a concise written description of what is included in the file.
 - a) You should submit all text files in the PDF format.
 - b) You should submit spreadsheets in a Microsoft Excel 2007 or Excel 2010 format.
 - c) You should scan and submit manufacturers’ specifications pages in the PDF format, or, in an HTML format.
 - d) You should submit pictures, photos, and/or drawings in JPG, BMP or GIF formats.
 - e) You should submit video clips in a .WMV format.
 - f) You should clearly print: “RFP SA 2511 – Financial Auditing Services” and the Offeror’s name directly on the top surface of each USB Thumb Drive with an indelible marker.
 - g) Electronic or facsimile (FAX) submission of Proposal Packages is not permitted for this RFP.

6.4 **Proposal Package Sections**

You should organize Your Proposal Package into the following major sections:

Tab 1 – Introduction, Profile & Required Information

- A. **RFP Cover Page and RFP Submission Form.** The RFP cover page and RFP Submission Form completed and signed.
- B. **Statement of Interest (not more than one page).** To be submitted on letterhead expressing why You are interested in this project.

- C. **Understanding of Services to be Provided (not more than 3 pages)**. State in Your own terms what You think this solicitation is about. Succinctly, describe Your understanding of Prince William Water’s challenge. Succinctly, describe in Your own terms what You think are Prince William Water’s anticipated outcomes.
- D. **Service Delivery Plan**. Describe succinctly how You plan to accomplish each of the objectives of these services.
- E. **SWaM Subcontracting Plan**: Consultants are encouraged to offer subcontracting opportunities to SWaM businesses to the greatest extent possible. If applicable, please provide a subcontracting plan with SWaM (Small, Women-owned, Minority-Owned and Service-Disabled Veteran-Owned Enterprises). (Reference Form D)
- F. **Firm Profile / Firm History (not more than 3 pages)**. Submit a brief profile of the firm describing its history, capabilities and recent successes.
- G. **Negotiation Team**. List the full names and functional titles of each person that will be part of Your negotiation team.
- H. **Acknowledgement of Addenda**, (if any).
- I. **Licenses & Permits If Applicable**. Documentation showing any licenses and/or permits required and applicable to this requirement.

Tab 2 – Evaluation Criteria

- A. **Qualifications and Government Experience of the Key Personnel**
 - a. Identify the principal supervisory and management Key Personnel, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is a Certified Public Accountant or has other applicable licenses or certifications. Provide resumes and information on the specific governmental audit experience (e.g. housing, retirement plans, utilities, investments, etc.) and membership in professional organizations of each person. Also, identify other engagements, if any, to which such Key Personnel will be assigned during the period of time they are performing this engagement.
 - b. Please indicate how the offeror would handle changes to Key Personnel for the duration of the engagement. Engagement partners, managers and other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These Key Personnel may also be changed for other reasons with the prior written permission of Prince William Water. However, in either case, Prince William Water retains the right to approve or reject replacements.
 - c. The Offeror should consider listing the specific government audit engagements each of the Key Personnel has served and which of those clients has received the GFOA

Certificate of Achievement for Excellence in Financial Reporting. Also, list the specific government training sessions each Key Personnel team member has attended.

- d. Provide information regarding the number, qualifications, experience and training, including relevant continuing professional education, of specific Key Personnel to be assigned to this engagement. Indicate how the quality of the Key Personnel team over the term of the engagement will be assured. Non-supervisory audit personnel may be changed at the discretion of the Auditor provided that replacements have substantially the same or better qualifications or experience.
- e. Provide other related government experience of team members such as GFOA Certificate of Achievement for Excellence in Financial Reporting reviewer or GFOA committee member.

B. Qualification and Experience of the Firm in the Public Sector:

- a. Include example projects which best illustrate the team's qualifications for this requirement. Refer to Tab 4 – References in this solicitation.
- b. Include a proposed Project Organization Chart for all personnel, Subcontractors, and outside personnel to be used on this project.
- c. Prince William Water reserves the right to conduct or have conducted background checks (professional, criminal, financial) on any person or organization proposed for this project).
- d. Provide the organization's diversity policies and/or plans. Information may include EEO Reports, minority owned business information, or other diversity plans or practices. Please include any progress and results.
- e. Provide the audit organization (the Offeror)'s latest American Institute of Certified Public Accountants (AICPA) peer review report and Part I of the firm's PCAOB inspection report, if applicable. Finalists may be asked to provide Part II of the firm's last PCAOB inspection report if the firm has been inspected by the PCAOB.
- f. Provide information on the Firm's system of quality control.

C. Audit Methodology and Approach: Provide a brief summary to emphasize Your approach to financial auditing services.

D. Work Plan and Ability to Complete Audit by Required Deadlines: Provide a brief summary regarding Your ability to perform the auditing services and meet the required deadlines.

E. Other Intangible Factors: such as qualities that set the firm apart from other firms.

Tab 3 – Proof of Insurability

Provide either a completed Accord form or a signed letter from Your insurance agency on its letterhead stating that You have or can get the required insurance coverage. See Attachment B – Required Insurance Limits for minimum requirements.

Tab 4 – References

- A. Provide at least five (5) recent references where the proposed product /service has been successfully used within the past five (5) years. Please use the attached **Form A – Offeror Reference Form**.
- B. Prince William Water cannot be used as a reference, however all past performance with Prince William Water will be considered during the evaluation process.

Tab 5 – Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous five (5) years where a court or administrative agency has ruled for or against You or Your organization in any matter related to You or Your organization’s professional activities.

Tab 6 – Subconsultants

- A. Provide a list of any proposed Subconsultants that You may use on this project. Provide the same information required in Tab 1 Sections E and F, Tab 2 Section A, and complete Tabs 3, 4, 5, and 6 for each Subconsultant.
- B. Include a completed Subconsultant Reference Form for each Subconsultant proposed. Please use the attached **Form B – Subconsultant Reference Form**.
- C. Include a completed Subconsultant No Conflict of Interest Form for each proposed Subconsultant. Please use the attached **Form C – Subconsultant No-Conflict of Interest Form**.

Tab 7 – Exceptions and Other Information

- A. Describe any exceptions You take with the requirements of this RFP.
- B. Provide any information that will provide insight to Prince William Water about Your qualifications, fitness and abilities. This information should be succinct.

Tab 8 – Financial Stability

Please note that the information requested under this Tab is not a requirement at the time of Proposal submission. You may note under this Tab that the information will be provided upon request.

You shall certify and provide a statement that You are financially stable and have the necessary resources, human and financial, to provide the services at the level required by Prince William Water. You should attach a copy of Your latest audited financial statement and Your latest Dun & Bradstreet (D & B) report. If You do not have an audited financial statement, provide Your latest financial statements and Your latest Dun & Bradstreet (D & B) report. Prince William Water reserves the right to use a third-party to verify financial information provided in any Proposal Package.

You shall be prepared to supply Your latest financial statement upon request, preferably a certified audit; however, Prince William Water will accept a third party prepared financial statement and the latest Dun & Bradstreet (D & B) report.

SECTION 7 INSURANCE REQUIREMENTS

- A. Each Offeror shall include in its Proposal Package proof of insurance capabilities, including but not limited to, the following requirements: (*Coverage must be purchased and in place prior to a purchase order or contract being executed by Prince William Water.*)
- B. The Consultant shall maintain insurance in the amounts and forms set forth below and shall provide a Certificate of Insurance to Prince William Water.
- C. The Consultant shall comply with the insurance requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated in the solicitation. Proposal Packages must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.
- D. The Consultant shall be responsible for its Work and every part thereof, and for all Materials, equipment, and property of any and all description used in connection therewith. The Consultant assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted Work.
- E. The Consultant shall, during the continuance of all Work under the Contract provide and agree to maintain the following:
 - 1. Worker's Compensation and employer's liability insurance under the Commonwealth of Virginia statutory requirements, to protect the Consultant from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or Subconsultants, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - 2. General liability insurance in the amount prescribed by Prince William Water, to protect the Consultant, its Subconsultants, and the interest of Prince William Water, against any and all injuries to third parties, including bodily injury and personal injury,

- wherever located, resulting from any action or operation under the Contract or in connection with the contracted Work. The general liability insurance shall also include the “Broad Form General Liability Endorsement”, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability coverage shall continue in force for one (1) year after completion of Work.
3. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Consultant. In addition, all mobile equipment used by the Consultant in connection with the contracted Work, will be insured under either a standard automobile liability policy, or a commercial general liability policy.
 4. Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.
 5. The Consultant shall provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best’s Key Rating of at least A-:VII.
 6. The Consultant shall provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Procurement Manager before any work is started.
 7. The Consultant will secure and maintain all insurance policies of its Subconsultants which shall be made available to Prince William Water on demand.
 8. The Consultant will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) Days of demand by Prince William Water. These certified copies will be sent to Prince William Water from the Consultant’s insurance agent or representative.
 9. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) Day written notice to the Procurement Manager. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the Consultant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Procurement Manager.
 10. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Consultant fail to provide acceptable evidence of current insurance within thirty (30) Days of written notice at time during the Contract term, Prince William Water shall have the absolute right to terminate the Contract without any further obligation to the Consultant, and the Consultant shall be liable to Prince William Water for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
 11. Compliance by the Consultant and all Subconsultants with the foregoing requirements as to carrying insurance shall not relieve the Consultant and all Subconsultants of their liabilities and obligations under this section or under any other section or provisions of the Contract.
 12. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude Prince William Water from supervising and/or inspecting the project as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons

- directly employed by it and of the Subconsultants and any person employed by the Subconsultants.
13. Nothing contained herein shall be construed as creating any contractual relationship between any Subconsultant and Prince William Water. The Consultant shall be as fully responsible to Prince William Water for the acts and omissions of the Subconsultants and of persons employed by them as it is for acts and omissions of persons directly employed by it.
 14. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 15. The Consultant and all Subconsultants shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
 16. If the Consultant does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Procurement Manager, may be considered.
 17. Prince William Water shall be named additional insured in the general liability policies and stated so on the certificate of insurance.
 18. Coverages and Limits – For specific Coverages and Limits required for this project, see **Attachment B Required Insurance Limits**.

SECTION 8 FORMS

Included on the subsequent pages are the following forms:

Form A – Offeror Reference Form

Form B – Subconsultant Reference Form

Form C – Subconsultant No Conflict of Interest Form

Form D – SWaM Subcontracting Plan

Form E - Proposal Package Checklist

Form F – State Corporation Commission Form

Form G – Proprietary Information

Form A – Offeror Reference Form

(Prince William Water cannot be used as a reference.)

The Offeror shall be a competent and experienced organization with an established reputation within the community performing the type of work required for this contract. The Offeror shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of at least five (5) recent projects completed by Your firm that can substantiate past work performance and experience in the type of work required for this contract. Prince William Water may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to Prince William Water all such information and data for this purpose as Prince William Water may request.

1. Firm Name _____

Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of Your project supervisor: _____
Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____ Actual completion date: _____
Description of Work Performed: _____

2. Firm Name _____

Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of Your project supervisor: _____
Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____ Actual completion date: _____
Description of Work Performed: _____

3. Firm Name _____

Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____ Actual completion date: _____

Description of Work Performed: _____

4. Firm Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____ Actual completion date: _____

Description of Work Performed: _____

5. Firm Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____ Actual completion date: _____

Description of Work Performed: _____

Form B – Subconsultant Reference Form

(Submit a separate reference form for each proposed Subconsultant)

Prince William Water reserves the right to reject offers from any firm not meeting the minimum qualifications. If any proposed Subconsultant's experience is not deemed acceptable to Prince William Water, Prince William Water shall inform the Consultant and the Consultant must identify an acceptable substitute prior to award without effecting the prices proposed. Subconsultant shall be a competent and experienced firm with an established reputation within the community. Each Subconsultant shall have performed similar work for a minimum period of **five (5)** years. Furnish a representative list of at least three (3) projects.

SUBCONSULTANT'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT NAME: _____

DESCRIPTION OF ITEM(S) TO BE SUBCONTRACTED: _____

1. Firm Name: _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Description: _____

2. Firm Name: _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Description: _____

3. Firm Name: _____

Address: _____

Contact Person: _____ Current phone #: _____

Email Address: _____

Contract Amount: _____ Name of Your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Description: _____

Form C – Subconsultant No-Conflict of Interest Form

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized representative of the firm of
(*Firm Name*) _____ whose address is
_____, and that I
possess the legal authority to make this affidavit on behalf of myself and the firm for which I am
acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,
real or apparent, due to ownership, other clients, contracts, or interests associated with this
project; and,
3. This Proposal Package is made without prior understanding, agreement, or connection with any
corporation, firm, or person submitting a Proposal Package for the same services, and is in all
respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____ 202_

Personally Known _____
or Produced Identification _____, Type of Identification _____

My Commission Expires _____

(Printed, typed or stamped commissioned name of notary)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL
PACKAGE FOR EACH PROPOSED Subconsultant**

Form D – SWaM Subcontracting Plan

In reference to Section 1 and Attachment D in the solicitation, the Bidder/Offeror should provide its SWaM Subcontracting Plan by completing the following:

Bidder/Offeror Name: _____

Preparer Name: _____ **Date:** _____

- Who will be doing the work:**
- I plan to use SWaM certified Subcontractors.
 - I am a certified SWaM business and plan to complete all work.
 - I am not a certified SWaM business and I have no plan to use SWaM certified Subcontractors.

Instructions

- A. If you are a certified SWaM business, complete only Section A of this form.
- B. If you are not a certified SWaM business, complete Section B of this form.
- C. If you are not a certified SWaM business and do not have a plan to use certified SWaM subcontractors, please provide your subcontractors' information by completing Form B.

Section A

If your firm is certified SWaM business provide your certification number and name of the certifying organization and the date of certification.

Certification number: _____ Certification Date: _____

Name of Certifying Origination: _____

Section B

If the "I plan to use certified SWaM subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of certified SWaM businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified SWaM businesses include but are not limited to certified women-owned and minority-owned businesses and businesses with service-disabled veteran-owned status that have a SWaM business certification.

B. Plans for Utilization of SWaM for this Procurement

Subcontract #1

Company Name: _____ SWaM Cert #: _____

Contact Name: _____ SWaM Certification: _____

Certifying Organization: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #2

Company Name: _____ SWaM Cert #: _____

Contact Name: _____ SWaM Certification: _____

Certifying Organization: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #3

Company Name: _____ SWaM Cert #: _____

Contact Name: _____ SWaM Certification: _____

Certifying Organization: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #4

Company Name: _____ SWaM Cert #: _____

Contact Name: _____ SWaM Certification: _____

Certifying Organization: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Form E - Proposal Package Checklist

Before submitting Your Proposal Package, review the submittal requirements and ensure each section is included. Failure to include the required materials may preclude the Selection Committee from considering Your Proposal Package.

RFP Reference	Description	N/A (x)	✓	By (initial)	PWW Use
Sect. 5.2	Delivery of Proposal Package				
Sect. 6.3 E	Glossary of Definitions, Abbreviations and Acronyms				
Sect. 6.3 G	Binding and Labeling				
Sect. 6.4 Tab 1 Sec A	RFP Cover Page and RFP Submission Form				
Sect. 6.4 Tab 1 Sec B	Statement of Interest				
Sect. 6.4 Tab 1 Sec C	Understanding of Services to be Provided				
Sect. 6.4 Tab 1 Sec D	Service Delivery Plan				
Sect. 6.4 Tab 1 Sec E	Firm Profile/Firm History				
Sect. 6.4 Tab 1 Sec F	Negotiation Team				
Sect. 6.4 Tab 1 Sec G	Acknowledgement of Addenda				
Sect. 6.4 Tab 1 Sec H	Licenses & Permits				
Sect. 6.4 Tab 2 Sec A	Qualifications and Government Experience of the Key Personnel				
Sect. 6.4 Tab 2 Sec B	Qualification and Experience of the Firm in the Public Sector				
Sect. 6.4 Tab 2 Sec C	Audit Methodology and Approach				
Sect. 6.4 Tab 2 Sec D	Work Plan and Ability to Complete Audit by Required Deadlines				
Sect. 6.4 Tab 2 Sec E	Other Intangible Factors				
Sect. 6.4 Tab 3 & Attachment B	Proof of Insurability				
Sect. 6.4 Tab 4	References				
Sect. 6.4 Tab 5	Litigation				
Sect. 6.4 Tab 6	Subconsultants				
Sect. 6.4 Tab 7	Exceptions and Other Information				
Sect. 6.4 Tab 8	Financial Stability				
Form A	Offeror Reference Form				
Form B	Subconsultant Reference Form				
Form C	Subconsultant No-Conflict of Interest Form				
Form D	SWaM Subcontracting Plan				
Form E	Proposal Package Checklist				
Form F	State Corporation Commission (SCC) Form				
Form G	Proprietary Information				

Form F-State Corporation Commission Form

Under Section 5.6 of the General Provisions of Contract Agreement, the Bidder/Offeror agrees, if this bid is accepted by Prince William Water , for such services and/or items, that the Bidder/Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Bidder/Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for termination by Prince William Water .

Bidders/Offerors shall complete the following by checking the appropriate line that applies and provide the required information. Bidders/Offerors:

is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

is pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for bids/proposals. (*Prince William Water reserves the right to determine in its sole discretion whether to allow such waiver.*)

Legal Name of Company (as listed on W-9)

Legal Name of Bidder /Offeror

Date

Authorized Signature

Print or Type Name and Title

Form G-Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal may be rejected.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

RETURN THIS PAGE, IF APPLICABLE

ATTACHMENT A SCOPE OF WORK

SECTION 1 GENERAL REQUIREMENTS

1.1 Auditing Standards

The selected firm shall furnish all expertise, labor and resources to provide Financial Auditing Services in accordance with the scope of work outlined hereinafter. The Auditor shall conduct the audit and render their reports in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* issued by the Comptroller General of the United States (GAS), and the *Specifications of Audits of Local Authorities, Boards and Commissions* issued by the Auditor of Public Accounts (APA) of the Commonwealth of Virginia.

1.2 Annual Comprehensive Financial Report (ACFR)

- A. The Auditor shall audit the statements of net assets, statements of revenues expenses, and changes in net assets and statements of cash flows for the purposes of expressing an opinion on the fair presentation of its financial statements in conformity with general accepted accounting principles. The Auditor is expected to review, as to content, scope and presentation, the transmittal letter and statistical section of the ACFR, giving advice on those sections of the report.
- B. The Auditor shall express an opinion at the end of the audit. If the Auditor is not able to express an unqualified opinion, they will furnish in advance and on a timely basis, to Prince William Water and the Auditor of Public Accounts of the Commonwealth of Virginia, reasons for (1) qualifying the opinion, (2) disclaiming an opinion, or (3) rendering an adverse opinion.
- C. The Auditor shall meet with Prince William Water's Audit Committee at least two (2) times (prior to beginning the audit, upon substantial completion prior to issuing an opinion and any other times necessary during the audit). At the request of the Audit Committee Chairperson, the Auditor shall report to Prince William Water's Board of Directors at a public meeting following completion of the audit.
- D. The Auditor will undertake to keep Prince William Water fully informed as to new GASB pronouncements.

SECTION 2 SPECIFIC REQUIREMENTS

2.1 Single Audit Report

The Auditor shall perform Single Audits as required in accordance with the Office of Management and Budget Uniform Guidance.

2.2 GFOA

The Government Finance Officers' Association of the United States and Canada (GFOA) has awarded Certificates of Achievement in Financial Reporting to Prince William Water for its

Annual Comprehensive Financial Report. The first certificate was awarded to Prince William Water for fiscal year ended June 30, 1989. Certificates have been awarded for every year thereafter.

Prince William Water will continue to send its ACFR to the GFOA for review in its Certificate of Achievement for Excellence in Financial Reporting Program. The Auditor shall provide special assistance to Prince William Water to meet the requirements of that program. This may include the following:

- A. Review the ACFR for compliance with GFOA's requirements.
- B. Review and provide comments on Prince William Water's written responses to the GFOA's program comments from the prior year's ACFR.
- C. Review the GFOA checklist, if needed, prior to its submission to GFOA.

2.3 Internal Controls

The Auditor shall issue a report on internal controls over financial reporting and on the auditor's tests of Prince William Water's compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The report shall communicate any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that are identified during the audit. The auditor will also communicate to the Audit Committee (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known during the audit, and (b) any instances of noncompliance with laws and regulations that they become aware of during the audit (unless they are clearly inconsequential).

2.4 Debt Compliance

- A. In connection with the audit, the auditor shall review compliance with all applicable terms, covenants, or conditions of Prince William Water's Lender Financing Agreements, to include communication of any knowledge of the occurrence of any condition or event which constitutes, or which with notice or lapse of time, or both, would constitute an Event of Default.
- B. The Auditor will issue an audit report for each Financing Agreement and Master Indenture stating whether, during the course of the audit, anything came to the auditor's attention that caused them to believe that the entity failed to comply with the terms, covenants, or conditions its Financing Agreements.

2.5 Examination Services

The Auditor shall examine, in accordance with attestation standards established by the American Institute of Certified Public Accountants, Prince William Water's assertion that the census data reported to the Virginia Retirement System (VRS) is complete and accurate based on criteria set forth by the VRS and Board of Trustees' plan provisions as mandated by the Code of Virginia Sections 51.1-136.

2.6 Other Services to be Performed

From time to time, Prince William Water may request additional auditing or other consulting services as needed. Other consulting services may include specified agreed upon procedures related to construction contracts, or debt issuances. Insofar as these services may be performed by the Auditor so as not to violate applicable independence and ethics rules, these services will be provided under a separate engagement letter from the annual financial statement audit. Fees (or hourly rates) for other such engagements should be included in the Cost Proposal

2.7 Minimum Requirements of the Auditor

Prince William Water looks to its Auditor as a professional resource regarding governmental accounting and financial advice and service. This necessitates engaging a firm highly experienced in this area.

Therefore, the Auditor must be licensed to perform the audit as provided in the applicable laws of the Commonwealth of Virginia and be independent as that term is defined in the AICPA's independence and ethics rules.

The Auditor must also:

- A. Have recent governmental audit experience and specific experience with the GFOA and the GASB. The proposal must include a listing of the firm's clients and experience.
- B. Sponsor governmental audit training courses for its staff and share information regarding training opportunities for Prince William Water staff in applicable subject matters (such training for Prince William Water staff at Prince William Water expense).
- C. Have a local governmental client who received the GFOA Certificate of Achievement for Excellence in Financial Reporting within the last three (3) years.
- D. Assign the Audit Partner and/or Manager from a local office. The Audit Partner must have five (5) years and Manager must have three (3) years of current local government audit experience. The Audit Manager and/or Audit Senior shall remain on the engagement for the initial term of the contract unless he/she terminates employment or changes duties in the firm. Resumes for the engagement team must include specific government experience, engagements and their roles in the engagement and government courses attended and/or taught. A team member qualified to review the Annual Comprehensive Financial Report (ACFR) for the GFOA Certificate of Excellence in Financial Reporting program is preferred.
- E. Be able to provide qualified staff and supervision on a day-to-day basis.

2.8 Working Papers

Prince William Water will use its best efforts to make prior audit reports and supporting work papers available to the Auditor.

Pertaining to this contract, all working papers and reports must be retained, at the Auditor's expense, for the duration of the contract, plus a minimum of five (5) years thereafter, unless the firm is notified in writing by Prince William Water of the need to extend the retention period. The

Auditor will be required to make working papers available upon request by Prince William Water or Auditors of the Federal or State government, or by subsequent independent Auditors.

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

2.9 Meetings

The Auditor shall schedule periodic conferences with Prince William Water officials, especially at key dates in the audit process, such as, initial planning, before interim fieldwork (if applicable) and at the end of final fieldwork. The purpose of these meetings is to keep Prince William Water fully informed on the scope and progress of the audit. In addition, the Auditor is required to attend and/or present its opinion and management letter to Prince William Water's Audit Committee and, if requested by the Audit Committee Chairperson, the Board of Directors at their regularly scheduled meetings following completion of the audit.

The Auditor shall meet with Prince William Water's Audit Committee at least two times (prior to beginning the audit, upon substantial completion prior to issuing an opinion and any other times necessary during the audit). At the request of the Audit Committee Chairperson, the Auditor shall report to Prince William Water's Board of Directors at a public meeting following completion of the audit.

2.10 Submission of Reports

Following the completion of the audits of each year's financial statements, the auditor shall issue:

- A. A report on the examination of Prince William Water's assertion the census data reported to the Virginia Retirement System (VRS) was complete and accurate based on criteria set forth by the VRS and the Board of Trustees' plan provision as mandated by the *Code of Virginia* in Sections 51.1-136 no later than September 30 of each examination year.
- B. A management letter, and other required correspondence addressed to Prince William Water's Board of Directors (BOD), regarding the Auditor's consideration of Prince William Water's internal control over financial reporting, and compliance with provisions of laws, regulations, contracts, grant agreements and other matters prior to the issuance of the audit opinion. All audit findings that are candidates for inclusion in the management letter must be discussed with the Accounting Manager, the responsible Division Director and the Director of Finance prior to formal issuance.
- C. An opinion on the fair presentation of the general purpose financial statements and supplementary schedules as presented in the ACFR in conformity with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (GAS); *Specifications of Audits of Local Authorities, Boards and Commissions* issued by the Auditor of Public Accounts (APA)

of the Commonwealth of Virginia shall be provided to Prince William Water no later than November 30 of each audit year.

- D. A report on internal control over financial reporting and on internal control over financial reporting and on tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters shall be provided to Prince William Water no later than November 30 of each audit year.
- E. The Auditor shall provide letters to underwriters as required for each issuance of bonds, as needed, and/or notes of Prince William Water for each fiscal year during the contract and issue debt compliance opinion letters as required by bond indentures and a certificate as to no default in financing agreements no later than November 30 of each audit year.
- F. The Auditor shall make an immediate written report to the Audit Committee and Board of Directors of all irregularities and illegal acts or indications of illegal acts of which they become aware, as well as a summary in compliance with generally accepted auditing standards (AU-C 260, *The Auditors Communication With Those Charged with Governance*).
- G. Reports pertaining to the financial and compliance audit undertaken pursuant to OMB Uniform Guidance for Single Audits, as needed.

The Auditor will conduct a Compliance Audit for the purposes of expressing an opinion on Prince William Water's compliance with the Bond Indentures. The Auditor shall submit a letter to the Director of Finance for subsequent delivery to Prince William Water's Trustee and the Trustee for the Virginia Resources Authority (VRA) agreements regarding the compliance with the terms of the covenants and provisions of the Agreements. There may be additional compliance requirements similar to the above for bonds issued in the future.

2.11 Project Schedule

By March 31 of each fiscal year, the Auditor shall submit a proposed work schedule containing the on-site dates and times, work to be accomplished, and schedules/information required from Prince William Water staff.

Each firm should include a proposed schedule for their audit based around the following requirements of Prince William Water:

- A. Meet with the Audit Committee
- B. Complete interim field work - prior to fiscal year end;
- C. Begin audit field work - estimated around forty-five (45) to sixty (60) calendar days following fiscal year end;
- D. Prepare and issue Debt Compliance Letter to be addressed to the Trustee - at least two weeks prior to filing deadline (filing deadline is 180 days after fiscal year end (December 31));

- E. Complete final audit field work to include all proposed audit adjustments related to the ACFR - within 105 calendar days following fiscal year end (October 15);
- F. Substantially complete audit of financial statements and schedules- within 120 calendar days following fiscal year end (October 31);
- G. Complete review of ACFR, meet with the Audit Committee, and issue Auditor's opinion - within 150 calendar days following fiscal year end (November 30);
- H. Issue all final management letters - within 150 calendar days following fiscal year end (November 30);
- I. As requested, attend Board of Directors meeting - following the issuance of the financial statements and management letters. Prince William Water officials will schedule this date as close to the issuance date as practical, typically at the public meeting in January.

SECTION 3 OFFICE ACCOMODATIONS

Prince William Water will provide the Auditor with reasonable office accommodations. The Auditor will also be provided with reasonable access to telephone lines, internet access, and photocopying facilities.

All work conducted on Prince William Water premises will be accomplished during Prince William Water's office hours of 8:30 a.m. and 5:00 p.m., Mondays through Fridays, unless otherwise prearranged. While Auditor personnel are at Prince William Water sites, they are required to comply with all rules and regulations of Prince William Water with specific mention being made of complying with rules and regulations governing conduct with respect to health and safety not only as they relate to themselves, but also to Prince William Water personnel.

ATTACHMENT B REQUIRED INSURANCE LIMITS

Insurance Coverages and Limits:

Coverage Required		Minimum Limits
1.	Workers' Compensation and Employers' Liability:	Statutory Limits of the Commonwealth of VA:
	Admitted in Virginia	Yes
	Employers' Liability	\$500,000
	All State Endorsement	Statutory
2.	General Liability	\$1,000,000 Combined Single Limit
	Contractual Liability	Bodily Injury and Property Damage
	Personal Injury	Each Occurrence
3.	Automobile Liability	\$2,000,000 Combined Single Limit
	Owned, Hired & Non-Owned	Bodily Injury and Property Damage
	Personal Injury	Each Occurrence
4.	Umbrella or Excess Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
5.	Prince William Water named as additional insured on General Liability Policies (This coverage is primary to all other coverage Prince William Water)	
6.	Professional Liability	\$2,000,000 per Occurrence, \$6,000,000 Aggregate
7.	Cancellation notice in accordance with policy provisions required.	
8.	Best's Guide Rating	A-:VII or Better, or Equiv.
9.	The Certificate must state Contract No. SA 2511	

ATTACHMENT C CONTRACT AGREEMENT

**PRINCE WILLIAM COUNTY SERVICE AUTHORITY
d/b/a PRINCE WILLIAM WATER**

Contracts Department

4 County Complex Court, Woodbridge, Virginia 22192
T: (703) 396-6444 F: (703) 335-7954



BP CA

CONTRACT/AGREEMENT

AGREEMENT NUMBER: SA-2511

SUBJECT: Financial Auditing Services

BY AND BETWEEN:

Prince William Water:

PRINCE WILLIAM COUNTY SERVICE AUTHORITY d/b/a
PRINCE WILLIAM WATER
4 COUNTY COMPLEX COURT
WOODBRIDGE, VIRGINIA 22192
T: (703) 396-6444 / F: (703) 335-7954

And the Consultant:

Consultant Name
[Address][Address]
Telephone: [Telephone]
Fax: [Fax]
Contact Person: [Contact Person]
Email: [Email]

Table of Contents

SECTION 1 DEFINITIONS.....2

SECTION 2 SCOPE OF SERVICES5

SECTION 3 CONTRACT/AGREEMENT PROCESS/AUTHORIZATION OF SERVICES.....6

SECTION 4 SPECIAL TERMS AND CONDITIONS 6

4.1 Compensation Billing and Payment 6

4.2 Contract Term/Contract Period Renewal 7

4.3 Availability of Prince William Water’s Personnel..... 7

4.5 Access (Equipment) 9

4.6 Access (Facilities) 9

4.7 Record Drawings and Specifications (NOT USED)..... 9

4.8 Surveys (NOT USED)..... 9

4.9 Consultant Personnel..... 9

4.10 Environmental Violations 10

4.11 Intellectual Property Indemnity..... 10

SECTION 5 GENERAL PROVISIONS 10

5.1 Independent Consultant..... 10

5.2 No Assignment of Contract..... 11

5.3 Governing Law..... 12

5.4 Permits, Licenses, Certificates, and Taxes 12

5.5 Legal Fees (NOT USED) 12

5.6 Consultant Must Be Authorized To Transact Business In The Commonwealth 13

5.7 Indemnification and Hold Harmless 13

5.8 Disclaimer of Liability 13

5.9 Non-discrimination of Consultants 14

5.10 Anti-Discrimination 14

5.11 Ethics in Public Contracting..... 15

5.12 Drug-Free Workplace To Be Maintained By Consultant For Contracts Over \$10,000.... 15

5.13 Terminations 15

5.14 Material Breach 24

5.15 Causes of Delay..... 24

5.16	Prime Consultant.....	25
5.17	Payments to Subconsultants.....	25
5.18	Acceptance of Deliverables.....	26
5.19	Payment Terms.....	26
5.20	Material and Workmanship.....	27
5.21	Modifications or Changes to the Contract.....	27
5.22	Modifications to the Contract Due to Public Welfare, Change in Law or Ordinances.....	28
5.23	Waiver of Claims.....	28
5.24	Disputes and Claims.....	29
5.25	Compliance with Occupational Safety and Health (OSHA) Requirements.....	31
5.26	Records and Right to Audit.....	31
5.27	Strikes or Lockouts.....	32
5.28	Ownership of Documents/Deliverables.....	33
5.29	Authorized Workforce Documentation (E-Verify).....	34
5.30	Right to Require Performance.....	34
5.31	Waiver.....	34
5.32	Prince William Water’s Responsibilities.....	35
5.33	Avoidance of Conflicts of Interest.....	35
5.34	Insurance.....	36
5.35	Insurance Limits of Liability.....	37
5.36	Additional Insurance Terms and Conditions.....	37
5.37	Representative of Prince William Water and Consultant.....	38
5.38	All Prior Agreements Superseded.....	39
5.39	Consultant’s Responsibilities.....	39
5.40	Certifications of Wage Rates.....	42
5.41	Notices.....	42
5.42	Confidentiality.....	43
5.43	Headings.....	46
5.44	Exhibits.....	46
5.45	Counterparts.....	46
5.46	Words and Phrases.....	46

5.47	Notice of Commencement/Notice to Proceed	47
5.48	Nonwaiver of Defaults – (NOT USED)	47
5.49	Patent Indemnity	47
5.50	Consultant’s Equipment and Facilities.....	48
5.51	Use of Prince William Water’s Equipment or Facilities	48
5.52	Consultant’s Security Responsibilities.....	48
5.53	Damage of Property	50
5.54	Inspection of Work.....	50
5.55	Cooperation	50
5.56	Progress	50
5.57	Assignment Upon Termination	51
5.58	Warranties and Limit of Liability – (NOT USED)	51
5.59	Order of Precedence	51
5.60	Severability	51
EXHIBIT A	SCOPE OF WORK	A-1
EXHIBIT B	COMPENSATION AND LABOR COSTS	B-1
EXHIBIT C	REQUIRED INSURANCE LIMITS	C-1
EXHIBIT D	INVOICING PROCEDURES	D-1
EXHIBIT E	TRAVEL AUTHORIZATION FORM	E-1
EXHIBIT F	SUBCONSULTANT’S LIST	F-1
EXHIBIT G	OTHER.....	G-1
EXHIBIT H	SAMPLE ENGAGEMENT LETTER.....	H-1

AGREEMENT SA-2511

Between

THE PRINCE WILLIAM COUNTY SERVICE AUTHORITY d/b/a
PRINCE WILLIAM WATER

And

CONSULTANT NAME

For

THIS Financial Auditing Services Agreement (hereinafter referred to as the “Agreement”) is made between the Prince William County Service Authority d/b/a Prince William Water (hereinafter referred to as “Prince William Water” or “Owner”), AND

Consultant Name authorized to do business in the State of Virginia (hereinafter referred to as “Consultant”), whose place of business is [Insert Address].

WHEREAS, Prince William Water solicited proposals from qualified consultants on [Insert Date of RFP Release], pursuant to Prince William Water RFP SA-2511. Consultant submitted a response to the RFP dated [Insert Date of Response Submittal]. Based upon the representations of Consultant in the Response to RFP, which representations Prince William Water has relied upon, Prince William Water selected the Consultant to provide said continuing Financial Auditing Services for Prince William Water;

WHEREAS, the Consultant is willing and able to perform such professional services for Prince William Water within the basic terms and conditions set forth in this Agreement; and

WHEREAS, the purpose of this Agreement is not to set forth certain terms and conditions which shall be incorporated into subsequent supplemental Engagement Letters for services required under this Agreement;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, Prince William Water and Consultant agree as follows:

SECTION 1 DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

- 1.1 **Administrative Contracting Officer (ACO) also referred to as Contract Administrator:** Prince William Water employee holding a valid Warrant and designated to manage and document the Consultant's performance and compliance with all of the terms and conditions of the Contract. The ACO manages contract change orders, modifications and amendments, approving, or recommending approval of the same, if required. The ACO assigns contract management functions to the Contracting Officer Representative (COR), subject to established threshold limitations, for each designated contract.
- 1.2 **Consultant:** The person or entity, including employees, servants, partners, principals, agents, and assignees that obtained from Prince William Water a contract to provide the services set forth herein.
- 1.3 **Consultant Project Manager:** The Consultant person responsible for the Project.
- 1.4 **Contract/Agreement:** When used as a proper noun and capitalized the terms "Contract" or "Agreement" shall mean: this agreement. (When used as a common noun with lower case the terms "contract" or "agreement" shall mean: a mutually binding legal agreement between two or more parties.).
- 1.5 **Contract Documents:** The Contract Documents establish the rights and obligations of the Consultant and Prince William Water and include the Engagement Letter, Addenda (which pertain to the Contract Documents), the Notice to Proceed, the Agreement, together with all Written Amendments, Change Orders, and Contract Administrator's/ACO's written interpretations and clarifications issued on or after the Effective Date of this Agreement.
- 1.6 **Contractor: NOT USED**
- 1.7 **Contracting Officer:** Prince William Water person that has been legally authorized and responsible to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by the General Manager and Board of Directors.
- 1.8 **Contracting Officer Representative (COR) also referred to as Prince William Water Project Manager:** the representative of the ACO responsible for the inspection and approval or disapproval of all Deliverables and payment of invoices under Prince William Water Contracts. Designation as a COR does not convey authority to execute Contracts or Change Orders.
- 1.9 **Change Order:** A written order to the Consultant executed by Prince William Water, issued after execution of an agreement, authorizing and directing an addition, deletion or revision in the Work or an adjustment in the compensation and/or schedule.

- 1.10 **Day (s):** The word “Day” means a Calendar Day of 24 hours measured from midnight to the next midnight. Days in this Contract shall mean consecutive Calendar Days, unless otherwise specified.
- 1.11 **Deliverable(s):** All electronic and/or physical items, products, reports, studies, calculations, plans, drawings, surveys, maps, models, photographs, and specifications, the Consultant must deliver to Prince William Water, at a specified date(s), and meeting the criteria defined in this Agreement and/or all other subsequent task and sub-task agreement pursuant to this Agreement.
- 1.12 **Defective Work:** The word “Defective”, when modifying the word “Work”, refers to work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Contract Administrator’s/ACO’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Prince William Water).
- 1.13 **Dollar “\$”:** United States of America dollars.
- 1.14 **Drawings: NOT USED**
- 1.15 **Effective Date of the Contract/Agreement:** The date this Contract/Agreement becomes effective as documented by Prince William Water on the signature page of the Contract/Agreement.
- 1.16 **Engagement Letter:** A written agreement between Prince William Water and the Consultant meeting the requirements set forth in this Financial Auditing Services Agreement to perform work as described in EXHIBIT A, Scope of Work herein, or as approved by the Board of Directors.
- 1.17 **Final Payment:** Payment made by Prince William Water for completed services and representing the balance of Prince William Water’s financial obligation for a specified project.
- 1.18 **Hourly Rate:** The rate specified in the Agreement for the individual employee and employee category on a specific project. The rates are as specified in the attached EXHIBIT B, Compensation and Labor Costs.
- 1.19 **Intellectual Property Rights:** All of Consultant’s rights, title, and interest under and to all trademarks, service marks, copyrights, know-how, trade secrets, curricula, textbooks, reference material, tests, online course material and programming, computer programs, sound files, technology, software, techniques, methods, ideas, and processes incorporated into or delivered in the course of performing the Work and all other forms of intellectual property rights and protections throughout the world, whether delivered via Internet download, or other media, relating to and the materials and all future modifications, refinements, and improvements thereto, and any divisions, reissues, continuations in part, and extensions of the foregoing now or hereafter owned by or under which now has the rights.

- 1.20 **Key Personnel:** Designated responsible person or persons whose individual action or inaction can impact the timely accomplishment of the performance objective(s).
- 1.21 **Lump Sum:** A method of payment to the Consultant for a fixed sum amount, which constitutes Total Compensation to the Consultant for the performance by the Consultant of the Work stated in the Agreement.
- 1.22 **Materials:** All information, works of authorship, programs, systems, processes, methodologies, techniques, concepts, tools, analytical approaches, data, database models and designs, discoveries, inventions, ideas, and materials related thereto (whether patentable or not), including all documentation, technical information or data, specifications and designs and any changes, improvements, or modifications thereto or derivatives of any of the foregoing.
- 1.23 **Maximum Amount Not-To-Exceed Compensation: NOT USED**
- 1.24 **Maximum Base Rate: NOT USED**
- 1.25 **Maximum Fully Burdened Rate: NOT USED**
- 1.26 **Non-Reimbursable:** Costs or expenses for items and/or services that will not be directly invoiced to Prince William Water by the Consultant.
- 1.27 **Notice to Proceed:** A written notice issued by the Owner to the Consultant fixing the date on which the Contract Times will commence to run and on which Consultant shall start to perform the Work under the Contract Documents.
- 1.28 **Other Direct Costs (ODCs):** The non-salary expenses directly and indirectly attributable to the Work not covered under the non-reimbursable factor as specified in Table 2 to EXHIBIT B, Non-Reimbursable costs, which incorporated this Agreement by reference. ODCs include, but are not limited to, outside reproduction services for reproduction, printing, binding and photocopying of drawings, specifications, renderings, and other documents, high-end software maintenance charges, regulatory fees paid for securing approval of authorities having jurisdiction over the Work; and work-related travel expenses as listed in item 1.34 of this Section. Subconsultant services are excluded.
- 1.29 **Multiplier: NOT USED**
- 1.30 **Project Agreement/Task Order: NOT USED**
- 1.31 **Specifications:** That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.32 **Subconsultant:** An entity having a direct contract with the Consultant, or with any Subconsultant, for the performance of a part of the Work.
- 1.33 **Total Compensation:** The total amount of compensation payable to Consultant for work under the Agreement, including, without limitation, Hourly Rates, Other Direct Costs,

Travel Expenses, and all other costs and expenses incurred by Consultant or related to Consultant's services under the Agreement.

- 1.34 **Travel Expenses:** Actual mileage, meals, and lodging expenses incurred directly for the Work for travel to and from the County. No overnight travel or out-of-town travel outside of Prince William County shall be reimbursed unless the Consultant has secured written authorization for such travel from Prince William Water's General Manager, or his designee (see EXHIBIT E, Travel Authorization Form). Reimbursement for travel expenses shall be at actual rates and shall not exceed per diem rates as established by GSA guidelines (<http://www.gsa.gov/portal/category/104715>).
- 1.35 **Work Change Directive: NOT USED**
- 1.36 **Work, Work Product or Works Made for Hire:** The entire services or the various separately identifiable parts thereof required to be provided by the Consultant under this Agreement. Work Product or Works Made for Hire as provided as a Deliverable under this Agreement shall be owned by Prince William Water with the exception of pre-existing Consultant Intellectual Property Rights as defined in Section 5.28.7.
- 1.37 The terms "in writing" and "written" mean documents permanently inscribed or printed on paper, submitted by facsimile (fax), or submitted by e-mail, unless otherwise specified.

SECTION 2 SCOPE OF SERVICES

- 2.1 The Consultant shall provide Financial Auditing Services to Prince William Water as specified in each Engagement Letter and as further described in EXHIBIT A, Scope of Work.
- 2.2 The Consultant hereby represents to Prince William Water, with full knowledge that Prince William Water is relying upon these representations when entering into this Agreement with the Consultant, that the Consultant has the professional expertise, experience and manpower to perform the services in a manner consistent with the standard of care in the industry.
- 2.3 Prince William Water may request changes that would increase, decrease, or otherwise modify the Scope of Work. Such changes must be contained in a written Change Order or modification executed by the parties authorizing and directing an addition, deletion or revision in the Work or an adjustment in the compensation and/or schedule, in accordance with the provisions outlined in Section 5.21 of this Agreement.
- 2.4 Prince William Water may, at its sole discretion, solicit proposals from other entities for professional services for any project or other work outlined in EXHIBIT A, Scope of Work, of this Agreement.
- 2.5 Prince William Water may but is not required to enter into an Agreement for the Work provided under this Agreement.

- 2.6 Contract Documents: Prince William Water shall use Uniform Contract Documents (Contract Agreements, Exhibits, RFPs/IFBs, etc.) as binding Contract Documents, which are under ownership of Prince William Water. No changes to Prince William Water Uniform Contract Documents are permitted without the express written consent of Prince William Water. Any changes made without Prince William Water consent are strictly prohibited and considered null and void.

SECTION 3 CONTRACT/AGREEMENT PROCESS/AUTHORIZATION OF SERVICES

- 3.1 The General Manager or his designee is authorized to approve this Agreement, all associated Engagement Letters and Change Orders in accordance with Prince William Water Procurement and Contract Regulations.
- 3.2 The Consultant shall provide an Engagement Letter for Financial Auditing Services, which shall conform to the requirements of Section 2.
- 3.3 Prince William Water and the Consultant shall use an Industry Standard Engagement Letter, a copy of which is attached to and incorporated into this Agreement as EXHIBIT H, Sample Engagement Letter as a method of ordering work under this Agreement. At minimum, each Engagement Letter shall include the following:
- 3.3.1 The Scope of Services;
 - 3.3.2 The deliverables;
 - 3.3.3 The time and schedule of performance and term;
 - 3.3.4 The method and amount of compensation;
 - 3.3.5 The personnel assigned to the Work;
 - 3.3.6 Any modifications to the Engagement Letter form, if mutually agreed upon by the parties.
- 3.4 Work rendered by the Consultant shall commence on the date indicated in the Notice to Proceed. The Consultant shall perform the completed Work Product and submit to Prince William Water as specified in the Engagement Letter.

SECTION 4 SPECIAL TERMS AND CONDITIONS

4.1 Compensation Billing and Payment

- 4.1.1 Prince William Water agrees to pay the Consultant compensation for the Work provided for in this Agreement as defined in EXHIBIT B, Compensation and Labor Costs.
- 4.1.2 It is acknowledged and agreed to by Consultant that the dollar limitations set forth in this Agreement is a limitation upon, and describes the maximum extent

of, Prince William Water's obligation to reimburse Consultant for non-salary expenses, but does not constitute a limitation upon Consultant's obligation to incur such expenses in the performance of services hereunder.

4.1.3 If Prince William Water requests Consultant to incur expenses not contemplated, Consultant shall notify Prince William Water in writing and obtain Prince William Water approval in writing prior to incurring such expenses.

4.1.4 Invoices (or Applications for Payment) must contain sufficient information for Prince William Water to verify that the work was performed in accordance with this Contract. The Consultant shall submit documentation with each invoice as detailed in EXHIBIT D, Invoicing Procedures.

4.2 Contract Term/Contract Period Renewal

4.2.1 Term of Agreement: This Agreement shall commence on the Effective Date (date as documented by the signature page of this instrument). This Agreement is structured with a five (5) year term with an expiration date of December 31, 2030. This includes audits for the fiscal year ending June 30, 2026, 2027, 2028, 2029, and 2030, with Work concluding by December 31, 2030. The Agreement itself does not commit funds nor guarantee work. Commitments will be in the form of an Engagement Letter and accompanying Purchase Order issued each year or as needed in accordance with the terms of this Agreement.

4.2.2 Prince William Water reserves the right to renew this Agreement for two (2) additional years, one (1) year at a time or a combination of the years (this includes audits for fiscal years ending June 30, 2031 and June 30, 2032 with Work concluding by December 31, 2031 and December 31, 2032) under the same terms and conditions, contingent upon successful performance of the Consultant and subject to mutual agreement.

4.2.3 Prince William Water shall notify the Consultant in writing, one hundred twenty (120) Days prior to the expiration of the Agreement, or any extension thereof, of Prince William Water's intention. If Prince William Water elects to extend the Agreement, the Consultant shall immediately respond as to whether the Contract extension is acceptable. Such extension shall be executed within thirty (30) Days of Prince William Water's original notice.

4.3 Availability of Prince William Water's Personnel

Upon a reasonable request, Prince William Water shall make its personnel, including appropriate professional personnel, administrative personnel and other employees, available for consultation in order to perform its obligations under the Contract.

4.4 **Stop-Work / Suspension of Work**

- 4.4.1 Prince William Water may, at its sole option, decide to suspend or stop the Consultant's performance of the services required under the Contract. When, and if such action is considered, Prince William Water shall notify the Consultant of its decision in writing. The order shall be specifically identified as a stop-work order under this Section. Upon receipt of the stop-work order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop-work order during the period of suspension.
- 4.4.2 Upon receipt of any such notice, and unless the stop-work notice directs otherwise, the Consultant shall:
- 4.4.2.1 Immediately discontinue performing any services on the date and to the extent specified in the stop-work order;
 - 4.4.2.2 Place no further orders, contracts or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the stop-work notice;
 - 4.4.2.3 Promptly make every reasonable effort to obtain suspension upon terms satisfactory to Prince William Water, of all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended; and
 - 4.4.2.4 Continue to protect and maintain the work including those portions on which performance has been suspended.
- 4.4.3 As full compensation for such suspension, Prince William Water shall reimburse the Consultant for the following documented costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of performance:
- 4.4.3.1 All reasonable costs associated with the mobilization and demobilization of the Consultant's workforce and equipment; and
 - 4.4.3.2 An equitable amount to reimburse the Consultant for the cost of maintaining and protecting that portion of the work that has been suspended.
- 4.4.4 If, as a result of any such suspension, the cost to the Consultant of subsequently performing the service is increased or decreased, Prince William Water may consider making an equitable adjustment in accordance with Section 5.24 Disputes and Claims.

4.4.5 The Consultant may suspend the Work or terminate the Agreement for Prince William Water's delay in payment, other than payments in dispute, beyond sixty (60) Days.

4.4.6 Prince William Water shall notify the Consultant in writing when the stop work has been lifted. Prince William Water shall provide in writing an effective date to resume work.

4.5 Access (Equipment)

Prince William Water agrees to permit the Consultant's authorized personnel access to Prince William Water's computers, computer programs, copier machines, fax machine, internet access, printers and phones for such purposes as reasonably necessary to permit the Consultant to perform its obligations under the Contract.

4.6 Access (Facilities)

Prince William Water agrees to permit the Consultant's authorized personnel access to Prince William Water's office spaces, conference rooms, restrooms and lunch/break room facilities at such times and for such purposes as reasonably necessary to permit the Consultant to perform its obligations under the Contract.

4.7 Record Drawings and Specifications (NOT USED)

4.8 Surveys (NOT USED)

4.9 Consultant Personnel

The presence or duties of the Consultant's personnel at a work site, whether as onsite representatives or otherwise, do not make the Consultant or the Consultant's personnel in any way responsible for those duties that belong to Prince William Water and/or other entities, and do not relieve any other entity of their obligations, duties, and responsibilities, including, but not limited to, all methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the Work in accordance with the Contract Documents and any health and safety precautions required by such Work.

The Consultant and the Consultant's personnel have no authority to exercise any control over any other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of other entity or any other persons at the site except the Consultant's own personnel, provided Consultant's personnel shall report to Prince William Water any health and safety deficiencies of the other entity or any other person at the site that Consultant's personnel actually observe.

4.10 **Environmental Violations**

For all contracts and subcontracts in excess of \$100,000.00, the Consultant shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities.

4.11 **Intellectual Property Indemnity**

- 4.11.1 The Consultant warrants that products and/or services sold to Prince William Water by the Consultant and the use thereof do not infringe or violate any patent, copyright, trademark, mask work, trade secret, or any intellectual property of a third party. The Consultant shall indemnify, settle on behalf of, and hold harmless Prince William Water from and against any and all demands, claims, proceedings, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, other expenses for investigation, handling, and litigation, and settlement or judgment amount) asserted against or incurred by Prince William Water, by reason of, resulting from, or arising in connection with any breach of this Section.
- 4.11.2 Prince William Water shall promptly notify the Consultant of any claim regarding indemnification and give information and assistance reasonably requested by the Consultant. If a court or a settlement enjoins the use of such products and/or services, the Consultant shall, at its own expense and at Prince William Water's option, obtain for Prince William Water either the right to continue using such products and/or services, replace same with a non-infringing product and/or service, modify same so it becomes non-infringing, or refund the value of such products and/or services and accept return for same.
- 4.11.3 The Consultant shall have no liability to Prince William Water with respect to any infringement of patent, copyright, trademark, or other intellectual property rights, resulting from the Consultant's compliance with Prince William Water's proprietary design, specification, or instructions, from Prince William Water's modification of such product without disclosure to the Consultant's or Prince William Water's use of such product with any product and/or service not supplied by the Consultant (except as specified by the Consultant).

4.12 **Rider Clause (NOT USED)**

SECTION 5 GENERAL PROVISIONS

5.1 Independent Consultant

- 5.1.1 The Consultant shall act as an independent Consultant and will not be considered or deemed to be an agent, employee, joint venture, or partner of

Prince William Water. The Consultant will have no authority to contract for or bind Prince William Water in any manner and shall not represent itself as an agent of Prince William Water or as otherwise authorized to act for or on behalf of Prince William Water.

- 5.1.2 Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Consultant.
- 5.1.3 The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them to solicit or secure a contract/agreement with Prince William Water and that they have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from this Agreement. In the event the Consultant violates this provision, Prince William Water shall have the right to terminate this Agreement without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 5.1.4 Prince William Water may require, in writing, that the Consultant removes from the work site any employee Prince William Water deems incompetent, careless, or otherwise objectionable.
- 5.1.5 The Consultant shall not require any employee to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The Consultant shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner.
- 5.1.6 Immigration Reform and Control Act of 1986. The Consultant certifies to the Prince William Water 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.

5.2 No Assignment of Contract

- 5.2.1 The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the Contracting Officer. In the event that the Consultant intends to assign, transfer, convey, sublet, or otherwise dispose of any award or any of its rights, title, or interests therein, the Consultant shall provide written notification to Prince William Water no less than twenty (20) Days prior to the intended assignment. All assignments of rights without the prior written consent of the Contracting Officer are prohibited whether they are

voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section:

5.2.1.1 a “change of control” is deemed an assignment of rights; and

5.2.1.2 “merger” refers to any merger in which a party participates, regardless of whether it is the surviving or disappearing corporation.

5.2.2 Consequences of Purported Assignment or Delegation: Any purported assignment of rights or delegation of performance in violation of this Section will be void.

5.3 **Governing Law**

This Contract is binding upon the assigns and successors of each party. Except to the extent Federal law is applicable, the interpretation, effect, and validity of this Contract is governed by the laws of the Commonwealth of Virginia.

5.4 **Permits, Licenses, Certificates, and Taxes**

5.4.1 The Consultant shall be solely responsible for complying with any applicable Federal, State and local laws, codes, ordinances, regulations and Prince William County business license that may be required.

5.4.2 Prince William Water reserves the right to require documentation that Consultant is abiding by the ordinances, regulations, and laws applicable to the Consultant and its services.

5.4.3 If Consultant is required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this Agreement, Prince William Water reserves the right to require documentation of the current license and/or certification at any time during the contract period.

5.4.4 Failure to keep required license and/or certification current and in force for the term of the Contract and any extension, will result in the Consultant being deemed to be in breach of Contract and Prince William Water may take any appropriate actions.

5.4.5 Prince William Water is exempt from state sales tax. A Commonwealth of Virginia Sales and Use Tax Certificate of Exemption will be provided upon request.

5.5 **Legal Fees (NOT USED)**

5.6 Consultant Must Be Authorized To Transact Business In The Commonwealth

- 5.6.1 In accordance with the Virginia Public Procurement Act (VPPA) § 2.2-4311.2 a Consultant organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia Title 13.1 or Title 50 or as otherwise required by law.
- 5.6.2 The Consultant shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the Contract.
- 5.6.3 Prince William Water may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this Section.

5.7 Indemnification and Hold Harmless

- 5.7.1 To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless Prince William Water, its officers, directors, agents and employees (together the “Indemnified Parties”) from and against third party liability, suits, actions, damages, costs, losses and expenses, including but not limited to reasonable attorneys’ fees, expert witness costs and all other reasonable costs and expenses incurred in preparing, negotiating, or prosecuting through trial and appeal any claims or demands for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there-from, to the proportionate extent caused by, misconduct or negligent acts, errors or omissions of the Consultant, its officers, agents, employees or Subconsultants in the performance of Work under this Agreement.
- 5.7.2 The Consultant acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees to provide insurance as set forth in 5.34, Insurance.
- 5.7.3 The provisions of this Section shall survive termination, cancellation and expiration of this Agreement.

5.8 Disclaimer of Liability

As a political subdivision of the Commonwealth of Virginia, Prince William Water cannot hold harmless or indemnify any Consultant for any liability whatsoever.

5.9 Non-discrimination of Consultants

Prince William Water will not discriminate against any Consultant because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, or any other basis prohibited by state law relating to discrimination in employment. If this Contract is made with a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to the Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

5.10 Anti-Discrimination

- 5.10.1 The Consultant certifies to the Prince William Water that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the VPPA.
- 5.10.2 If the Consultant is 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. (§ 2.2-4343.1E of the VPPA).
- 5.10.3 In every contract over \$10,000 the provisions in subsections 5.10.4 and 5.10.5 below apply.
- 5.10.4 During the performance of the Contract, the Consultant agrees as follows:
 - 5.10.4.1 The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 5.10.4.2 The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an equal opportunity employer.

5.10.4.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements for this Section.

5.10.5 The Consultant will include the provisions of subsection 5.10.4 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subconsultant or vendor.

5.11 Ethics in Public Contracting

The Consultant hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the VPPA, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

5.12 Drug-Free Workplace To Be Maintained By Consultant For Contracts Over \$10,000

The Consultant, during the performance of this Contract, agrees to:

5.12.1 Provide a drug-free workplace for its employees.

5.12.2 Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

5.12.3 State in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace.

5.12.4 Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subconsultant or vendor.

For the purpose of this Section, "drug-free workplace" means a site for the performance of Work done by the Consultant in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.

5.13 Terminations

5.13.1 Termination for Non-Allocation of Funds:

5.13.1.1 If Prince William Water does not allocate funds for any succeeding fiscal year subsequent to the one in which a Contract is entered into, then Prince William Water may terminate, in whole or in part, the

Contract upon thirty (30) Days prior written notice to the Consultant.

- 5.13.1.2 Such termination for non-allocation of funds, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Prince William Water General Manager or designee, mailed or delivered to the Consultant, and specifically setting forth the effective date and conditions of the termination.
- 5.13.1.3 Upon receipt of such Notice of Termination, the Consultant shall:
 - 5.13.1.3.1 Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and
 - 5.13.1.3.2 Place no further orders with any Subconsultant except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and
 - 5.13.1.3.3 Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which Prince William Water elects to take assignment of; and
 - 5.13.1.3.4 Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contracting Officer; and
 - 5.13.1.3.5 Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination, in whole or in part, under this clause.
- 5.13.1.4 After complying with the foregoing provisions, the Consultant shall submit a termination claim within six (6) months after the effective date of its termination, in whole or in part, unless an extension is granted by the Contracting Officer.
- 5.13.1.5 In the event of termination, in whole or in part, under this Section 5.13.1, Prince William Water shall be responsible to pay the Consultant only for terminated work performed through the date of termination. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Consultant.
- 5.13.1.6 In the event that the Consultant is not satisfied with any payments which Prince William Water shall determine to be due under this

clause, the Consultant may submit a claim in accordance with the Disputes and Claims clause of the Contract.

5.13.1.7 The Consultant shall include similar provisions in any subcontract.

5.13.2 Termination by Mutual Consent:

5.13.2.1 During performance of the Contract, if Prince William Water and the Consultant mutually agree that it would be in the best interests of both parties to agree to terminate, in whole or in part, the Contract, then fair and reasonable considerations shall be negotiated, and the Contract deemed completed with respect to the portion terminated.

5.13.2.2 Such termination for mutual consent, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Prince William Water General Manager or designee, mailed or delivered to the Consultant, and specifically setting forth the effective date and conditions of the termination, in whole or in part, as mutually agreed with the Consultant.

5.13.2.3 Upon receipt of such Notice of Termination, the Consultant shall:

5.13.2.3.1 Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and

5.13.2.3.2 Place no further orders with any Subconsultant except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and

5.13.2.3.3 Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which Prince William Water elects to take assignment of; and

5.13.2.3.4 Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contracting Officer; and

5.13.2.3.5 Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination, in whole or in part, under this clause.

- 5.13.2.4 After complying with the foregoing provisions, the Consultant shall submit a termination claim within six (6) months after the effective date of its termination, in whole or in part, unless an extension is granted by the Contracting Officer.
- 5.13.2.5 In the event of termination, in whole or in part, under this Section 5.13.2, Prince William Water shall be responsible to pay the Consultant only for terminated work performed through the date of termination and other fair and reasonable compensation as agreed to by the parties. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Consultant.
- 5.13.2.6 In the event that the Consultant is not satisfied with any payments which Prince William Water shall determine to be due under this clause, the Consultant may submit a claim in accordance with the Disputes and Claims clause of the Contract.
- 5.13.2.7 The Consultant shall include similar provisions in any subcontract.
- 5.13.3 Termination for Convenience of Prince William Water:
 - 5.13.3.1 The Consultant and Prince William Water agree that Prince William Water has the sole right to terminate the Contract, or any Work or delivery required thereunder, for the convenience of Prince William Water from time to time either in whole or in part, whenever the General Manager of Prince William Water or his designee shall determine that such termination is in the best interests of Prince William Water.
 - 5.13.3.2 Such termination for convenience, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Prince William Water General Manager or designee, mailed or delivered to the Consultant, and specifically setting forth the effective date and conditions of the termination.
 - 5.13.3.3 Upon receipt of such Notice of Termination, the Consultant shall:
 - 5.13.3.3.1 Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and

- 5.13.3.3.2 Place no further orders with any Subconsultant except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and
 - 5.13.3.3.3 Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which Prince William Water elects to take assignment of; and
 - 5.13.3.3.4 Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contracting Officer; and
 - 5.13.3.3.5 Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination, in whole or in part, under this clause.
- 5.13.3.4 After complying with the foregoing provisions, the Consultant shall submit a termination claim within six (6) months after the effective date of its termination, in whole or in part, unless an extension is granted by the Contracting Officer.
- 5.13.3.5 In the event of termination, in whole or in part, under this Section 5.13.3, Prince William Water shall be responsible to pay the Consultant for terminated work performed through the date of termination plus all reasonable, verifiable costs of termination, including the cost of settling and paying any reasonable claims as provided in this Section, but in no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided and any amounts remaining but related to any part of the Contract that has not been terminated. The Contract shall be amended to reflect the amount to be paid, and the Consultant shall be paid the agreed amount. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Consultant.
- 5.13.3.6 In the event that the Consultant is not satisfied with any payments which Prince William Water shall determine to be due under this clause, the Consultant may submit a claim in accordance with the Disputes and Claims clause of the Contract.

5.13.3.7 The Consultant shall include similar provisions in any subcontract and shall specifically include a requirement that Subconsultant(s) make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Consultant from any recovery from Prince William Water whatsoever of loss or damage sustained by a Subconsultant(s) as a consequence of termination, in whole or in part, for convenience.

5.13.4 Termination for Consultant's Default:

5.13.4.1 Each term and condition of this Contract is material and any breach or default by the Consultant in the performance of any such term and condition shall be considered a material breach or default of the entire Contract for which Prince William Water shall have the right to terminate, in whole or in part, the Contract for default as set forth in this Section 5.13.4, without penalty or liability.

5.13.4.2 In addition, any of the following shall constitute a default for which Prince William Water shall have the right to terminate the Contract for default in whole or in part, as set forth in this Section 5.13.4, without penalty or liability:

5.13.4.2.1 Consultant failure to make prompt payment to Subconsultant or suppliers pursuant to the Contract requirements, including but not limited to any applicable provisions of the VPPA, Va. Code Ann. Section 2.2-4300 et seq.

5.13.4.2.2 The Consultant is dissolved, becomes insolvent, generally fails to pay or admits in writing its inability to pay its debts as they become due.

5.13.4.2.3 The Consultant makes a general assignment, arrangement or composition agreement with or for the benefit of its creditors or makes, or sends notice of any intended, bulk sale; the sale, assignment, transfer or delivery of all or substantially all of the assets of Consultant to a third party; or the cessation by Consultant as a going business concern.

5.13.4.2.4 The Consultant files a petition in bankruptcy or

institutes any action under federal or state law for the relief of debtors or seeks or consents to the appointment of an administrator, receiver, custodian or similar official for the wind up of its business (or has such a petition or action filed against it and such petition action or appointment is not dismissed or stayed within 45 Days).

5.13.4.2.5 The reorganization, merger, consolidation, liquidation, suspension of business operations or dissolution of the Consultant (or the making of any agreement therefor).

5.13.4.3 In the event of a default by the Consultant, Prince William Water may provide seven (7) calendar Days written notice to the Consultant of the event of default. The Consultant shall diligently commence to cure the default within such seven (7) calendar Days, or if it fails to do so, the Contract shall be deemed terminated, in whole or in part as specified in the written notice, as of the end of such seven (7) calendar Days.

5.13.4.4 Upon the effective date of the termination, the Consultant shall:

5.13.4.4.1 Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and

5.13.4.4.2 Place no further orders with any Subconsultant except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and

5.13.4.4.3 Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which Prince William Water elects to take assignment of; and

5.13.4.4.4 Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contracting Officer; and

- 5.13.4.4.5 Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination, in whole or in part, under this clause.
- 5.13.4.5 After complying with the foregoing provisions, the Consultant shall submit a termination claim within six (6) months after the effective date of its termination, in whole or in part, unless an extension is granted by the Contracting Officer.
- 5.13.4.6 In the event of termination, in whole or in part, under this Section 5.13.4, Prince William Water shall be responsible to pay the Consultant for terminated work performed through the date of termination but in no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided, and further reduced by the costs of any damages incurred by Prince William Water as result of the Consultant's default and any amounts remaining but related to any part of the Contract that has not been terminated. The Contract shall be amended to reflect the amount to be paid, and the Consultant shall be paid the agreed amount. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Consultant, or any costs incurred by the Consultant arising from the termination.
- 5.13.4.7 In the event that the Consultant is not satisfied with any payments which Prince William Water shall determine to be due under this clause, the Consultant may submit a claim in accordance with the Disputes and Claims clause of the Contract.
- 5.13.4.8 The Consultant shall include similar provisions in any subcontract.
- 5.13.4.9 In the event that the Consultant is terminated, in whole or in part, by Prince William Water for default and it is subsequently determined by a court of competent jurisdiction that such termination, in whole or in part, was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.13.3 and the provisions in Section 5.13.3 shall govern.
- 5.13.4.10 In the event that the Consultant has provided a performance bond in connection with this Contract, Prince William Water may elect to

proceed under and in accordance with the default and termination provisions of the performance bond instead of this Section 5.13.4.

5.13.5 Termination for Prince William Water's Default:

5.13.5.1 If the Consultant at any time determines Prince William Water to be in material breach of this Agreement, the Consultant shall provide Prince William Water with seven (7) calendar Days written notice of the event of default. Prince William Water shall diligently commence to cure the default within such seven (7) calendar Days, or if it fails to do so, the Contract shall be deemed terminated as of the end of such seven (7) calendar Days.

5.13.5.2 Upon the effectiveness of such termination, the Consultant shall:

5.13.5.2.1 Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the Notice of Termination; and

5.13.5.2.2 Place no further orders with any Subconsultant except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and

5.13.5.2.3 Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which Prince William Water elects to take assignment of; and

5.13.5.2.4 Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contracting Officer; and

5.13.5.2.5 Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

5.13.5.3 After complying with the foregoing provisions, the Consultant shall submit a termination claim within six (6) months after the effective date of its termination, unless an extension is granted by the Contracting Officer.

- 5.13.5.4 In the event of termination under this Section 5.13.5, Prince William Water shall be responsible to pay the Consultant for work performed through the date of termination plus all reasonable, verifiable costs of termination, including the cost of settling and paying any reasonable claims as provided in this Section, but in no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. The Contract shall be amended to reflect the amount to be paid, and the Consultant shall be paid the agreed amount. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Consultant.
- 5.13.5.5 In the event that the Consultant is not satisfied with any payments which Prince William Water shall determine to be due under this clause the Consultant may submit a claim in accordance with the Disputes and Claims clause of the Contract.
- 5.13.5.6 The Consultant shall include similar provisions in any subcontract and shall specifically include a requirement that Subconsultant (s) make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Consultant from any recovery from Prince William Water whatsoever of loss or damage sustained by a Subconsultant (s) as a consequence of termination by the Consultant for Prince William Water's default.
- 5.13.5.7 These remedies for default and termination are the Consultant's sole and exclusive remedies for default and termination, and the Consultant hereby waives any right to other compensation or damages in the event it terminates the Contract for Prince William Water's default.

5.14 **Material Breach**

If the Consultant at any time determines Prince William Water to be in material breach of this Agreement, the Consultant shall follow provisions outlined in Section 5.13.5.1.

5.15 **Causes of Delay**

- 5.15.1 Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is actually delayed, hindered or prevented by any cause which is unanticipated and beyond the reasonable control of the party affected thereby. Causes of Delay which, if unanticipated and reasonably beyond the control of the party claiming delay may include but are not limited to the following: war (declared or undeclared), fire, riot, storm, hurricane, earthquake, tornado,

strike or labor dispute not involving the Consultant's labor force, epidemic or Phase 5 or higher pandemic (as defined by the World Health Organization), act of terrorism or sabotage or any law, proclamation order, regulation, or ordinance of any government agency or any court, or any other cause similar to those enumerated above.

- 5.15.2 The party affected by any Causes of Delay shall give prompt written notice to the other party advising of the nature and extent of any Causes of Delay and advising of the effects of the Causes of Delay upon the completion and cost of the Work hereunder. The parties shall consult promptly with each other concerning the Causes of Delay and shall endeavor to agree upon mutually acceptable corrective action. In the event of a Causes of Delay which prohibits performance by the Consultant for more than sixty (60) Days, either party may terminate this Agreement for convenience and shall have no further obligation hereunder. Consultant shall be entitled to request an adjustment to the Compensation schedule as a result of any such delay.

5.16 Prime Consultant

- 5.16.1 The Consultant shall act as the prime Consultant for all products, equipment, services, software or supplies marketed by other suppliers and shall assume full responsibility for the procurement and maintenance of such items or services. The Consultant shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this Contract.
- 5.16.2 The Consultant shall include the full name, address, and telephone number of every company bearing an interest in the proposed equipment or services. All Subconsultants will be subject to review by Prince William Water in regard to competency and security concerns. After the issuance of this Contract no change in Subconsultants will be made without the prior written consent of the General Manager, or his designee.
- 5.16.3 The Consultant shall be responsible for all insurance, permits, licenses, etc., for any and all Subconsultants. Even if the Subconsultant is self-insured, Prince William Water will require the Consultant to provide the insurance certificates.

5.17 Payments to Subconsultants

- 5.17.1 In the event that the Consultant uses a Subconsultant for any portion of the Work under this Contract, the Consultant shall take one (1) of the two (2) following actions within seven (7) Days after receipt of amounts paid to the Consultant by Prince William Water for work performed by a Subconsultant under the Consultant:

- 5.17.1.1 Pay a Subconsultant for the proportionate share of the total payment received from Prince William Water attributable to the work performed by that Subconsultant under the Consultant; or
 - 5.17.1.2 Notify Prince William Water and any Subconsultants, in writing, of its intention to withhold all or a part of the Subconsultant's payment with the reason for nonpayment.
- 5.17.2 Upon receiving a written notice from the Subconsultant, the Consultant shall pay interest to a Subconsultant on all monies owed by the Consultant that remain unpaid after seven (7) Days following receipt by the Consultant of payment from Prince William Water for work performed by a Subconsultant under this Contract, except for amounts withheld under subsection 5.17.1.2 of this Section. The Consultant's obligation to pay an interest charge to a Subconsultant pursuant to the provisions of this Section will not be construed to be an obligation by Prince William Water. A contract modification will not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim will not include any amount for reimbursement for such interest charge.
- 5.17.3 Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of 3.0% per annum. The Consultant shall include in each of its subcontracts a provision requiring each Subconsultant to otherwise be subject to the same payment and interest requirements set forth in this Section with respect to each lower-tier Subconsultant.
- 5.17.4 Any subcontract with a Subconsultant shall afford to the Consultant rights against the Subconsultant which correspond to those rights afforded to Prince William Water against the Consultant herein, including but not limited to those rights of termination as set forth herein.
- 5.17.5 No reimbursement shall be made to the Consultant for any Subconsultants that has not been previously approved by Prince William Water for use by the Consultant.

5.18 Acceptance of Deliverables

All Deliverables shall bear the name of Consultant except for Deliverables prepared by a Prince William Water authorized Subconsultant, which shall be properly identified as such and submitted by Consultant. Prince William Water shall determine the acceptability of all Deliverables.

5.19 Payment Terms

- 5.19.1 Prince William Water will remit full payment on all undisputed invoices in accordance with the terms of this Contract.

- 5.19.2 Prince William Water will pay interest at a rate of 3.0% per annum, on all undisputed invoices not paid within thirty (30) Days after acceptance of the service(s), AND a properly completed invoice.

5.20 Material and Workmanship

- 5.20.1 The Consultant is solely responsible for the professional quality, technical accuracy, timely completion and coordination of all the products and/or services furnished under this Contract. The Consultant shall, without additional considerations, correct or revise any errors, omissions or other deficiencies not meeting the applicable standard of care, in their services and/or products.
- 5.20.2 All equipment, materials, and articles of any kind that the Consultant may incorporate into the Work covered by this Contract shall be new, genuine, manufacturer's recommended and most suitable for the purpose intended. The term "new" is defined as of original nature, unused, not previously owned, and free of any damages or defects. The use of such used equipment, materials and articles under this Contract is strictly prohibited.
- 5.20.3 The Consultant shall be responsible for all Materials delivered and Work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted by Prince William Water.

5.21 Modifications or Changes to the Contract

- 5.21.1 All modifications and changes to this Agreement shall be in writing.
- Prince William Water's General Manager or his designee shall have the sole authority to order changes in this Agreement which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order".
- 5.21.2 Change Orders shall be limited to reasonable alterations in the Work to be performed, compensation or the time of performance.
- 5.21.3 The Consultant shall not perform any Work described in any Change Order unless it has received a signed Change Order and Purchase Order from Prince William Water.
- 5.21.4 Once final payment has been requested and made, the Consultant only has sixty (60) Days to present or file any claims against Prince William Water concerning the Contract. After that period, Prince William Water shall consider that the Consultant has waived any right to claims against Prince William Water concerning the Contract.

5.22 Modifications to the Contract Due to Public Welfare, Change in Law or Ordinances

5.22.1 Prince William Water shall have the power to make changes to this Contract as the result of changes in laws or ordinances of the federal government, Commonwealth of Virginia and/or Prince William County to impose new rules and regulations on the Consultant under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare.

5.22.1.1 Prince William Water shall give the Consultant notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Consultant.

5.22.1.2 In the event any future change in federal government, Commonwealth of Virginia or Prince William County law or ordinances that materially alters the obligations of the Consultant, or the benefits to Prince William Water, then the Contract shall be amended consistent therewith.

5.22.1.3 Should those amendments materially alter the obligations of the Consultant, then the Consultant or Prince William Water shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in the Contract shall require any party to perform any act or function contrary to law. Prince William Water and the Consultant agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Contract, Prince William Water and the Consultant shall negotiate in good faith, a reasonable and appropriate compensation for any additional services or other obligations required of the Consultant directly and demonstrably due to any modification in the Contract under this Section.

5.23 Waiver of Claims

Once final payment has been requested and made, the Consultant only has sixty (60) Days to present or file any claims against Prince William Water concerning the Contract. After that period, Prince William Water shall consider that the Consultant has waived any right to claims against Prince William Water concerning the Contract.

5.24 Disputes and Claims

5.24.1 If the Consultant wishes to make a contractual claim, whether for extra compensation, damages or any other relief, he shall give the Prince William Water Contract Administrator/ACO notice in strict accordance with the Contract Documents. The Consultant's failure to comply strictly with the requirements of the Contract shall result in waiver of the claim. In any event, all contractual claims shall be submitted in writing no later than sixty (60) Days after final payment.

5.24.2 Resolution of any outstanding claims, counterclaims, disputes and other matters in question arising out of or relating to the Contract Documents to the extent not resolved by the parties hereto, shall be resolved exclusively by non-binding mediation if agreed to by both parties, or litigation in either the Circuit Court of Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division. These two courts shall have exclusive and binding jurisdiction and venue over any and all disputes arising under this Agreement. **The parties voluntarily waive any and all rights to a trial by jury.** The fact finder shall be the court, sitting without a jury; provided, however, that nothing contained herein shall be construed to invalidate the finality of Prince William Water's decisions.

5.24.3 No Claims Against Individuals: No claim whatsoever shall be made by the Consultant against any officer, Board Member, authorized representative or employee of Prince William Water for, or on account of, anything done or omitted to be done in connection with this Contract, and the Consultant shall be strictly liable for all costs, attorney's fees and expenses incurred by any individual or entity who is sued in violation of this Section.

5.24.4 Disputes: In order to: (i) clearly identify the existence of a dispute between the parties and (ii) promote the prompt, efficient and fair resolution of each such dispute, the parties shall adhere strictly to the claims resolution procedure set forth below. Time is of the essence in meeting these requirements.

5.24.4.1 Claims Resolution Procedures

5.24.4.1.1 In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Consultant under this Contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

- 5.24.4.1.2 Any claim shall be submitted in writing within ten (10) Days after the occurrence of the event giving rise to the claim, or within ten (10) Days of discovering the condition giving rise to the claim, whichever is later.
- 5.24.4.1.3 Claims by the Consultant with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator/ACO.
- 5.24.4.1.4 The decision of the Contract Administrator/ACO shall be rendered in writing within thirty (30) Days from the receipt of the claim from the Consultant.
- 5.24.4.1.5 If the Consultant is not satisfied with the decision or resolution of the Contract Administrator/ACO, the Consultant may appeal the claim to the Prince William Water's Deputy General Manager/Chief Administrative Officer within thirty (30) Days of the Contract Administrator's/ACO decision.
- 5.24.4.1.6 The Prince William Water Deputy General Manager's/Chief Administrative Officer's decision on the claim shall be rendered in writing to the Consultant within thirty (30) Days of receipt of the claim from the Consultant.
- 5.24.4.1.7 If the Consultant is not satisfied with the decision or resolution of the Deputy General Manager/Chief Administrative Officer, the Consultant may appeal the claim to the Prince William Water General Manager within thirty (30) Days of the Deputy General Manager's/Chief Administrative Officer's decision. The Consultant may submit the appeal to the Prince William Water General Manager by mailing or otherwise furnishing the Deputy General Manager/Chief Administrative Officer a copy of the claim and a request for Prince William Water General Manager's determination.
- 5.24.4.1.8 The Prince William Water General Manager's decision on the claim shall be rendered in writing to the Consultant within thirty (30) Days of receipt of the appeal from the Consultant, and shall be final and binding on behalf of Prince William Water, unless

the Consultant files a lawsuit against Prince William Water.

5.24.4.1.9 Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Consultant shall proceed diligently with the performance of the Work under the Contract.

5.24.4.1.10 In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Consultant against Prince William Water Board of Directors of Prince William Water arising out of this Contract.

5.25 Compliance with Occupational Safety and Health (OSHA) Requirements

5.25.1 All services, practices and items furnished shall comply with the Federal Occupational Safety and Health Act of 1970, as amended, as well as any pertinent federal, Commonwealth of Virginia, and/or local safety or environmental codes. Lack of knowledge of these requirements will not relieve the Consultant of their responsibilities.

5.25.2 Suppliers/providers including dealers, distributors, and/or manufacturers shall be responsible for having complied with all federal, state, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

The Consultant certifies that all Materials and equipment used in the performance of and/or delivered under this Contract shall meet all applicable OSHA or Commonwealth of Virginia requirements. If any material or equipment is subsequently found to be non-compliant with any applicable OSHA or Commonwealth of Virginia requirement, all costs necessary to comply with the requirement shall be borne solely by the Consultant.

5.26 Records and Right to Audit

5.26.1 Consultant shall maintain and require Subconsultants to maintain complete and correct records, books, documents, papers and accounts pertaining to the Work performed in connection with this Agreement including without

limitation, reasonable substantiation of all incurred invoice costs pre-approved by Prince William Water.

- 5.26.2 Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by Prince William Water or any authorized Prince William Water representative with reasonable notice and shall be kept for a period of three (3) years after the completion of the project to be performed pursuant to this Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to Prince William Water of any fees or expenses based upon such entries.
- 5.26.3 Audit under this provision is to be according to conditions applicable, including, but not limited to, the Section entitled "Termination for Consultant's Default", the Section entitled "Termination for Convenience", and EXHIBIT D, "Invoicing Procedures", plus all other Agreement provisions, including quantities billed, excepting that specified lump sum, fixed percentage, and unit prices are not subject to audit.
- 5.26.4 Audit access to the Consultant's records in lump sum or unit price areas when applicable shall be sufficient to satisfy Prince William Water that all quantities meet the specifications and terms under this Agreement including verification of the Consultant's payments to its suppliers and Subconsultants. The Consultant shall remit promptly to Prince William Water the amount of any adjustment resulting from audit.
- 5.26.5 Refusal of the Consultant to comply with the provisions in this Section shall be grounds for immediate Termination for Consultant's Default by Prince William Water of this Agreement.
- 5.26.6 Records pertaining to Hourly Rates and Consultant's personnel information shall be made available to Prince William Water to allow audit of the Work, provided that Prince William Water shall take all steps necessary to ensure such information is maintained as Confidential Information as defined herein.
- 5.26.7 The provisions of this Section shall survive termination, cancellation and expiration of this Agreement.

5.27 **Strikes or Lockouts**

Prince William Water will not compensate the Consultant for any expense or delay caused to the Consultant by a strike, slowdown, lockout, or other concerted employee work interrupting activity by employees of the Consultant or Subconsultant except adjustment of the Contract time where warranted, which shall be solely at Prince William Water's discretion.

5.28 Ownership of Documents/Deliverables

- 5.28.1 All contracts and subcontracts for the preparation of reports, studies, plans, Drawings, Specifications, or other data entered into by the Consultant for a project shall provide that all such documents, in electronic form, facsimile or hard-copy and the respective rights obtained by virtue of such subcontracts shall be considered Work Product and become the property of Prince William Water upon payment for services performed, as they are performed.
- 5.28.2 Any finished or unfinished documents related to the Work, including but not limited to reports, research materials, working papers, studies, calculations, plans, drawings, surveys, maps, models, photographs, Specifications and other data to include any information containing employee personal information, whether provided by the Owner to the Consultant in connection with the Work or services under this Agreement, or produced by the Consultant, shall be and remain at all times, throughout the Work and thereafter, the property of the Owner, and shall be delivered to the Owner no later than ten (10) Days after any termination of this Agreement or prior to final payment of the Work.
- 5.28.3 The Consultant shall have the right to keep one (1) record set of any such documents that it has produced, but in no event shall the Consultant use or disclose, or permit to be used or disclosed, any such documents without the Owner's prior written authorization, which may be given or withheld in the Owner's sole and unfettered discretion. This requirement shall survive the termination or expiration of this Agreement.
- 5.28.4 Any reuse of such documents by Prince William Water without the written verification or adaptation by the Consultant for the specific purpose intended will be at Prince William Water's sole risk.
- 5.28.5 At the conclusion of its Work and before final payment, or from time to time as may be required by Prince William Water, the Consultant shall release and deliver to Prince William Water any and all such originals, provided, however, that the Consultant may, with Prince William Water's approval, reproduce such originals for the purpose of the Consultant's record file of the Work. The Consultant shall not sell, copy, or reuse any Drawings in total or in part for any other project, except with the prior written permission of Prince William Water.
- 5.28.6 Except as otherwise agreed and documented with respect to Prince William Water's Materials and Work Product or Works Made for Hire, Consultant shall retain all right, title and interest, including all Consultant pre-existing Intellectual Property Rights in the Work Product.

5.28.7 Any of the Consultant's pre-existing Intellectual Property Rights incorporated into or delivered to Prince William Water as Work Product or Works Made for Hire shall be licensed to Prince William Water without additional cost for reasonable use in the course of its business. For the purposes of this Agreement, "pre-existing Intellectual Property Rights" shall be deemed to be materials developed by the Consultant prior to entering into this Agreement, which were not conceived or first produced by Consultant in the performance of this Agreement. Consultant's pre-existing Intellectual Property Rights are proprietary to Consultant and shall remain Consultant's exclusive property. Consultant hereby grants to Prince William Water a perpetual, worldwide, royalty free, paid-up, irrevocable, non-exclusive, transferable, sub-licensable license to Consultant's pre-existing Intellectual Property Rights to the extent it is incorporated in any Work Produce or Works Made for Hire delivered to Prince William Water by Consultant hereunder.

5.29 **Authorized Workforce Documentation (E-Verify)**

Within five (5) Days from notice of award of the Contract, the Consultant may be required to submit to Prince William Water documentation that each employee, worker, and all Subconsultants or employees and workers are authorized to work within the United States. This documentation must include appropriate eligibility information from the U. S. Citizenship and Immigration Services E-Verify website.

5.30 **Right to Require Performance**

The failure of Prince William Water at any time to require performance by the Consultant of any provision of this Agreement shall in no way affect the right of Prince William Water thereafter to enforce same, nor shall waiver by either Party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

5.31 **Waiver**

5.31.1 No Oral Waivers. The parties may waive this Agreement only by writing executed by the party or parties against whom the waiver is sought to be enforced.

5.31.1.1 Effect of Failure, Delay or Course of Dealing: No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.

5.31.1.2 Each Waiver for a Specific Purpose: A waiver made in writing on one occasion is effective only in that instance and only for the

purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

5.32 Prince William Water's Responsibilities

- 5.32.1 Assist the Consultant by placing at its disposal all reasonably available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by the Consultant. Consultant shall use and rely on such information for informational purposes only and shall carefully review, analyze, and verify the contents and suitability of the information before proceeding with the Work.
- 5.32.2 Furnish to the Consultant, at the Consultant's request, all existing studies, reports and other reasonably available data pertinent to the services to be provided by the Consultant.
- 5.32.3 Arrange for access to and make all reasonable provisions for the Consultant to enter upon Prince William Water's public property as required for the Consultant to perform services.
- 5.32.4 In the event that Consultant believes Prince William Water is not reasonably complying with the requirements of the Sections above, Consultant shall immediately provide written notice of such non-compliance to Prince William Water.
- 5.32.5 Prince William Water reserves the right to use either directly, or through assignment to another entity, any Subconsultant of the Consultant to perform work outside of this Agreement, as required and as deemed appropriate by Prince William Water.

5.33 Avoidance of Conflicts of Interest

- 5.33.1 The Consultant agrees not to accept employment during the time this Agreement is in effect which might be construed as a conflict of interest with the Consultant's Work for Prince William Water. The Consultant shall conscientiously avoid a conflict of interest with regard to work for Prince William Water, but when unavoidable, the Consultant shall take the following action:
 - 5.33.1.1 Disclose in writing to Prince William Water the full circumstances as to possible conflict of interest;
 - 5.33.1.2 Assure in writing that the conflict will in no manner influence its judgment or the quality of its services to Prince William Water; and

- 5.33.1.3 Decline to accept financial or other forms of compensation from more than one employer or client for services on the same project or services pertaining to the same project without the prior written consent of Prince William Water.
 - 5.33.2 The Consultant shall promptly inform Prince William Water of any business associations, interest or circumstances which may be influencing its judgment or the quality of its services to Prince William Water.
 - 5.33.3 The Consultant shall not solicit or accept financial or other valuable considerations from material or equipment suppliers for specifying their products.
 - 5.33.4 The Consultant shall not solicit or accept gratuities directly or indirectly from contractors, their agents or other parties dealing with Prince William Water in connection with Work for which they are responsible.
 - 5.33.5 The Consultant and its employees shall be bound by the provisions of the Prince William Water Code of Ethics provided in Prince William Water's purchasing regulations, as may be amended from time to time, which standards shall by this reference be made a part of this Agreement as though set forth in full.
 - 5.33.6 The Consultant agrees to incorporate the provisions of this Section into any subcontract.
- 5.34 **Insurance**
- 5.34.1 The Consultant shall maintain insurance in the amounts and forms set forth in EXHIBIT C, Required Insurance Limits and shall provide a Certificate of Insurance to Prince William Water.
 - 5.34.2 The Consultant shall comply with the insurance requirements set forth in Section 5.35 and 5.36 below.
 - 5.34.3 The Consultant shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith.
 - 5.34.4 The Consultant assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from Consultant's action, omission, commission, or operation of the Consultant under this Agreement, or in connection in any way whatsoever with the contracted work.

5.35 Insurance Limits of Liability

The Consultant shall provide the Certificate of Insurance with limits as shown in EXHIBIT C at the time of award. The limits of liability for the insurance required shall provide coverage for not less than the amounts shown in EXHIBIT C or greater where required by law.

5.36 Additional Insurance Terms and Conditions

- 5.36.1 Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.
- 5.36.2 The Consultant shall provide insurance issued by companies admitted or authorized to do business within the Commonwealth of Virginia, with the Best's Key Rating of at least A-:VII.
- 5.36.3 The Consultant shall provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with Prince William Water's Procurement Department before any work is started.
- 5.36.4 The Consultant shall obtain and retain copies of insurance policies of its Subconsultants, which Consultant shall make available to Prince William Water on demand. The Consultant may redact certain confidential information, provided such redaction will not impact Prince William Water's ability to understand the insurance coverage terms. The Consultant shall remain responsible under this Agreement for acts and omissions of its Subconsultants. The Consultant shall ensure the same terms and conditions are conveyed to all Subconsultants, to include all insurance requirements and limits described in this Agreement.
- 5.36.5 In the event of a claim the Consultant shall provide on demand, certified copies of all insurance coverage on behalf of this Agreement within ten (10) Days of demand by Prince William Water. These copies will be sent to Prince William Water from the Consultant's insurance agent or representative. The Consultant may redact certain provisions that it deems to contain confidential information, provided such redaction will not impact Prince William Water's ability to understand the coverage terms.
- 5.36.6 The Consultant shall furnish a new certificate prior to any expiration or cancellation date. The failure of the Consultant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to Prince William Water's Procurement Department.
- 5.36.7 Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Consultant fail to provide acceptable evidence

of current insurance within thirty (30) Days of written notice during the contract term, Prince William Water shall have the absolute right to terminate this Agreement without any further obligation to the Consultant, and the Consultant shall be liable to Prince William Water for the entire additional cost of procuring the incomplete portion of this Agreement at time of termination.

- 5.36.8 Compliance by the Consultant and all Subconsultants with the foregoing requirements as to carrying insurance shall not relieve the Consultant and all Subconsultants of their liabilities and obligations under this Section or under any other Section or provisions of this Agreement.
- 5.36.9 Contractual and other liability insurance provided under this Agreement shall not contain a supervision, inspection, or services exclusion that would preclude Prince William Water from supervising and/or inspecting the project as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subconsultants and any persons employed by the Subconsultant.
- 5.36.10 Nothing contained herein shall be construed as creating any contractual relationship between any Subconsultant and Prince William Water. The Consultant shall be as fully responsible to Prince William Water for the acts and omissions of its Subconsultant and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 5.36.11 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 5.36.12 The Consultant and all Subconsultants shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Agreement.
- 5.36.13 If the Consultant does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to Prince William Water's Procurement Department, may be considered.
- 5.36.14 The provisions of this Section shall survive termination, cancellation and expiration of this Agreement.

5.37 Representative of Prince William Water and Consultant

- 5.37.1 Prince William Water Contract Administrator/ACO designates Prince William Water's Project Manager/COR, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

- 5.37.2 The Consultant appoints the Consultant Project Manager, as specified in this Agreement, as the Consultant's Representative to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

5.38 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

5.39 Consultant's Responsibilities

- 5.39.1 The Consultant shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the Consultant.
- 5.39.2 The obligation of the Consultant to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of persons and property.
- 5.39.3 The Consultant shall employ fully qualified, skilled and properly trained personnel capable of performing the required Work as identified herein. The Consultant is responsible for the conduct of all personnel, including Subconsultants, while on the jobsite. The Consultant is responsible for the actions and interactions of its employees and Subconsultants with Prince William Water staff, its customers, suppliers and Contractors. The Consultant shall ensure that its employees and Subconsultants behave professionally and consistent with Prince William Water's vision and values in all Work performed on its behalf. Prince William Water reserves the right to reject Consultant's personnel that Prince William Water determines, in its sole discretion, to be unqualified to perform the Work or for improper behavior during Work performance. Prince William Water further reserves the right to request that Consultant replace any worker deemed unsuitable by Prince William Water.
- 5.39.4 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Work as exercised by members of the same profession currently practicing under similar circumstances. Prince William Water's rights and remedies under this Section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, equity or otherwise.

- 5.39.5 The Consultant's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.
- 5.39.6 Information provided by Prince William Water is for informational purposes only. The Consultant shall be responsible to validate or field verify key information as specified in this Agreement. When documenting in reports or technical memoranda, the Consultant shall identify the data used and whether it has or has not been validated or field verified. The Consultant shall identify data requirements that would improve the accuracy of recommendations and cost estimate of the Work, when data used has not been validated or field verified. The Consultant shall sign and execute Prince William Water's Data Usage Agreement, a Prince William Water document outlining Prince William Water's processes, procedures and policies regarding Prince William Water data, prior to being granted access to Prince William Water business systems or data and acknowledge receipt and understanding of Prince William Water policies. Prince William Water systems and data must be used and handled in accordance with the applicable Prince William Water policies and agreements, including Prince William Water's Data Usage Agreement.
- 5.39.7 Consultant shall provide seven (7) copies of any written studies furnished under this Agreement in a format acceptable to Prince William Water.
- 5.39.8 Key Personnel: Prior to the execution of this Agreement, and prior to the commencement of any work under this Agreement, the Consultant shall submit a listing of all Key Personnel expected to be assigned to Work under this Agreement, along with their labor category and associated Hourly Rate listed in Table 1 to EXHIBIT B, Compensation and Labor Costs for Prince William Water's review and approval. All employees of the Consultant performing Work under this Agreement must be legally documented employees of the Consultant and paid under the Consultant's federal tax identification number.
- 5.39.9 The Consultant shall not add, remove or reassign the Consultant's Key Personnel, as defined herein, from performance or positions in this Agreement without written approval from Prince William Water.
- 5.39.10 In addition, the Consultant shall submit a formal written request to Prince William Water prior to adding, removing and/or reassigning Consultant personnel as specified below.
- 5.39.11 Consultant shall submit a formal written request to Prince William Water no later than fifteen (15) Days prior to the addition, removal and/or reassignment of Key Personnel. The Consultant shall add, remove or reassign such Key Personnel only after receiving approval in the form of a written modification from Prince William Water. Replacement Key Personnel shall have equal quality professional experience and expertise to perform the services, subject to Prince William Water approval.

5.39.12 Key Personnel are defined, as those individuals assigned as follows:

Name	Function/Title

5.39.13 The Consultant shall designate a Consultant’s Project Manager (designated as Key Personnel in Section 5.39.13) subject to Prince William Water’s approval. So long as the Project Manager performs in a manner acceptable to Prince William Water and remains in Consultant’s employment, the Consultant shall comply with the requirements above.

5.39.14 Performance of Work (including labor work of Consultant employees and/or Subconsultants) under this Agreement outside of the United States is strictly prohibited unless requested in writing by the Consultant and approved in advance and in writing by the Prince William Water General Manager or his designee.

5.39.14.1 Upon approval, Prince William Water and Consultant shall negotiate and agreed upon applicable compensation (labor rate limits) prior to any Work being performed outside the United States under this Contract.

5.39.14.2 The Consultant shall provide to Prince William Water for its approval, any and all security measures proposed to preserve Prince William Water’s assets in performance of the Work.

5.39.15 The Consultant shall perform the required services in fulfilling the Work requirements and shall notify Prince William Water in advance of performing any Work activities beyond the scope of the work requirements.

5.39.16 The Consultant is responsible for reviewing all tasks to ensure best available technology is being used for best results/outcomes.

5.39.17 Consultant covenants that the services provided by it hereunder will meet the care, skill and diligence ordinarily exercised by members of Consultant’s profession currently practicing under similar circumstances.

5.39.18 The Consultant shall not introduce through any means any “Harmful Code” including but not limited to a virus, worm, malware ransomware, trap, trap door, back door, or any contaminant or disabling devices, including, but not

limited to, timer, clock, counter, or other limiting codes, commands, or instructions intended to damage or disable the software, or any Prince William Water data or other intellectual property used by Prince William Water. The Consultant shall take the necessary precautions to prevent Harmful Code and shall immediately notify Prince William Water in writing of instances of Harmful Code which may impact Prince William Water. In the event Consultant introduces Harmful Code, the Consultant shall promptly, and at the Consultant's sole expense, reimburse Prince William Water for all costs, damages and losses, of any kind, incurred by Prince William Water as a result of or related to the Consultant's introduction of Harmful Code.

- 5.39.19 Notwithstanding anything else contained in this Agreement, the covenants and warranties in paragraph 5.39.18 shall be deemed to be a warranty for current and future performance and shall continue until and for so long as the Consultant is engaged to provide services to Prince William Water.

5.40 Certifications of Wage Rates

Signing of this Agreement by the Consultant certifies that the wage rates and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should Prince William Water determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside contractors. Prince William Water shall exercise its rights under this clause within three (3) years following final payment.

5.41 Notices

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the

provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

<p><u>For Consultant</u></p>	<p><u>With Copy to</u></p>
<p><u>For Prince William Water</u> 4 County Complex Court Woodbridge, VA 22192 Attn: Contracts Management Department</p>	<p><u>With Copy to</u> Bean Kinney & Korman PC 2311 Wilson Boulevard, Suite 500 Arlington, VA 22201 Attn: Mr. Mark Viani</p>

5.42 Confidentiality

- 5.42.1 Prince William Water is a public entity and, as such is subject to and supports the provisions of the Virginia Freedom of Information Act (“Virginia FOIA”) and VPPA Section 2.2-4342, Public Inspection of Certain Records.
- 5.42.2 Except as provided in the VPPA, all proceedings, records, contracts and other public records relating to Prince William Water’s procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with Virginia FOIA.
- 5.42.3 The Consultant may seek protection from disclosure of its trade secrets or proprietary information submitted to Prince William Water in connection with this Agreement, the procurement of the same, and its services hereunder; provided, however, that the Consultant must:
 - 5.42.3.1 Invoke the protections of VPPA Section 2.2-4342(F) prior to or upon submission of the data or other materials,
 - 5.42.3.2 Identify the data or other materials to be protected, and
 - 5.42.3.3 State the reasons why the protection is necessary.
- 5.42.4 If Consultant, when submitting materials to Prince William Water, requests that those materials not be disclosed under applicable law, Prince William Water consequently denies a request for the disclosure of such materials based on the Consultant’s request, and Prince William Water’s denial of the request for disclosure is challenged in court, the Consultant shall indemnify, hold harmless Prince William Water, its officers, directors, agents and employees

from any and all costs, damages, fees and penalties (including but not limited to any attorneys' fees and other costs related to the litigation) relating thereto.

- 5.42.5 Prince William Water shall determine whether materials submitted by the Consultant are subject to disclosure in Prince William Water's sole discretion, and Prince William Water shall have no obligation to withhold disclosure of any materials it believes are subject to disclosure.
- 5.42.6 Prince William Water, its officers, directors, agents and employees shall have no liability to the Consultant for such disclosure of materials provided by the Consultant.
- 5.42.7 Prince William Water reserves the right to seek an opinion of the Attorney General of Virginia as guidance on matters regarding the disclosure of materials submitted by the Consultant and the applicability of Virginia FOIA, VPPA and this Agreement, with all such costs and expenses of doing so being at the sole expense of the Consultant.
- 5.42.8 Confidential Information means with respect to Prince William Water, all business and technical information of Prince William Water provided to Consultant in performance of the Work which are not subject to disclosure under Virginia FOIA or the VPPA, and with respect to Consultant, all business and technical information of Consultant provided to Prince William Water in connection with the performance of the Work including the Consultant Intellectual Property Rights which are designated as Confidential Information and are not subject to disclosure under Virginia FOIA or the VPPA.
- 5.42.9 The parties shall:
 - 5.42.9.1 Keep, and not disclose to any third parties, any Confidential Information of the other party;
 - 5.42.9.2 Maintain and use the Confidential Information of one another only for the purposes of this Agreement and only as permitted herein;
 - 5.42.9.3 Only make copies of the Confidential Information as specifically authorized by the disclosing party and with the same confidential or proprietary notices as are on the original;
 - 5.42.9.4 Restrict access and disclosure of Confidential Information to their employees or agents who have a "need to know"; and
 - 5.42.9.5 Use commercially reasonable efforts, which shall be no less stringent than those efforts that each party uses to protect its own Confidential Information, to prevent the other's Confidential Information from being disclosed or used in violation of this

Agreement; provided, however, that Consultant may disclose Prince William Water's Confidential Information to its Subconsultants who are involved in performing any Services on behalf of Consultant, have a need to know such Confidential Information in order to carry out their responsibilities and have included this confidentiality clause in their contract with the Consultant.

- 5.42.10 The parties shall return or destroy all Confidential Information of the other party upon termination of this Agreement or upon written request of the other party.
- 5.42.11 Notwithstanding the forgoing, if a receiving party becomes legally compelled to disclose any of the Confidential Information of the disclosing party, the receiving party shall provide the disclosing party with prompt written notice thereof so that the disclosing party may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the provisions of this Agreement.
- 5.42.12 If such protective order or other remedy is not obtained, or the disclosing party waives compliance with the provisions of this Agreement, the receiving party shall:
 - 5.42.12.1 Furnish only that portion of the Confidential Information of the disclosing party that, upon the advice of legal counsel, is legally required to disclose, and
 - 5.42.12.2 Exercise reasonable efforts to obtain assurance that confidential treatment will be afforded such Confidential Information.
- 5.42.13 In the event of a breach or threatened breach of this Section the parties recognize that money damages shall not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, the parties shall be entitled to seek an injunction, or other equitable relief or remedies, against such breach without necessity of posting bond or security, which is waived.
- 5.42.14 The Consultant shall not divulge any confidential, proprietary, draft or for official use only information (including portions of materials) concerning the Project(s) or provided to it by the Owner or any of the Owner's employees, consultants, contractors or agents, to anyone (including, for example, information on applications for permits, variances, and so forth) without the Owner's written consent, which may be given or withheld in the Owner's sole and unfettered discretion. The Owner shall designate such information as "Confidential", "Proprietary", "Draft", or "For Official Use Only". The Consultant shall obtain similar assurances from all those persons (including its employees or independent contractors) or firms retained by the Consultant pursuant to this Agreement. The Consultant further acknowledges and agrees

that substantial damage will accrue to the Owner if this nondisclosure provision is breached by the Consultant or anyone for whom it is responsible, and therefore the Consultant agrees to pay any and all actual damages, costs or losses suffered by the Owner in the event there is a breach of this provision of this Agreement and to be subject to an injunction to enforce this provision. The Owner reserves the right to release any and all information relative to the Project, including, but not limited to, the time of release and the form and content hereof. This requirement shall survive the termination or expiration of this Agreement.

5.42.15 The Consultant shall not include or disclose, or permit to be disclosed, any photographic, artistic, text, recorded or written testimonials or names or contact information for any of the Owner’s personnel, or other reference to the Project or the Owner, or any materials received in connection with the Project, in any of its promotional marketing materials, studies, research, advocacy proposals, publications or social media. This requirement shall survive the termination or expiration of this Agreement.

5.42.16 In its performance of Work under this Agreement, if the Consultant is required to offer comments, opinions or testimonials on a specific subject matter related to the Work under this Agreement, under no circumstance shall the Consultant offer unsolicited written comments, opinions or testimonials other than what is specifically requested, or without the express written consent of Prince William Water. This requirement shall survive the termination or expiration of this Agreement.

5.43 Headings

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

5.44 Exhibits

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated by reference.

5.45 Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original and shall constitute one and the same instrument.

5.46 Words and Phrases

Where the words “required”, “approved”, “approval”, “satisfactory”, “determined”, “acceptable”, or words of like import are used in this Agreement, action by Prince William Water is indicated unless the context clearly indicates otherwise, and all Work shall be in accordance therewith. Such

action, or failure to act, shall not relieve the Consultant of its contractual responsibilities for performance of this Agreement.

Wherever it is provided in the Agreement that the Consultant shall perform certain work “at its own expense”, or “without charge”, or that certain Work will not be paid for separately, such words mean that the Consultant shall not be entitled to any additional compensation from Prince William Water for such work.

5.47 Notice of Commencement/Notice to Proceed

Consultant shall not commence the Work until:

- 5.47.1 All insurance to be furnished hereunder has been approved by Prince William Water;
- 5.47.2 Consultant has received a Prince William Water Purchase Order and fully executed Engagement Letter from the duly authorized representative of Prince William Water for Work under the Agreement; and
- 5.47.3 Both parties have executed this Agreement and Prince William Water shall not be responsible to pay for or reimburse the Consultant for any work that does not comply with this paragraph.

5.48 Nonwaiver of Defaults – (NOT USED)

5.49 Patent Indemnity

Subject to the limitations set forth in this Agreement, the Consultant shall indemnify, and save harmless the Indemnified Parties from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys’ fees incident to any infringement of any patent or patents related in any manner to the subject matter of the Agreement or documents prepared by the Consultant; provided, however, that any Indemnified Parties may, at such party’s option, be represented in any such suits, actions or legal proceedings by attorneys of such party’s own selection at its own expense.

In case any Deliverable, document or other Work Product produced by or recommended by Consultant as part of its services provided under this Agreement, is held to constitute infringement of any patent or patents and its use on or for Prince William Water’s project is enjoined, the Consultant shall, at its sole expense, either procure for Prince William Water the right to continue using the equipment, material, or facility that contains the infringement, replace the same with non-infringing equipment, material or facilities, or modify it so it becomes non-infringing.

The provisions of this Section shall survive termination, cancellation and expiration of this Agreement.

5.50 Consultant's Equipment and Facilities

- 5.50.1 The Consultant's and all Subconsultants' equipment shall be maintained in safe and good working order for the particular operating conditions. Use of equipment not meeting these requirements shall be discontinued until repaired. Prince William Water reserves the right to immediately direct the Consultant to discontinue the use of any substandard and/or unsafe equipment.
- 5.50.2 As requested by Prince William Water, the Consultant shall, at its own expense, repair or replace any substandard equipment used in performance of the work under this Agreement.
- 5.50.3 All commercial motor vehicles shall meet all U.S. Department of Transportation (DOT) and Virginia Department of Transportation (VDOT) requirements.

5.51 Use of Prince William Water's Equipment or Facilities

- 5.51.1 Circumstances may arise where the Consultant requests Prince William Water to make available to the Consultant certain equipment or facilities belonging to Prince William Water for the performance of the Consultant's work under this Agreement.
- 5.51.2 If Prince William Water agrees to such request, the equipment or facilities will be charged to the Consultant at agreed rental rates. Under such circumstances, the Consultant shall assure itself of the safety of such equipment before use and shall assume all risks and responsibilities in its use of the equipment.
- 5.51.3 The Consultant hereby agrees to indemnify Prince William Water from any liabilities that may arise from the Consultant's use and upon its return to Prince William Water to establish its condition and substantiate whether or not any part of the equipment used by the Consultant has been overstressed or damaged in any way as a result of its use, other than ordinary wear and tear. The cost of repairs or replacement to correct such overstress damage resulting from such use shall be at the Consultant's expense.
- 5.51.4 The provisions of this subsection shall survive termination, cancellation and expiration of this Agreement.

5.52 Consultant's Security Responsibilities

- 5.52.1 The Consultant shall at all times conduct its operations under the Agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage, or other means to any property and/or documents. The Consultant shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of a loss, theft, or damage of its property or that of Prince William Water.

- 5.52.2 The Consultant shall comply with all applicable laws and regulations. The Consultant shall cooperate with Prince William Water on all security matters and shall promptly comply with any Project security requirements established by Prince William Water.
- 5.52.3 Such compliance with these security requirements shall not relieve the Consultant of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner the Consultant's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- 5.52.4 The Consultant shall prepare and maintain accurate reports of incidents of loss, theft, or vandalism and shall furnish these reports to Prince William Water within six (6) hours of becoming aware of the incident.
- 5.52.5 Representatives and employees of the Consultant must enter Prince William Water property through an entrance designated by Prince William Water, and must adhere to all security rules and regulations, and Consultant agrees to comply and cause compliance by its Subconsultants therewith.
- 5.52.6 The Consultant may obtain authorization for trucks and other vehicles to enter Prince William Water's property subject to compliance with Prince William Water's rules and regulations.
- 5.52.7 Prince William Water will accept no responsibility for replacement of, protection to, or policing of, the Consultant's equipment, tools or materials which are furnished or used in its work at Prince William Water's property.
- 5.52.8 The Consultant shall conduct, or has conducted, a criminal background check at its own expense on each of its employees engaged in performing Work under this Contract prior to the commencement of such services. No Consultant employee shall be eligible to perform Work for Prince William Water if he or she, to the Consultant's knowledge, (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust including, but not limited to, check kiting or passing bad checks; embezzlement, drug trafficking, forgery, burglary, robbery, theft, perjury; possession of stolen property, identity theft, fraud, money laundering, shoplifting, larceny, falsification of documents; and/or (2) has been convicted of any sex, weapons or violent crime including but not limited to homicide, attempted homicide, rape, child molestation, extortion, terrorism or terrorist threats, kidnapping, assault, battery, and illegal weapon possession, sale or use.
- 5.52.9 The Consultant also agrees that all of its contracts or other agreements with Subconsultants and vendors shall prohibit the Subconsultants and vendors from assigning any employee providing services for the performance of Work

for this Agreement without first performing or obtaining a criminal background check on such employee.

- 5.52.10 In addition, the Consultant shall not tolerate any inappropriate behavior on Prince William Water's public property and shall immediately remove from the property any Consultant personnel who is found to be engaging in any inappropriate behavior.

5.53 Damage of Property

The Consultant shall replace any lost or stolen property, repair any damage of whatever kind or character, whether publicly or privately owned, including the property of Prince William Water, to the extent caused by its operations (including its Subconsultants) to the condition such property was in prior to the damage or other incident, all to the reasonable satisfaction of Prince William Water.

The provisions of this Section shall survive termination, cancellation and expiration of this Agreement.

5.54 Inspection of Work

Prince William Water shall at any and all times have access to the Work being performed under this Agreement, and all aspects thereof and to the premises affected thereby, for inspection purposes including the utilization at Prince William Water's expense of third-party inspectors, and the Consultant shall provide proper facilities for such access and inspection.

5.55 Cooperation

Prince William Water or other parties may perform work, including the normal operations of Prince William Water, in the vicinity of or on the premises affected by this Agreement, and the Consultant's work or use of certain facilities may be interfered with as a result of such concurrent activities. Prince William Water reserves the right to require the Consultant to schedule the order of performance of its work in such a manner as will minimize interference with the work of any of the parties involved and the Consultant acknowledges that such interferences will not constitute cause for additional compensation to the Consultant.

5.56 Progress

- 5.56.1 If requested by Prince William Water's Project Manager/COR, prior to commencement of the Work, the Consultant shall prepare and submit to Prince William Water for approval, a progress schedule indicating the proposed dates for the starting of and completion of the various parts of the Work outlined herein.

- 5.56.2 The Consultant shall give Prince William Water full information in advance as to its plans for performing each part of its Work. If at any time the Consultant's progress is inadequate to meet the requirements of this

Agreement, Prince William Water may so notify the Consultant who shall thereupon take such steps as may be necessary to improve its progress. If, within a reasonable period as determined by Prince William Water, the Consultant does not improve performance to meet the currently approved Agreement Schedule, Prince William Water may require an increase in the Consultant's labor force, the number of shifts, overtime operations or additional Days of work per week. Neither such notice by Prince William Water nor Prince William Water's failure to issue such notice shall relieve the Consultant of its obligations to achieve the quality of work and rate of progress required by this Agreement.

5.56.3 Failure of the Consultant to comply with Prince William Water's instructions may be grounds for termination, in accordance with the applicable provisions of this Agreement.

5.57 Assignment Upon Termination

The Consultant Work Product shall become the property of Prince William Water upon payment for services performed, as they are performed and the Consultant shall within ten (10) working days of receipt of written direction from Prince William Water, delivery to either Prince William Water or its authorized designee, all Work Product in its possession, including but not limited to, designs, Specifications, Drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to such Agreement. Upon Prince William Water's request, the Consultant shall additionally assign its rights, title and interest under any Subconsultant's agreements to Prince William Water.

5.58 Warranties and Limit of Liability – (NOT USED)

5.59 Order of Precedence

In the event of an inconsistency between provisions of this Agreement, the inconsistency shall be resolved in the following order:

- A. Change Order(s) or modifications
- B. Engagement Letters
- C. Financial Auditing Services Agreement

5.60 Severability

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

EXHIBIT A SCOPE OF WORK

EXHIBIT B COMPENSATION AND LABOR COSTS

Table 1 to Exhibit B

AUDIT FEE PROPOSAL

Fiscal Year Ending	Audit Fee

OPTIONAL RENEWAL YEARS

Fiscal Year Ending	Audit Fee

**BASE YEARS HOURLY RATES FOR ADDITIONAL SERVICES, IF
REQUESTED (BASE YEARS)**

(OPTIONAL RENEWAL YEARS)

The labor costs and compensation for this Financial Auditing Services will be computed as follows:

1. The Consultant shall provide a written request prior to and for approval by Prince William Water Project Manager/COR to add Key Personnel, labor categories, transfer employees from one category to another or remove employees from a category.
2. **Other Direct Costs (ODC):** ODC's shall be charged at cost. The Consultant shall seek best value when incurring other direct costs. Prince William Water has the right to reject such costs. Allowable and unallowable ODC's are detailed in Table 2.
3. **Allowable and Unallowable Costs:** The following table provides allowable and unallowable costs. Any costs not included in this table requires Prince William Water to determine in writing if the cost is allowable or unallowable.

Table 2: ALLOWABLE AND UNALLOWABLE COSTS

Type of Cost	ODC	Non-Reimbursable	Hourly Rate
Consultant Staff Assigned to the Work			X
Consultant Staff Not Assigned to the Work			X
Outside Reproduction Services <ul style="list-style-type: none"> • Photocopying, printing or binding of drawings specifications, renderings, and other documents • Printing, mounting, laminating and/or physically preparing presentation materials 			X
High-End Computer Usage and Software Maintenance Charges			X
Federal, State, and Local Regulatory Fees, including OSHA Health & Safety <ul style="list-style-type: none"> • Applications Fees • Permits Fees • Permit Modification Fees • Filing Fees Public Information and Document Requests fees			X
Work Travel and Subsistence Expenses	X		
Work Equipment Expenses (Rental or Purchase), including computer and communication usage			X
Work Related Mileage or Car Rental Charges	X		
Overhead Salaries			X
Bonuses & Incentives			X
Retirement Pay			X
Social Security			X
Federal and State Unemployment Allowances			X
Insurance Not Required by the Service Authority			X
Insurance Required by the Service Authority other than as described in Section 5, sub-section 5.34 of the Financial Auditing Services Agreement			X

Table 2: ALLOWABLE AND UNALLOWABLE COSTS

Type of Cost	ODC	Non-Reimbursable	Hourly Rate
Pension Plan Costs			X
Allowances for Vacation, Sick leave, and Holiday Pay			X
Buildings			X
Taxes (excepting Taxes associated with specific Other Direct Costs)			X
Licenses			X
Support Services (i.e. Cleaning, Storage, Utilities)			X
Storage Related to the Work on the jobsite			X
Non-Work Related Travel and Subsistence			X
Costs/Expenses Recoverable by Insurance			X
Costs/Expenses Related to Consultant's Default or Breach of Contract			X
Recruiting and Advertising Costs			X
Contributions, Donations, Entertainment, or Organizational Membership			X
Fines and Penalties Due to Consultant's Violation or Non-Compliance with Laws and Regulations			X
Consultant's Defective Work (as described in Section 1, sub-section 1.12)			X
Interest on borrowed money and associated finance charges			X
Costs or expenses not in accordance with this Financial Auditing Services Agreement			X

EXHIBIT C REQUIRED INSURANCE LIMITS

Insurance Coverages and Limits:

Coverage Required		Minimum Limits
1.	Workers' Compensation and Employers' Liability:	Statutory Limits of the Commonwealth of VA:
	Admitted in Virginia	Yes
	Employers' Liability	\$500,000
	All State Endorsement	Statutory
2.	General Liability	\$1,000,000 Combined Single Limit
	Contractual Liability	Bodily Injury and Property Damage
	Personal Injury	Each Occurrence
3.	Automobile Liability	\$2,000,000 Combined Single Limit
	Owned, Hired & Non-Owned	Bodily Injury and Property Damage
	Personal Injury	Each Occurrence
4	Umbrella or excess liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
5.	Prince William Water named as additional insured on General Liability Policies (This coverage is primary to all other coverage Prince William Water may possess.)	
6.	Cancellation notice in accordance with policy provisions required.	
7.	Professional Liability	\$2,000,000 per Claim, \$6,000,000 Aggregate
8.	Best's Guide Rating	A-:VII or Better, or Equiv.
9.	The Certificate must state Contract No. SA-2511	

EXHIBIT D INVOICING PROCEDURES

The Consultant shall submit all invoices in accordance with the following:

Invoices (or Applications for Payment) must contain sufficient information for Prince William Water to verify that the work was performed in accordance with this Contract. Prince William Water requires that the following information be included in the invoice (or must be in the form of a report which must accompany the invoice) and contain the following information:

1. Contract Title and Contract Number, Purchase Order Number;
2. Dates services were provided (date work performed, period of performance);
3. Summary of Deliverables or work achieved during the specified billing period including, for unit price work, details of quantities and prices, for lump sum work, details of the work performed in accordance with the schedule of values;
4. Written acceptance of the work and/or Deliverable by Prince William Water;
5. Invoice Processing:

The Consultant shall submit invoices on a monthly basis, but no more frequently than once per month. The Consultant shall submit invoices to the Accounts Payable Department (as shown below). The Consultant shall not invoice for work more than 90 Days after performance. Prince William Water shall pay invoices within 30 Days upon receipt unless any items thereon are questioned or disputed, in which event the Consultant will be notified of the disputed amounts/services, and payment will be withheld for those items pending verification of the amount and the validity of the invoice.

Invoices shall be forwarded to:

By Mail	Physical Delivery
Prince William Water Attn: Accounts Payable P O. Box 2266 Woodbridge, Virginia 22195	Prince William Water Attn: Accounts Payable 4 County Complex Court Woodbridge, Virginia 22192
Or (Electronically, via email): accountspayable@pwwater.org	

6. The following support is required:
- a. Other Direct Costs: Other Direct Costs shall be paid in accordance with Table 2 to EXHIBIT B and must include the consultant employee incurring the cost, nature of work with which expenses were incurred, and copies of invoices or receipts that contain the Contract Number to clearly indicate the expense is identifiable to the Contract.
 - b. Travel Costs: Travel Authorization Form (Exhibit E) signed by Prince William Water Project Manager/COR for advance approval of all travel expenses outside of Prince William County (See Section 1.34, Travel Expenses and in Table 2 to EXHIBIT B, Allowable and Unallowable Costs).
 - c. Non-schedule work items: Proper documentation to support payment of non-schedule work/items not included in the Contract to include payroll records, and invoices for all materials, supplies, and services, purchased or leased, in performance of the work.

EXHIBIT D

Prince William County Service Authority d/b/a Prince William Water
Monthly Progress Summary Report

NOT USED

EXHIBIT D – SAMPLE INVOICE

[INSERT APPROVED SAMPLE INVOICE HERE]

EXHIBIT E TRAVEL AUTHORIZATION FORM

Please fill out Travel Authorization form & obtain approval prior to making reservations.
International travel may require a passport and/or visa.

Is travel being booked at least 7 Days in advance? Yes No

If no, please explain _____

Only coach class fare is reimbursable

Estimated cost of trip _____

Note: **Backup documentation is required to support Estimated Cost**

TRAVELLER'S NAME		TELEPHONE NUMBER:		T.A. NUMBER:
CONSULTANT COMPANY:		CONTRACT/ NUMBER:		TRAVEL ARRANGED BY:
PURPOSE OF TRIP				
ITINERARY				
FROM	TO	DATE	DEPARTURE TIME	
CAR RENTAL NEEDED? NO YES (IF YES PLEASE COMPLETE INFORMATION BELOW)				
CITY	NUMBER OF DAYS	SPECIAL INFORMATION		
HOTEL NEEDED? NO YES (IF YES PLEASE COMPLETE INFORMATION BELOW)				
CITY	DATE(S)	HOTEL NAME (if known)	SPECIAL INFORMATION	
IS ANY PORTION OF THIS TRIP PERSONAL? IF YES, PLEASE EXPLAIN.				
CONSULTANT SIGNATURE		DATE	SA PROJECT MANAGER SIGNATURE	

EXHIBIT F SUBCONSULTANT'S LIST

Enter CONSULTANT name is encouraged to use good faith efforts to offer subcontracting opportunities to SWaM businesses to the greatest extent possible supporting Prince William Water's supplier-diversity commitment.

EXHIBIT G OTHER

EXHIBIT H SAMPLE ENGAGEMENT LETTER

ATTACHMENT D PRINCE WILLIAM WATER SWAM BUSINESS GOAL

It is an important business objective of the Prince William Water to promote the economic enhancement of small, women- owned, minority-owned and service-disabled veteran-owned small businesses (SDV), collectively known as SWaM. The success of Prince William Water in maximizing participation in contracting or sub-contracting opportunities of SWaM firms (whether as a prime contractor or a subcontractor) is dependent upon Prince William Water bidders/offerors and contractors partnering with us in this important endeavor.

A. Obtaining Certification

Eligible firms are encouraged to obtain certification as a SWaM business by using the services and assistance of the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (SBSD) and the Small Business Administration (SBA) or other resources to obtain certification. Prince William Water recognizes several certification sources including:

Primary Certification Entity:

The Virginia Department of Supplier Diversity (SBSD): <https://www.sbsd.virginia.gov/>

Other Certification Entity Partners of Prince William Water Include:

- (1) Small Business Administration www.sba.gov
- (2) Women’s Business Enterprise National Council www.wbenc.org
- (3) National Minority Supplier Development Council www.nmsdc.org
- (4) Carolina-Virginia Minority Supplier Diversity www.cvmsdc.org
- (5) Other U.S. State or Local Government Supplier Diversity Programs such as the North Carolina Unified Certification Program, the Maryland Office of Minority Business Enterprise and other State certification programs. Some local government programs are also accepted provided the certification process is other than self-reporting.

B. Maximizing Sub-contractor Opportunities

Bidders/Offerors and Prime Contractors should take affirmative steps prior to submission of bids/proposals and after award of a contract to facilitate participation by SWaM businesses by providing subcontractor or sub-consultant opportunities or by partnering with a SWaM firm. Such efforts may include:

- (1) Establishing and maintaining a current list of small, women-owned, minority-owned and service-disabled veteran sources available to provide goods/services.
- (2) Use the services and assistance of the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (SBSD) or other similar resources to identify sub-contractors or sub-consultants.
- (3) Encourage existing sub-contractors or sub-consultants to seek certification from one of the certification programs identified above if they are eligible.

- (4) Segment total work requirements to permit maximum SWaM participation through subcontractors or partnerships.
- (5) Assure that SWaM firms are solicited whenever they are potential sources of goods or services. This step may include:

Sending letters or making other personal contact with SWaM firms and SWaM related associations. SWaM firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid/proposal submission. Those letters or other contacts should communicate the following:

- (i) Specific description of the work to be contracted;
 - (ii) How and where to obtain a copy of plans, specifications or other detailed information needed to prepare a detailed price quotation;
 - (iii) Date the information is due to the Bidder/Offeror;
 - (iv) Name, address, and phone number of the person in the Bidder/Offeror's firm whom the prospective SWaM subcontractor should contact for additional information.
- (6) Offerors and potential subcontractors are encouraged to communicate and collaborate using the B2B Connect tab on the solicitation webpage on eVA, Virginia's e-procurement portal and to follow projects on Prince William Water's website www.princewilliamwater.org.