

Procurement Department
T: (703) 335-8925

BNP RFP



REQUEST FOR PROPOSALS (RFP)

Date: February 27, 2023

SOLICITATION NUMBER: RFP SA 2315
TITLE: General Management Services
RFP CLOSING DATE/TIME: March 31, 2023 at 10:00 A.M. (EST)
PRE-PROPOSAL CONFERENCE: March 7, 2023 at 11:00 A.M. (EST)
QUESTION DEADLINE: March 14, 2023 at 12:00 Noon (EST)
SUBMIT ONE (1) ORIGINAL & ONE (1) USB THUMB DRIVE OF YOUR PROPOSAL TO:

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

In compliance with this RFP and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed Proposal or as mutually agreed upon by subsequent negotiation.

Company Name

Authorized Signature

Date

Name and Title Printed

Phone Number

Email Address

Note: Prince William County Service Authority 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: **General Management Services**
RFP Number: **RFP SA 2315**
Closing Date/Time: **March 31, 2023 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 <input type="checkbox"/>	No <input type="checkbox"/>	Small Bus.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Women Owned/Controlled Bus.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Disabled Veteran:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If your firm is certified by 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.

Signature

Date

Name (Printed)

Title

OFFEROR MUST COMPLETE AND RETURN THIS FORM WITH ITS PROPOSAL PACKAGE

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Request For Proposals (RFP) –RFP SA 2315
General Management Services

SECTION 1 INTRODUCTION

The Prince William County Service Authority (“Service Authority”) is a public utility created in 1983 under the Virginia Water and Sewer Authorities Act and chartered by the Prince William Board of County Supervisors. The Service Authority is an independent body responsible for providing comprehensive water and sewer services in Prince William County. The Service Authority has approximately 93,000 customers and owns and operates wastewater treatment facilities for the eastern portion of the county.

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.

The Service Authority is dedicated to excellence in providing safe, reliable water service to our customers and returning clean water to the environment, and is guided in all its actions by our vision and values below:

Vision:

The Prince William County Service Authority 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:

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

The Service Authority is committed to continuous improvement, diversity, and fairness in its actions as reflected in its values of Safety Always, Customer-First Focus, Integrity, Respect & Inclusion, Excellence, and Ownership. The Service Authority expects the performance of its work force, suppliers and partners to reflect our vision and values.

The Service Authority advances organizational excellence through its commitment to diversity, inclusion, and equity. This commitment to diversity for our employees and by extension, for our service providers, suppliers and contractors, helps us to deliver excellent 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 the SA's supplier-diversity commitment. (Reference Attachment D)

SECTION 2 BACKGROUND INFORMATION

The Service Authority is seeking to engage the services of a qualified, full-service firm(s) under a continuing contract, to provide a variety of services primarily related to the management and operations of a water and wastewater utility (the "Work"). In addition, the firm should indicate any other type of professional consulting services it can provide and which the Service Authority may avail itself of.

SECTION 3 PROCUREMENT RULES AND RFP DEFINITIONS

This RFP, the resulting Proposal document and Contract document shall be consistent with and governed by the Service Authority'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 Service Authority 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 the Service Authority's evaluation of Your Proposal Package compared to the specific requirements and qualifications contained in this RFP.
- B. The Service Authority 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. The Service Authority may disqualify a Proposal package for failure to comply with any mandatory requirements.
- C. The Service Authority 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):** The Service Authority 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. **Basic Ordering Agreement (BOA):** A written instrument of understanding negotiated between the Service Authority and the Consultant that contains (1) terms and clauses applying to anticipatory agreements between the parties during its term, (2) a description of the commodities and /or services to be provided, and (3) methods for pricing, issuing, and delivering future orders under the Basic Ordering Agreement. A Basic Ordering Agreement is not a contract.
4. **Change Order:** A written order to the Consultant or executed by the Service Authority, 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.
5. **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 the Service Authority. (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.).
6. **Contract Document(s):** Documents which establish the rights and obligations of the and Service Authority 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.
7. **Contracting Officer Representative (COR) also referred to as Service Authority Project Manager:** the representative of the ACO responsible for the inspection and approval or disapproval of all deliverables and payment of invoices under Authority Contracts. Designation as a COR does not convey authority to execute Contracts or Change Orders.
8. **Consultant:** The successful Offeror with whom a contract is executed pursuant to this RFP.
9. **Consultant's Project Manager:** The Consultant's person responsible for the project.

10. **Day(s):** Calendar Days, unless otherwise specified.
11. **Dollar “\$”:** United States of America dollars.
12. **Key Person (Key Personnel):** Any person or persons whose individual action or inaction can impact the timely accomplishment of the performance objective(s).
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 shall start to perform the Work under the resulting Contract Documents.
14. **Offeror:** The professional entity submitting a Proposal Package to the Service Authority 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 County Service Authority (Service Authority):** Public utility chartered by the Prince William County Board of County Supervisors.
16. **Procurement Officer:** A delegate of the Procurement Manager.
17. **Project Agreement/Task Order Agreement (or Task Order):** The Contract Document that the Service Authority will use to place orders for services with the Consultant for services under the BOA.
18. **Proposal or Proposal Package:** The complete submittal from an Offeror.
19. **Procurement Manager:** The Service Authority 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 Service Authority’s General Manager and Board of Directors.
20. **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.
21. **Request for Proposal (RFP):** Request For Proposals; This competitive process whereby the Service Authority is seeking competitive offers to resolve the Service Authority’s need or requirement.
22. **Selection or Evaluation Committee:** any team, committee or other group that evaluates Proposals.
23. **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.
24. **Subconsultant:** An entity having a direct contract with the Consultant or with any other Subconsultant for the performance of a part of the work.
25. **Using Division or Department:** Executive Department
26. **Work:** The entire project or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents.
27. 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.
28. **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

Every Task Order Agreement shall list the deliverables to be provided by the Consultant along with the associated timeline and schedule. Monthly progress reports to be provided for each task in the attached format, 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. Name of Service Authority and Consultant Project Managers.

4.3 Non-Exclusive Agreement

The Service Authority 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 Service Authority 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 the Service Authority to have the selected firms perform all or any of these services. The Service Authority 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 the Service Authority; however, the dates and times may be changed as the needs of the Service Authority change. It is solely Your responsibility to stay informed on the dates and times.

- A. RFP release date – February 27, 2023
- B. Pre-Proposal conference – March 7, 2023 at 11:00 A.M. (EST)
- C. Final date to receive written questions –March 14, 2023 at 12:00 Noon (EST)
- D. RFP closing date – March 31, 2023 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, AND ONE (1) USB THUMB DRIVE OF PROPOSAL PACKAGE TO:

Prince William County Service Authority
Procurement Department, Ref: RFP SA 2315
Attn: Mikyong Rodgers, Procurement Officer
4 County Complex Court
Woodbridge, VA 22192

MARK EACH PACKAGE: RFP SA 2315, General Management Services

- A. Failure to clearly mark each Proposal Package with this information may cause the Service Authority to inadvertently open the Proposal Package before the closing date and time. If the Proposal Package is inadvertently opened due to lack of markings, the Service Authority 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 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 the Service Authority.
- 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. The Service Authority will **NOT** consider facsimile (fax) or electronic submission of a Proposal Package.

5.3 Late Proposal Packages

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

- C. If the Service Authority 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: March 7, 2023, 2022 at 11:00 A.M. (EST)

The Service Authority 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 purchasinggroupemail@pwcsa.org with the following information: vendor name, business address and contact person. The Service Authority will provide the MS Teams link to requestors only. Upon completion of the meeting, the Service Authority will post an attendance list on the Service Authority 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, must 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: **March 14, 2023 at 12:00 Noon (EST)**.
- C. Mark subject line or cover page: **“Questions on RFP SA 2315, General Management Services”**.
- D. RFP Point of Contact for Questions:

Mikyong Rodgers, Procurement Officer, Ref: RFP SA 2315
E-mail: purchasinggroupemail@pwcsa.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 Service Authority.

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 the Service Authority to ensure that You receive any communications regarding this RFP. You should submit this information via email at purchasinggroupemail@pwcsa.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.
- B. The issuance of a written Addendum by the Service Authority's Procurement Department is the only official method by which interpretation, clarification or additional information can be given. The Service Authority will not be responsible for any oral representation given by any employees, representatives, or agents.
- C. If the Service Authority revises (amends) this RFP, the Service Authority's Procurement Department will post a notice on the Service Authority Internet site: <https://www.pwcsa.org/rfp-afb>. 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 the Service Authority except as expressly authorized by the Service Authority's Procurement Officer. The Service Authority 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 Service Authority employee or agent, except as authorized by the Procurement Department, is void and will not be binding upon the Service Authority. You shall only consider those communications that are in writing from the Procurement Department issued through addenda.

5.9 Proposal Correction or Withdrawal

- A. Any Offeror proposing Supplies, Services or Construction, may withdraw their Proposal from consideration if the price proposal was substantially lower than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a Proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Proposal. The Procurement Manager shall require, and so state in the solicitation, the following procedure for withdrawal of a Proposal:
 - 1. The Offeror must give notice in writing of his claim of right to withdraw the Proposal within two (2) business days after the conclusion of the proposal opening procedure.
 - 2. No Proposal may be withdrawn under this section when the result would be to award the Contract on another Proposal of the same Offeror or of another Offeror in which the ownership of the withdrawing Offeror is more than five percent (5%).
 - 3. No Offeror who is permitted to withdraw a Proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted.
- B. The Procurement Manager may contest withdrawal of any Proposal by any means provided by law. If withdrawal of the Proposal is denied, the Procurement Manager shall notify the Offeror in writing stating the reasons for the decision.
- C. If the mistake and the intended correct Proposal are clearly evident on the face of the Proposal document, the Proposal shall be corrected to the intended correct Proposal and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the Proposal document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

5.10 No Obligation to Make Selection

- A. The Service Authority intends to issue one (1) or more Basic Ordering Agreements (BOA) after evaluation of submittals and negotiations as described in Section 5.13 Anticipated Selection Process. The Service Authority is not obligated to make any selection or award as a result of this RFP.
- B. The Service Authority 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 the Service Authority's best interests to do so.

5.11 Offeror's Key Personnel

- A. The Service Authority 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 by the Service Authority, throughout the duration of the resulting BOA, barring illness, accident, or other unforeseeable events of a similar nature in which case You must promptly provide a qualified replacement.
- B. The Procurement Officer and the Contracting Officer Representative (COR) have the right to review and approve or disapprove the Proposal of any Key Personnel assigned to a requirement prior to the person beginning the performance of the Work. If the Procurement Officer considers the Proposal of the assigned person to be inadequate, the Procurement Officer may request further documentation of the person's qualifications, or may request that another qualified person be assigned, also pending the Procurement Officer's approval.

5.12 Minimum Offeror Requirements

- A. To be considered for selection, an Offeror shall meet or exceed each of the following minimum requirements. Failure to meet a requirement will result in a negative evaluation rating.
- B. Qualification requirements for the Contract shall include the following:
 - 1. The Procurement Officer and/or the Selection Committee will determine responsibility based upon the following factors:
 - a) *Experience*: determined by examining internal and readily available public files, which indicate how the Offeror performed in the past;
 - b) *Integrity, Perseverance, and Reliability*: determined by conducting an in-depth evaluation of the management of the Offeror's organization, the organization's philosophies, ethics standards and policies, reputation in the industry, and the organization's quality control programs;
 - c) *Capacity, Facilities, and Equipment*: determined by information submitted by the Offeror and/or by plant or facility visits, if judged appropriate;
 - d) *Financial Capacity*: determined by an investigation of the Offeror's financial statements, readily available public files, and/or credit reports as well as bonding capabilities; and,
 - e) *Eligibility*: determined by whether the Offeror is qualified and eligible to be selected under applicable laws and regulations or not.
 - 2. The Procurement Officer may request additional information, other than that already in the Proposal Package, or may request additional or clarifying information to determine the Offeror's responsibility under this section. If the Offeror fails to supply the information requested within the time required, the Procurement Officer shall make

the determination of responsibility or non-responsibility based solely upon available information. If the available information is insufficient to make a determination of responsibility, the Procurement Officer shall determine the Offeror to be non-responsible. If Your organization is listed as an exclusion record in the federal System for Award Management (SAM) <https://www.sam.gov/> at the time of the RFP closing date or becomes an exclusion record at any time prior to award, the Procurement Manager shall immediately determine Your organization as non-responsible.

5.13 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(s) 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 score all Proposals.
7. The score will be provided to the Procurement Officer.

B. Price Proposal Evaluation:

1. Sometime after the closing date and time the Procurement Officer will open the price Proposals for all Offerors. Only the Procurement Officer and the authorized Service Authority personnel will see the price Proposals at that time.
2. Price Reasonableness and Price Realism Reviews:
 - a) The Procurement Officer will have all price Proposals analyzed against the Service Authority's initial price estimate for price reasonableness (price too high) and price realism (price too low);
 - b) The Procurement Officer may have additional confidential price analysis(s) conducted on any price Proposal;
 - c) If based upon the price analysis, the Procurement Officer determines that the price proposed appears unreasonable or unrealistic, the Procurement Officer will request that the Offeror submit documentation justifying the price. If the Procurement Officer continues to question the reasonableness or realism of the price proposed, the Procurement Officer may only award a percentage of the calculated price points to the Proposal.

3. The Procurement Officer will apply a scoring formula to determine the price points for each Proposal.
4. The Procurement Officer will sum the initial evaluation score and computed price points for each Proposal to determine the total initial evaluated score of each Proposal.
5. Based upon the total initial evaluated scores, the Procurement Officer will determine which Proposals will be considered in the competitive range. The competitive range shall include all Proposals that have a reasonable chance of being selected for award.
6. After the Procurement Officer establishes the competitive range, the Procurement Officer may provide the Selection Committee members with information on the price Proposals.
7. The Procurement Officer will notify, in writing, an Offeror(s) at the earliest practicable time when its Proposal is no longer being considered for award.

C. Evaluation of Competitive Range Proposals:

1. The Procurement Officer may invite any Offeror(s) in the competitive range 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 participate in the oral presentation and/or demonstration.
2. The Procurement Officer may provide a list of individuals, Proposal-specific questions to be discussed at the oral presentation and/or demonstration to the invited Offeror(s).
3. During and after the in-person presentation and/or demonstration, the Selection Committee may ask questions and the Offeror's team shall provide answers.
4. The Selection Committee will evaluate and weigh the oral presentation and/or demonstration and responses in accordance with the criteria for each Offeror that makes an oral presentation and/or demonstration to the Selection Committee.
5. After the oral presentation and/or demonstration, the Selection Committee may request that the Procurement Officer require an Offeror to cure any noted technical deficiencies/discrepancies, provide additional information, and/or perform another oral presentation and/or demonstration to the Selection Committee. If the Offeror does not promptly comply with the Procurement Officer's requirements, the Procurement Officer will remove the Proposal from the competitive range, and it will not be considered for award.
6. Based upon the total evaluated scores after the in-person presentation and/or demonstration, the Procurement Officer will determine the final score of the Offerors.

D. Negotiations:

1. The Procurement Officer will invite the highest scored Offerors for negotiations. The Service Authority reserves the right to negotiate any and all elements, except legal requirements, of any Proposal received.

E. Best and Final Offers:

1. At any time prior to requesting for Best and Final Offers, the Procurement Officer may request additional information, samples, or other evidence of the Offeror's performance

- capabilities from any Offeror in the competitive range in order to better understand and evaluate the Offeror's Proposal.
2. At any point during the evaluation process, the Procurement Officer may request a written Best and Final Offer from all Offerors that have a reasonable chance to be selected for award. This is the only time an Offeror will be provided with the opportunity to make revisions to its Proposal, including its price Proposal, to improve its offer to the Service Authority.
 3. To be considered for award, a complete written and signed final offer must be received in the Procurement Department's office by the time specified in the request for Best and Final Offers.

F. Award:

1. If the Service Authority makes an award(s), the award(s) will be made to the responsible Offeror(s) whose offer is most advantageous to the Service Authority, based upon the evaluation process specified in the selection process, results of the negotiations, and the final offer by the Offeror. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the Service Authority in making an intelligent award decision based upon the Service Authority's requirements and the best value Proposal(s)/offer(s) received.
2. Award Notices will be posted online at the following address:
<https://www.pwcsa.org/rfp-afb>

5.14 **Evaluation Criteria**

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

Evaluation Criteria	Maximum Points per Evaluation Criteria
Staffing Plan and Experience of Key Personnel (Refer to Section 6.4, Tab 2.A)	30
Qualifications and Experience of the Firm in the Public Utilities Sector (Refer to Section 6.4, Tab 2.B)	35
Availability of the Firm (Refer to Section 6.4, Tab 2.C)	10
Proposed Price (Refer to Section 6.4, Tab 2.D)	25
Maximum Evaluation Points	100

5.15 Minor Irregularities

The Service Authority reserves the right to waive minor irregularities in submitted Proposal Packages if such action is in the best interest of the Service Authority. A minor irregularity is defined as an issue that does not have an adverse effect on the Service Authority'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.

5.16 Incurred Expenses

This RFP does not commit the Service Authority to select an Offeror nor will the Service Authority 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 the Service Authority bears no responsibility or obligation for any of Your costs associated with the preparation of Your Proposal Package, preparing and delivering presentations, preparing Proposals for anticipated Task Orders, and/or any administrative or judicial proceedings resulting from this RFP process.

5.17 Exceptions

If You take exception to any requirements in this RFP, including any contract terms in Attachment E 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.

5.18 Pre-Award Submittals

- A. Within ten (10) calendar days after the Service Authority 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.
- B. If a selected Offeror fails to furnish the required submittals within the required time frame, the Service Authority may withdraw the selection from the Offeror and begin negotiations with the next ranked Offeror.

5.19 Conflict of Interest Disclosure

This RFP is subject to the provisions of §2.2-3100, et seq. No member of the Board of Directors, or any employee of the Service Authority, 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 proposal, or have a personal interest therein.

- A. Each Offeror shall complete and sign the specified section of the RFP Cover Page dealing with conflicts of interest.
- B. Each proposed Subconsultant shall also complete the attached **Form C – Subconsultant No-Conflict of Interest Form**.

5.20 Contract Type

- A. The Service Authority will be issuing a Basic Ordering Agreement(s) to establish terms and conditions, and pricing for work to be performed.
- B. The Service Authority will issue Task Order(s) as the Contract Document for services to be provided by the successful Offeror.

5.21 Term of Basic Ordering Agreement (BOA)

- A. The term of any BOA issued from this RFP shall be for one (1) year subject to the Service Authority's option to extend the term of the BOA in accordance with 5.21 B and C below.
- B. Option Period: If the Service Authority determines it to be advantageous, it may extend the term of the BOA for a period of four (4) additional one (1) year periods.
- C. Option to Extend the Term of the BOA:
 - 1. The Service Authority may extend the term of the BOA by written notice to the Consultant before the expiration of the BOA, provided that the Service Authority shall give the Consultant a preliminary written notice of its intent to extend at least ninety (90) Days before the BOA expires. The preliminary notice does not commit the Service Authority to an extension.
 - 2. The terms for rate(s) adjustments for the optional periods shall be as specified in the BOA.

5.22 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 F)

- D. All material submitted becomes the property of the Service Authority and may be returned only at the Service Authority's option.

5.23 Competency of Offeror

- A. As part of its evaluation process, the Service Authority 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 bonding where applicable. The Service Authority reserves the right to REJECT Your Proposal Package if You fail to satisfy the Service Authority that You are properly qualified to carry out the obligations under this RFP.
- B. The Service Authority 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 the Service Authority upon any debt or contract, or that has defaulted as surety or otherwise upon any obligation to the Service Authority. 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.

5.24 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 one(1) original, marked “ORIGINAL,” and one(1) USB Thumb Drive of their Proposal Package for review and evaluation by the Service Authority. The Service Authority will consider Your failure to follow these instructions during the evaluation process.

6.2 Economy of Presentation

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. The Service Authority does not desire fancy bindings, colored displays, or promotional material unless it specifically enhances the Service Authority’s understanding of Your offer. Your emphasis should be on completeness and clarity of content.

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. The Service Authority will consider Your failure to follow these instructions during the evaluation process.
- B. The Service Authority 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 the Service Authority 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.

- G. You should submit legible tables, charts, graphs, figures, and pictures wherever practical to depict Your 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.

H. **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 2315 – General Management Services” and the Offeror's name. You should place the same identifying information on the spine of each binder.

I. Proposal Package:

1. You shall provide one (1) original 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 one (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 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 clearly print: “RFP SA 2315-General Management Services” and the Offeror’s name directly on the top surface of each USB Thumb Drive with an indelible marker.
 - f) 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 (1) page). To be submitted on letterhead expressing why You are interested in this project.
- C. **Understanding of Services to be Provided** (not more than two (2) pages). Succinctly describe in Your own terms, what You think this solicitation is about. Succinctly describe Your understanding of the Service Authority’s challenge. Succinctly describe in Your own terms, what You think are the Service Authority’s anticipated outcomes.
- D. **Service Delivery Plan** (no more than two (2) pages). 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 two (2) 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**. Documentation showing any licenses and/or permits required and applicable to this requirement.

Tab 2 – Evaluation Criteria

- A. **Staffing Plan and Experience of Key Personnel (no more than 7 pages):**
 - 1. Provide a staffing plan and list the full names and functional titles of all Key Personnel that will be part of the project. (Key Personnel - Any person or persons whose individual action or inaction can impact the timely accomplishment of the performance objective(s).) Describe the role each will perform in successfully accomplishing this project. (Reference Tab 1.E and Form D, SWaM Subcontracting Plan)
 - 2. **Program / Project Manager**. List the full name, business address, office telephone, cell phone, and e-mail address of the individual that will act as the program / project manager for the project. Provide the following information of each individual:
 - a) Years of experience within the area of specialty;
 - b) Length of and type of service with firm; and,
 - c) Education and formal training, including copies of any pertinent and required licenses / certifications.
- B. **Qualifications and Experience of the Firm in the Public Utilities Sector (no more than 8 pages):** Include example projects which best illustrate the team's qualifications for this requirement.
 - 1. **Example Projects**: Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this solicitation. Submit the following minimum information for each project. Present at least five (5) projects.
 - a) Title and location of project.
 - b) Year Completed. Enter the year completed of the professional services. If any of the services are not complete, leave blank and indicate the status in Brief Description of Project and Relevance to this Project below.
 - c) Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

- d) Point of Contact: Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance. List telephone number and e-mail.
 - e) Brief Description of Project and Relevance to this Project. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this project.
 - f) List which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles.
2. **Outside Professionals.** List the name, full mailing address, telephone numbers, e-mail, web address, and contractual relationship with the Offeror of all outside professionals (not directly employed by the proposing firm), Consultants, or Subconsultants that will be part of the project. Describe the role each will perform in successfully accomplishing this project. (Reference Tab 1.E and Form D, SWaM Subcontracting Plan)
 3. Include a proposed Project Organization Chart for all personnel, Subconsultants, and outside personnel to be used on this project.
 4. Provide a brief summary to emphasize Your task control and project management experience and practices for client management and responsiveness.
 5. The Service Authority reserves the right to conduct or have conducted background checks (professional, criminal, financial) on any person or organization proposed for this project).
 6. **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.**
- C. **Availability of the Firm (no more than 3 pages):** Provide the firms current and anticipated workload and available resources during the course of this requirement.
- D. **Proposed Price:** The Offeror shall submit a cost proposal fully supported by data which adequately establishes the reasonableness of the proposed price by submitting the completed Pricing For Labor Costs and Compensation in Attachment B.

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 C – 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. The Service Authority cannot be used as a reference, however all past performance with the Service Authority 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 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 Subconsultant proposed. 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 the Service Authority 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 the Service Authority. You should attach a copy of Your latest audited financial statement. The Service Authority 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, the Service Authority will accept a third party prepared financial statement.

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 the Service Authority.)*
- B. The Consultant shall maintain insurance in the amounts and forms set forth below and shall provide a Certificate of Insurance to the Service Authority.
- 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 the Service Authority, to protect the Consultant, its Subconsultants, and the interest of the Service Authority, 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.

- F. 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.
- G. 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.
- H. 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.
- I. The Consultant will secure and maintain all insurance policies of its Subconsultants which shall be made available to the Service Authority on demand.
- J. The Consultant will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) Days of demand by the Service Authority. These certified copies will be sent to the Service Authority from the Consultant's insurance agent or representative.
- K. 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.
- L. 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, the Service Authority shall have the absolute right to terminate the Contract without any further obligation to the Consultant, and the Consultant shall be liable to the Service Authority for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- M. 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.
- N. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the Service Authority from supervising and/or inspecting 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.
- O. Nothing contained herein shall be construed as creating any contractual relationship between any Subconsultant and the Service Authority. The Consultant shall be as fully responsible to the Service Authority 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.

- P. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- Q. The Consultant and all s shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- R. If the Consultant does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Procurement Manager, may be considered.
- S. The Service Authority shall be named additional insured in the general liability policies and stated so on the certificate of insurance.
- T. Coverages and Limits – For specific Coverages and Limits required for this project, see **Attachment C 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 (SCC) Form

Form G – Proprietary Information

Form A – Offeror Reference Form

(The Service Authority 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. The Service Authority 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 the Service Authority all such information and data for this purpose as the Service Authority 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)

The Service Authority reserves the right to reject offers from any firm not meeting the minimum qualifications. If any proposed 's experience is not deemed acceptable to the Service Authority, the Service Authority 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 _____ 201__

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**

Form D - SWaM Subcontracting Plan

In reference to Section 1 and Attachment E 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 Subconsultants.**
☐ **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 Subconsultants.**

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 subconsultants' 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 subconsultants box is checked," populate the requested information below, per subconsultant 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)	PWCSA Use
Sect. 5.2	Delivery of Proposal Package				
Sect. 6.3 E	Glossary of Definitions, Abbreviations and Acronyms				
Sect. 6.3 H	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	Staffing Plan and Experience of Key Personnel				
Sect. 6.4 Tab 2 Sec B	Qualifications and Experience of the Firm				
Sect. 6.4 Tab 2 Sec C	Availability of the Firm				
Sect. 6.4 Tab 2 Sec D	Proposed Price				
Sect. 6.4 Tab 3 & Attachment C	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	Proposal Package Checklist				
Form E	State Corporation Commission Form (SCC)				
Form F	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 the Prince William County Service Authority, 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 the Prince William County Service Authority.

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 County Service Authority 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

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- D. This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "Reference the Virginia Public Procurement Act, Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- E. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- F. This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b) (4); 12 C. F. R 309.5(c)(4).

RETURN THIS PAGE, IF APPLICABLE

ATTACHMENT A SCOPE OF WORK

It is the intent of the Service Authority to establish a Basic Ordering Agreement (BOA) through competitive negotiations for broad, comprehensive, full-service management services ("General Management Services") to cover every aspect of the Service Authority's management and operations management support, to include but not limited to, studies, management, and other assigned services. The Service Authority shall order such services via a Task Order process outlined in this Scope of Work.

The Service Authority may, but is not required to, enter into an agreement for any of the Work, or portion thereof. The Service Authority reserves the right, at its sole discretion, to use the services of another consultant to complete any of the Work included in this RFP.

The Consultant shall perform the following as-needed services as requested by the Service Authority, to include but not limited to:

1. General Management

- 1.1 Prepare and deliver reports or presentations to the Service Authority Board of Directors, General Manager, divisions/departments, and other outside entities.
- 1.2 Assist in reviewing/negotiating large User Agreements.
- 1.3 Prepare "process and operational" budgets, life cycle cost, and other cost and management analysis.
- 1.4 Conduct research and prepare reports, recommendations, and decision papers on Service Authority related issues.
- 1.5 Assist the Service Authority with management and budget analyses, reports and establishment and tracking of performance measures.
- 1.6 Meet with federal, state and local agencies or others on behalf of the Service Authority concerning business issues.
- 1.7 Prepare studies and evaluations of current, future and/or potential Service Authority operations and business processes.
- 1.8 Prepare draft, financial and management documents for the Service Authority, including, but not limited to, scopes of work, letters, reports, studies, and analyses.
- 1.9 Conduct professional oversight, review, analyses and studies in order to provide reports, options and recommendations to the Service Authority on its contracts,

financial practices, labor, vendor work and other activities (e.g. efficiency studies, least cost studies, management studies, etc.).

- 1.10 Prepare reports and responses to requests for information and coordinate with other jurisdictions including local, state, and federal agencies.
- 1.11 Prepare reviews, analyses, and reports regarding documents as the Service Authority's authorized representative.
- 1.12 Conduct and/or coordinate operations, maintenance, equipment, management, safety, and other training.
- 1.13 Review, analyze and recommend changes to improve Service Authority operations, processes, policies, and procedures.
- 1.14 Review and analyze work performed by Contractors and Consultants for sufficiency, adequacy, and compliance.
- 1.15 Provide specialized technical administrative assistance such as document copying and production, and file maintenance.
- 1.16 Assist in the preparation, evaluation and refinement of Service Authority standard specifications and Standard Operating Procedures (SOPs).

2. Performance Excellence Program Services

- 2.1 Assist the Service Authority in implementing the Baldrige Excellence Framework in the six Criteria for performance excellence: Leadership; Strategy; Customers; Measurement, Analysis and Knowledge Management; Workforce; and Operations.
- 2.2 Assist in identifying and documenting customer, stakeholder and workforce requirements.
- 2.3 Assist in identifying and documenting key factors for organizational success.
- 2.4 Assist in business process documentation, analysis and improvement based on the four evaluation dimensions: Approach, Deployment, Learning and Integration (ADLI).
- 2.5 Perform organizational assessment against the evaluation criteria.

- 2.6 Assist the staff in documenting, deploying, improving, integrating, measuring and benchmarking key business processes.
- 2.7 Assist in selecting, presenting and assessing organizational results based on the following dimensions: Level, Trend, Comparison and Integration (LeTCI).
- 2.8 Assist in application preparation for the Malcolm Baldrige National Quality Award or state program, if requested.
- 2.9 Assist in preparation for an examiner site visit, if requested.
- 2.10 Provide Performance Excellence Program training.

3. Financial Management Services

- 3.1 Review, analyze and prepare financial and management data.
- 3.2 Review, analyze, and prepare rate and fee studies, cost of capacity studies, analysis of general and administrative costs, and other financial analyses, including cost of acquiring other systems.
- 3.3 Prepare cost estimates, review cost estimates by others and prepare cost and budget forecasting, including budgetary estimates for projects or other management initiatives.
- 3.4 Prepare grant applications.
- 3.5 Assist in preparation of and review appropriate portions of the Service Authority budget.

4. Human Resource and Organizational Development Support Services:

- 4.1 Provide general human resources support and services to include: advertising, recruiting, staffing; compensation and benefits review/study/analysis; performance management review, modification, recommendations; Human Resource Information System (HRIS) assessment, project planning, implementation; policy development, review, training, coaching, and facilitation.
- 4.2 Provide comprehensive human resources services in the below areas to include the following:
 - i) Compensation/Benefits Study and Review
 - Review current and historical overall compensation and

classification programs/philosophies and complete total compensation study update based on current market and organizational philosophy.

ii) Job Descriptions

- Review existing job descriptions, revise, and consolidate. Develop new job descriptions. Provide revised/new level/grade and salary recommendations.

iii) Recruiting, Selection and Orientation Design and Delivery

- Design and conduct advertising, recruiting, and selection programs. Provide support to HROD and managers in implementing such programs.
- Staff augmentation services including direct placement, temporary staffing, temporary to hire placement, and third-party recruitment.

iv) HRIS (software system review/assessment, implementation of new)

- Assist in assessing HRIS needs; provide project management support such as assisting with review of software respondents.
- Assist with organizational wide project plan for implementation.

v) HROD Policies, Procedures and Process Maps

- Develop new and review existing human resources infrastructure; provide written recommendations, strategies for development of revised and/or new processes, programs, practices, and policies on Human Resources matters. Develop SOPs, process maps, write policies, etc.

vi) Performance Management Practices

- Develop performance appraisal process and train Managers on goal setting, leadership, and communication as they relate to values and culture.

vii) Managers Training

- Assess and determine appropriate training and provide administrative and professional support to deliver training.
- Recommend, facilitate and/or provide training classes. Assess

Return on Investment (ROI) of training provided to employees.

viii) Coaching and Facilitation

- Provide coaching (executive and below) services to select employees.
- Facilitate group meetings, division, and department meetings.

ix) Ongoing Human Resources Support

- Human Resources support for implementation of policies, procedures, and programs.

5. Procurement/Warehouse and Contract Services

- 5.1 Review and provide recommendations for proposed purchases, including preparation of requirements and specifications.
- 5.2 Prepare draft contract documents, including but not limited to: Requests for Qualifications, Request for Proposals, Invitations for Bid, Scopes of Work, Specifications, and Schematics for selected vendor work.
- 5.3 Support the advertisement, receipt, evaluation, negotiations, and award of public contracts
- 5.4 Develop portfolio program and project management frameworks, standards, work processes, tools, and documentation.
- 5.5 Perform supply management, logistics, and operations studies and recommendations.
- 5.6 Assist with logistics implementation studies, prep work, and conversions.
- 5.7 Assist with the preparation of contract documents.
- 5.8 Provide contract management services and assistance.
- 5.9 Analyze and review invoices from service providers.

6. Information Management and Technology Services

- 6.1 Provide IT support services and/or assist with the operation, update and

maintenance of Service Authority's GIS, asset registry, and other associated integration framework packages. Assist in asset management protocols and system administration.

- 6.2 Provide business data stewardship in the creation and management of structured and unstructured GIS asset-register data.
- 6.3 Provide surveying and/or mapping services.
- 6.4 Provide telemetry and SCADA analysis/studies.

7. Communications and Public Relations Services

- 7.1 Design and/or draft content for print, media and/or internet communications.
- 7.2 Assist in the development and implementation of public relations and/or informational campaigns to external and internal stakeholders.
- 7.3 Provide web development and maintenance assistance for both back-end functionality and front-end design.

8. Other Activities

- 8.1 Perform other such Work as deemed qualified, and as authorized by the Service Authority.
- 8.2 Provide any and all emergency services required during time of emergency.
- 8.3 Review developer plans.
- 8.4 Provide staff augmentation.

9. Basic Services

- 9.1 Conduct regular meetings with Service Authority staff as requested or scheduled.
- 9.2 Update the Service Authority on a regular, recurring, and timely basis, on all changes and/or proposed changes to local, state and/or federal regulations regarding operations of water, wastewater, drainage, and solid waste facilities.
- 9.3 Document maintenance, document tracking, document reproduction and document filing.
- 9.4 Attend Service Authority Board of Directors meetings upon request.

- 9.5 Provide management, administrative, logistical, technical, and coordinate other services to ensure timely completion, accuracy, and quality control of all work and services. Manage, administer, coordinate, and integrate all work by Consultant's staff, Contractors and sub-consultants, and all field activities.
- 9.6 Develop, prepare, and comply with standards and requirements for the development of reports, memoranda, drawings, specifications and other documents in support of the Work. Implement and maintain a tracking system for work products, drawings, specifications, and all other documents.

ATTACHMENT B PRICING FOR LABOR COSTS AND COMPENSATION

The Offeror shall submit a pricing proposal in a similar pricing format which matches each labor category below or is its equivalent. The Offeror may insert additional labor categories if needed.

Labor Category/Title	Minimum	Maximum	Multiplier	Minimum	Maximum
	Base Rate (Raw)	Base Rate (Raw)		Fully Burdened Hourly Rate	Fully Burdened Hourly Rate
Principal Consultant					
Project Manager					
Senior Consultant					
Consultant					
Analyst					
Project Controls					
Admin Support					

LABOR CATEGORY DEFINITIONS

- **Principal Consultant:**

Responsible for overseeing the contract to ensure that it is in alignment with the contract terms and conditions.

- **Project Manager**

Responsible for planning, organizing, and directing the completion of a project while ensuring the project is on time, on budget, and within scope.

- **Senior Consultant**

Responsible to lead the project as a subject matter expert in accordance with scope, pricing, contract terms and conditions.

- **Consultant**

Responsible for completing the project in accordance with scope, pricing, contract terms and conditions.

- **Analyst**

Responsible to identify areas that can be improved to increase efficiency and strengthen business processes.

- **Project Controls**

Responsible for managing the project budget, schedule, and scope.

- **Admin Support**

Responsible for assisting the project team with administrative functions.

ATTACHMENT 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 Bodily Injury and Property Damage Each Occurrence
	Contractual Liability	
	Personal Injury	
3.	Automobile Liability	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Owned, Hired & Non-Owned	
	Personal Injury	
4.	Service Authority named as additional insured on General Liability Policies (This coverage is primary to all other coverage the Service Authority may possess.)	
5.	30 Day cancellation notice required.	
6.	Best's Guide Rating	A-VII or Better, or Equiv.
7.	The Certificate must state Contract No. RFP SA 2315	

ATTACHMENT D PRINCE WILLIAM COUNTY SERVICE AUTHORITY SMALL, WOMEN OR MINORITY-OWNED AND SERVICE-DISABLED VETERAN- OWNED BUSINESS GOAL

It is an important business objective of the Service Authority 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 the Service Authority in maximizing participation in contracting or sub-contracting opportunities of SWaM firms (whether as a prime contractor or a subcontractor) is dependent upon Service Authority 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. The Service Authority 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 the Service Authority 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 the Authority's website www.pwcsa.org.

ATTACHMENT E CONTRACT AGREEMENT

PRINCE WILLIAM COUNTY SERVICE AUTHORITY

Contracts Department

4 County Complex Court, Woodbridge, Virginia 22192

T: (703) 396-6444 F: (703) 335-7954



BNP CA

CONTRACT/AGREEMENT

AGREEMENT NUMBER: SA-2315

SUBJECT: General Management Services

BY AND BETWEEN:

Service Authority:

PRINCE WILLIAM COUNTY SERVICE AUTHORITY

4 COUNTY COMPLEX COURT

WOODBIDGE, VIRGINIA 22192

T: (703) 396-6444 / F: (703) 335-7954

And the Consultant:

Contractor Name

[Address]

[Address]

Telephone: [Telephone]

Fax: [Fax]

Email: [Email]

Contact Person: [Contact Person]

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General Management Services

AGREEMENT 2315

Between

THE PRINCE WILLIAM COUNTY SERVICE AUTHORITY

And

CONTRACTOR NAME

For

THIS General Management Services Agreement (hereinafter referred to as “General Management Services Agreement or “Agreement”) is made between the Prince William County Service Authority, (hereinafter referred to as “Service Authority” or “Owner”), AND

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

WHEREAS, the Service Authority solicited proposals from qualified consultants on **[Insert Date of RFP Release]**, pursuant to Service Authority RFP 2315. 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 the Service Authority has relied upon, the Service Authority selected the Consultant to provide said continuing General Management Services for the Service Authority;

WHEREAS, the Consultant is willing and able to perform such consulting services for the Service Authority within the basic terms and conditions set forth in this Agreement; and

WHEREAS, the purpose of this Agreement is not to authorize a specific project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental Project Agreements for specific projects or services when required;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Service Authority 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 a Contract Administrator:** The Service Authority 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 the Service Authority 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 Service Authority and include the Project Agreement, Addenda (which pertain to the Contract Documents), the Notice to Proceed, this Agreement, together with all Written Amendments, Change Orders, Work Change Directives, and Contract Administrator's written interpretations and clarifications issued on or after the Effective Date of this Agreement.
- 1.6 **Contractor:** An individual or business, other than the Consultant or its subcontractors and Subconsultants, having a contract with the Service Authority to furnish goods, services or construction for an agreed upon price.
- 1.7 **Contracting Officer (CO) also referred to as the Contracting Manager:** The Service Authority 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 Service Authority Project Manager:** the representative of the ACO responsible for the inspection and approval or disapproval of all deliverables and payment of invoices under Authority 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 the Service Authority, 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 the Service Authority, 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 recommendation of final payment (unless responsibility for the protection thereof has been assumed by the Service Authority).
- 1.13 **Dollar “\$”:** United States of America dollars.
- 1.14 **Drawings:** That part of the Contract Documents prepared or approved by the Consultant which graphically shows the scope, extent, and character of the Work to be performed by the Consultant. Shop Drawings and other Consultant submittals are not Drawings as so defined.
- 1.15 **Effective Date of the Contract/Agreement:** The date this Contract/Agreement becomes effective as documented by the Service Authority on the signature page of the Contract/Agreement.
- 1.16 **Final Payment:** Payment made by the Service Authority for completed services and representing the balance of the Service Authority’s financial obligation for a specified project.
- 1.17 **Hourly Rate: (NOT USED)**
- 1.18 **Intellectual Property Rights: (NOT USED)**
- 1.19 **Key Personnel:** Designated responsible person or persons whose individual action or inaction can impact the timely accomplishment of the performance objective(s).
- 1.20 **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 this Agreement.
- 1.21 **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.

- 1.22 **Maximum Amount Not-To-Exceed Compensation:** A method of payment to the Consultant to reimburse for costs up to a Maximum Not-To-Exceed amount. It is understood that the method of compensation is that of “maximum amount not-to-exceed” which means that Consultant shall perform all work stated in the Agreement for Total Compensation in the amount of or less than that stated in this Agreement.
- 1.23 **Maximum Base Rate:** The maximum, not-to-exceed base hourly rate for each category set forth in EXHIBIT B, Compensation and Labor Costs.
- 1.24 **Maximum Fully Burdened Rate:** The maximum not-to-exceed burdened rate set forth for each category listed in EXHIBIT B, Compensation and Labor Costs.
- 1.25 **Non-Reimbursable:** Costs or expenses for items and/or services that will not be directly invoiced to the Service Authority by the Consultant.
- 1.26 **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.
- 1.27 **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 3 to EXHIBIT B, Non Reimbursable costs, which incorporated into this Project 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.
- 1.28 **Multiplier:** A factor applied to the Consultant’s raw direct labor rate and further specified in EXHIBIT B, Compensation and Labor Costs.
- 1.29 **Project Agreement/Task Order:** A written agreement between the Service Authority and the Consultant meeting the requirements set forth in this Agreement to perform work as described in EXHIBIT A, Scope of Work herein, or as approved by the Board of Directors.
- 1.30 **Project Team:** The Consultant’s team, whose members are identified by name or position in Table 2: Project Team of Exhibit B Compensation and Labor Costs, selected to perform Work under this Agreement.
- 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, Base Hourly Rates, Fully Burdened Hourly Rates, Other Direct Costs, Non-Reimbursables, 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 the Service Authority'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:** A written directive to Consultant, issued on or after the Notice to Proceed of Project Agreement/Task Order, signed by the Service Authority, ordering an addition, deletion or revision in the Work.
- 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 the Service Authority with the exception of pre-existing Consultant Intellectual Property Rights as defined herein.
- 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 **General Management Services**, to the Service Authority as specified in each Project Agreement, and as further described in EXHIBIT A, Scope of Work.
- 2.2 The Consultant hereby represents to the Service Authority, with full knowledge that the Service Authority 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 The Service Authority 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 The Service Authority may, at its sole discretion, solicit Proposals from other entities for services for any Project or other work outlined in EXHIBIT A, Scope of Work, of this Agreement.
- 2.5 The Service Authority may but is not required to enter into a Project Agreement for the Work provided under this Agreement.
- 2.6 Contract Documents: The Service Authority shall use Uniform Contract Documents (Contract Agreements, Project Agreements/Task Orders Agreements, Exhibits, RFPs/IFBs, etc.) as binding Contract Documents, which are under ownership of the Service Authority. No changes to the Service Authority Uniform Contract Documents are permitted without the express written consent of the Service Authority. Any changes made without the Service Authority consent is strictly prohibited and considered null and void.

SECTION 3 PROJECT AGREEMENT PROCESS/AUTHORIZATION OF SERVICES

- 3.1 The General Manager or his designee is authorized to approve all Project Agreements, Task Orders or Change Orders in accordance with the Service Authority Procurement and Contract Regulations.
- 3.2 The Service Authority shall initiate Project Agreements by providing the Consultant with a “Scope of Services Request”. The Consultant shall provide a proposal for **General Management Services**, which shall conform to the requirements of Section 3.3 below.
- 3.3 The Service Authority and the Consultant shall use a standard form of Project Agreement, a copy of which is attached to and incorporated into this Agreement as EXHIBIT G, Sample Project Agreement. At minimum, each Project Agreement or Task Order shall include the following negotiated terms:
- i) The Scope of Services;
 - ii) The deliverables;
 - iii) The time and schedule of performance and term;
 - iv) The method and amount of compensation;
 - v) The personnel assigned to the Specific Project;
 - vi) Any modifications to the Project Agreement form, if mutually agreed upon by the parties; and,
 - vii) The name of the Consultant Project Manager.
- 3.4 The 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 the Service Authority as specified in the Project Agreement.

SECTION 4 SPECIAL TERMS AND CONDITIONS

4.1 Compensation Billing and Payment

- 4.1.1 The Service Authority 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 each respective Project Agreement or Task Order is a limitation upon, and describes the maximum extent of, Service Authority's obligation to reimburse Consultant for direct, 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 Service Authority requests Consultant to incur expenses not contemplated, Consultant shall notify the Service Authority in writing and obtain Service Authority approval in writing prior to incurring such expenses.
- 4.1.4 Invoices (or Applications for Payment) must contain sufficient information for the Service Authority 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 Renewal and Rate Adjustments

- 4.2.1 Term of Agreement: This Agreement shall commence on the Effective Date (date as documented by the signature page of this instrument) and shall expire after one (1) year, unless and until terminated pursuant to the terms and conditions herein.
- 4.2.2 The Service Authority reserves the right to renew this Agreement for four (4) additional one (1) year periods under the same terms and conditions, contingent upon successful performance of the Consultant and subject to mutual agreement.
- 4.2.3 The Service Authority shall notify the Consultant in writing, one hundred twenty (120) Days prior to the expiration of this Agreement, or any extension thereof, of the Service Authority's intention. If the Service Authority 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 the Service Authority's original notice.
- 4.2.4 Rate Adjustments Negotiated Based on Changes in Consultant's costs: Rate adjustments may be permitted annually, at the time of contract renewal, through negotiation. Any rate increases must be based on demonstrated industry wide or regional increases in the Consultant's costs. Publications such as the Federal Bureau of Labor Statistics and the Washington-Baltimore

Consumer Price Index (CPI-U) for Urban Consumers for the immediately preceding reporting period or as otherwise negotiated may be used to determine the increased value.

- 4.2.5 Rate adjustments, as approved by the Service Authority, shall become effective on the anniversary (annual renewal) date of each contract year as agreed upon by both parties via a fully executed Contract Modification. The Consultant shall bill on new approved rates from the effective date onwards. Retroactive rate adjustments are not allowed under this Agreement. The adjusted rates shall not be used to 1) adjust previously authorized Project Agreements/Task Orders; 2) increase the value of a Project Agreement/Task Order; or 3) used as a justification for a change order.
- 4.2.6 The Consultant shall, upon expending 75% of the Task Order/Contract Period of Performance, submit a letter to the Contracting Officer Representative stating whether the current schedule in effect will be met in completing the Project. If not, the Consultant shall explain the need and justification for a time extension in order to complete the project. Schedule Related Change Orders must be submitted twenty-one (21) Days prior to the Task Order/Contract expiration/completion date.
- 4.2.7 The Service Authority reserves the right to unilaterally extend an existing contract to allow for continuation of work through completion, even if a new contract has not been placed into effect.

4.3 Availability of Service Authority's Personnel

Upon a reasonable request, the Service Authority 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 The Service Authority 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, the Service Authority 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:
 - i) Immediately discontinue performing any services on the date and to the extent specified in the stop-work order;

- ii) 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;
- iii) Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the Service Authority, of all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended; and
- iv) 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, the Service Authority 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:

- i) All reasonable costs associated with the mobilization and demobilization of the Consultant's workforce and equipment; and
- ii) 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, the Service Authority 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 this Agreement and/or applicable Project Agreement(s) for the Service Authority's delay in payment, other than payments in dispute, beyond sixty (60) Days.

4.4.6 The Service Authority shall notify the Consultant in writing when the stop work has been lifted. The Service Authority shall provide in writing an effective date to resume work.

4.5 Access (Equipment)

The Service Authority agrees to permit the Consultant's authorized personnel access to the Service Authority's [specify] equipment at such times and for such purposes as reasonably necessary to permit the Consultant to perform its obligations under the Contract.

4.6 Access (Facilities)

The Service Authority agrees to permit the Consultant's authorized personnel access to the Service Authority's [specify] facility / 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

- 4.7.1 In accordance to the Work, Consultant shall maintain for the Service Authority a record of deviations in the Work as shown or indicated in the Drawings and Specifications, Contract Documents, as actually installed. Information on said deviations will be based on information compiled and furnished to Consultant by others, including the contractor or project representative, together with deviations of which Consultant is aware, based on the scope of General Management Services for which Consultant is retained for the Work, from the originally-issued bidding documents.
- 4.7.2 Information provided by the Service Authority is for informational purposes only. The Consultant shall be responsible to validate key information as specified in each Project Agreement (see 5.39.7 under Consultant's Responsibilities).
- 4.7.3 Before Service Authority issues final payment to Consultant, the Consultant shall revise the Drawings and Specifications to indicate such deviations, and furnish to Service Authority the resulting "record documents".
- 4.7.4 The Consultant shall deliver the required record documents in the format as specified in each subsequent Project Agreement. Record documents shall bear Consultant's standard record documents stamp.

4.8 Surveys (NOT USED)

4.9 Consultant Personnel (NOT USED)

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 the Service Authority 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, defend, settle on behalf of, and hold harmless Service Authority 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 the Service Authority, by reason of, resulting from, or arising in connection with any breach of this Section.
- 4.11.2 The Service Authority shall promptly notify the Consultant of any claim regarding indemnification and give information and assistance reasonably requested by the Consultant and the Consultant is given sole authority to defend or settle such claim. If a court or a settlement enjoins the use of such products and/or services, the Consultant shall, at its own expense and at the Service Authority's option, obtain for the Service Authority 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 the Service Authority with respect to any infringement of patent, copyright, trademark, or other intellectual property rights, resulting from the Consultant's compliance with the Service Authority's proprietary design, specification, or instructions, from the Service Authority's modification of such product without disclosure to the Consultant's or the Service Authority'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

The Contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the Contract at the same prices and/or discounts and terms and conditions of the Contract. The Contractor shall deal directly with public bodies utilizing the Contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Service Authority acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the Contract. Other public bodies desiring to use the Contract shall make their own legal determination as to whether the use of the Contract is inconsistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the Contract's terms and conditions.

Prince William County Service Authority shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

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 the Service Authority. The Consultant will have no authority to contract for or bind the Service Authority in any manner and shall not represent itself as an agent of the Service Authority or as otherwise authorized to act for or on behalf of the Service Authority.
- 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 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 the Service Authority 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, the Service Authority shall have the right to terminate this Agreement or any Project 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 The Service Authority may require, in writing, that the Consultant removes from the work site any employee the Service Authority 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 County Service Authority 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 Contracting Officer. All assignments of rights are prohibited whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section:

- i) a “change of control” is deemed an assignment of rights; and
- ii) “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 and Choice of Forum

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 Service Authority shall stipulate in each Project Agreement/Task Order, all permitting requirements for the approval of authorities having jurisdiction over the Service Authority’s project(s). The Consultant shall adhere to the permitting requirements outlined in the Project Agreement/Task Order.

5.4.2 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.

5.4.3 The Service Authority reserves the right to require documentation that Consultant is abiding by the ordinances, regulations, and laws applicable to the Contractor or Consultant and its services.

5.4.4 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, the Service Authority reserves the right to require documentation of the current license and/or certification at any time during the contract period.

5.4.5 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 the Service Authority may take any appropriate actions.

- 5.4.6 The Service Authority 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 The Service Authority 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 the Service Authority, 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 and any Project Agreement.
- 5.7.2 The Consultant acknowledges that specific consideration has been paid or will be paid under this and each Project 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, the Service Authority cannot hold harmless or indemnify any Consultant for any liability whatsoever.

5.9 Non-discrimination of Consultants

The Service Authority 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 or because the Consultant employs ex-offenders, unless the Service Authority has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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 County Service Authority 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:
- i) 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.

- ii) 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.
- iii) 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:

- i) If the Service Authority does not allocate funds for any succeeding fiscal year subsequent to the one in which a Contract is entered into, then the Service Authority may terminate, in whole or in part, the Contract upon thirty (30) Days prior written notice to the Consultant.
- ii) 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 Service Authority General Manager or designee, mailed or delivered to the Consultant, and specifically setting forth the effective date and conditions of the termination.
- iii) Upon receipt of such Notice of Termination, the Consultant shall:
 - a) 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
 - b) 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
 - c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which the Service Authority elects to take assignment of; and
 - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contracting Officer; and
 - e) 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.
- iv) 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.

- v) In the event of termination, in whole or in part, under this Section 5.13.1, the Service Authority 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.
- vi) In the event that the Consultant is not satisfied with any payments which the Service Authority 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.
- vii) The Consultant shall include similar provisions in any subcontract.

5.13.2 Termination by Mutual Consent:

- i) During performance of the Contract, if the Service Authority 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.
- ii) Such termination for mutual consent, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Service Authority 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.
- iii) Upon receipt of such Notice of Termination, the Consultant shall:
 - a) 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
 - b) 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
 - c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which the Service Authority elects to take assignment of; and

- d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contracting Officer; and
 - e) 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.
- iv) 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.
- v) In the event of termination, in whole or in part, under this Section 5.13.2, the Service Authority 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.
- vi) In the event that the Consultant is not satisfied with any payments which the Service Authority 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.
- vii) The Consultant shall include similar provisions in any subcontract.

5.13.3 Termination for Convenience of the Service Authority:

- i) The Consultant and the Service Authority agree that the Service Authority has the sole right to terminate the Contract, or any Work or delivery required thereunder, for the convenience of the Service Authority, from time to time either in whole or in part, whenever the General Manager of the Service Authority or his designee shall determine that such termination is in the best interests of the Service Authority.
- ii) Such termination for convenience, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Service Authority General Manager or designee, mailed or delivered to the Consultant, and specifically setting forth the effective date and conditions of the termination.

- iii) Upon receipt of such Notice of Termination, the Consultant shall:
 - a. 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
 - b. 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
 - c. Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which the Service Authority elects to take assignment of; and
 - d. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contracting Officer; and
 - e. 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.
- iv) 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.
- v) In the event of termination, in whole or in part, under this Section 5.13.3, the Service Authority 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.

- vi) In the event that the Consultant is not satisfied with any payments which the Service Authority 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.
- vii) 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 the Service Authority 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:

- i) 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 the Service Authority 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.
- ii) In addition, any of the following shall constitute a default for which the Service Authority 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:
 - a. 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.
 - b. The Consultant is dissolved, becomes insolvent, generally fails to pay or admits in writing its inability generally to pay its debts as they become due.
 - c. 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 Borrower as a going business concern.

- d. 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).
 - e. The reorganization, merger, consolidation, liquidation, suspension of business operations or dissolution of the Consultant (or the making of any agreement therefor).
 - iii) In the event of a default by the Consultant, the Service Authority 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.
 - iv) Upon the effective date of the termination, the Consultant shall:
 - a) 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
 - b) 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
 - c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which the Service Authority elects to take assignment of; and
 - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contracting Officer; and
 - e) 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.

- v) 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.
- vi) In the event of termination, in whole or in part, under this Section 5.13.4, the Service Authority 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 the Service Authority 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.
- vii) In the event that the Consultant is not satisfied with any payments which the Service Authority 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.
- viii) The Consultant shall include similar provisions in any subcontract.
- ix) In the event that the Consultant is terminated, in whole or in part, by the Service Authority 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.
- x) In the event that the Consultant has provided a performance bond in connection with this Contract, the Service Authority 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 the Service Authority's Default:

- i) If the Consultant at any time determines the Service Authority to be in material breach of this Agreement, the Consultant shall provide the Service Authority with seven (7) calendar Days written notice of the event of default. The Service Authority 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.
- ii) Upon the effectiveness of such termination, the Consultant shall:
 - a) 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
 - b) 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
 - c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice or which the Service Authority elects to take assignment of; and
 - d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contracting Officer; and
 - e) Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.
- iii) 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.
- iv) In the event of termination under this Section 5.13.5, the Service Authority 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.

- v) In the event that the Consultant is not satisfied with any payments which the Service Authority 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.
- vi) 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 the Service Authority whatsoever of loss or damage sustained by a Subconsultant (s) as a consequence of termination by the Consultant for the Service Authority's default.
- vii) 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 the Service Authority's default.

5.14 Material Breach

If the Consultant at any time determines the Service Authority to be in material breach of this Agreement, the Consultant shall follow provisions outlined in Section 5.13.5.i.

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 Project Agreement 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 the Service Authority in regards 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, the Service Authority 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 the Service Authority for work performed by a Subconsultant under the Consultant:
- i) Pay a Subconsultant for the proportionate share of the total payment received from the Service Authority attributable to the work performed by that Subconsultant under the Consultant; or
 - ii) Notify the Service Authority 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 the Service Authority for work performed by a Subconsultant under this Contract, except for amounts withheld under subsection 5.17.1 (ii) 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 the Service Authority. 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 the Service Authority 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 the Service Authority for use by the Consultant.

5.18 Acceptance of Deliverables

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

5.19 Payment Terms

- 5.19.1 The Service Authority will remit full payment on all undisputed invoices in accordance with the terms of this Contract.
- 5.19.2 The Service Authority 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, or the requirements of the Basic Ordering Agreement (BOA) or Task Order, 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 the Service Authority.

5.21 Modifications or Changes to the Contract

5.21.1 All modifications and changes to this Agreement shall be in writing.

5.21.2 The Service Authority'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".

5.21.3 Change Orders shall be limited to reasonable alterations in the work to be performed, compensation or the time of performance.

5.21.4 The Consultant shall not perform any work described in any Change Order unless it has received a signed Change Order and Purchase Order from the Service Authority.

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

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

5.22.1 The Service Authority shall have the power to make changes to this Contract as the result of changes in laws or Ordinances of the Federal, 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.

- i) The Service Authority 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.
- ii) In the event any future change in Federal, Commonwealth of Virginia or Prince William County law or the Ordinances that materially alters the obligations of the Consultant, or the benefits to the Service Authority, then the Contract shall be amended consistent therewith.
- iii) Should those amendments materially alter the obligations of the Consultant, then the Consultant or the Service Authority 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. The Service Authority 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, the Service Authority 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) calendar Days to present or file any claims against the Service Authority concerning the Contract. After that period, the Service Authority shall consider that the Consultant has waived any right to claims against the Service Authority 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 Service Authority 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 Service Authority'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 Service Authority 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.

A. Claims Resolution Procedures

- i) 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.
- ii) 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.
- iii) 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.

- iv) 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.
- v) If the Consultant is not satisfied with the decision or resolution of the Contract Administrator/ACO, the Consultant may appeal the claim with the Service Authority's Deputy General Manager/Chief Administrative Officer within thirty (30) Days of the Contract Administrator's/ACO decision.
- vi) The Service Authority Deputy General Manager/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.
- vii) 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 Service Authority General Manager within thirty (30) Days of the Deputy General Manager/Chief Administrative Officer's decision. The Consultant may submit the appeal to the Service Authority General Manager by mailing or otherwise furnishing the Deputy General Manager/Chief Administrative Officer a copy of the claim and a request for the Service Authority General Manager's determination.
- viii) The Service Authority 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 Service Authority, unless the Consultant files a lawsuit against the Service Authority.
- ix) 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.
- x) 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 the Service Authority Board of Directors of the Service Authority 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.
- 5.25.3 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 the Service Authority.
- 5.26.2 Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Service Authority or any authorized Service Authority 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 the Service Authority 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 Cause", the Section entitled "Termination for Convenience", and EXHIBIT D, "Invoicing Procedures", plus all other this 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 the Service Authority 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 the Service Authority 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 cause by the Service Authority of this Agreement or any Project Agreement.
- 5.26.6 Records pertaining to Hourly Rates and Consultant's personnel information shall be made available to the Service Authority to allow audit of the Work, provided that Service Authority 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

The Service Authority 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 the Service Authority'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 the Service Authority upon payment for services performed, as they are performed.
- 5.28.2 Any finished or unfinished documents related to the Project, including but not limited to reports, research materials, working papers, studies, calculations, plans, Drawings, 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 Project or services under this Agreement, or produced by the Consultant, shall be and remain at all times, throughout the Project 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 Project.

- 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 the Service Authority without the written verification or adaptation by the Consultant for the specific purpose intended will be at the Service Authority'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 the Service Authority, the Consultant shall release and deliver to the Service Authority any and all such originals, provided, however, that the Consultant may, with the Service Authority'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 the Service Authority.
- 5.28.6 Except as otherwise agreed and documented with respect to the Service Authority's Materials and Work Product or Works Made for Hire, Consultant shall retain all right, title and interest, including all Consultant Intellectual Property Rights, in and to the Consultant Material.
- 5.28.7 Any of the Consultant's Intellectual Property incorporated into or delivered to the Service Authority as Work Product or Works Made for Hire shall be licensed to the Service Authority without additional cost for reasonable use in the course of its business.

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 the Service Authority 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 the Service Authority at any time to require performance by the Consultant of any provision of this Agreement shall in no way affect the right of the Service Authority 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.

i) 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.

ii) 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 Service Authority'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 Service Authority's public property as required for the Consultant to perform services.

5.32.4 In the event that Consultant believes the Service Authority is not reasonably complying with the requirements of the Sections above, Consultant shall immediately provide written notice of such non-compliance to the Service Authority.

5.32.5 The Service Authority 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 the Service Authority.

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 the Service Authority. The Consultant shall conscientiously avoid a conflict of interest with regard to work for the Service Authority, but when unavoidable, the Consultant shall take the following action:

- i) Disclose in writing to the Service Authority the full circumstances as to possible conflict of interest;
- ii) Assure in writing that the conflict will in no manner influence its judgment or the quality of its services to the Service Authority; and
- iii) 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 the Service Authority.

5.33.2 The Consultant shall promptly inform the Service Authority of any business associations, interest or circumstances which may be influencing its judgment or the quality of its services to the Service Authority.

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 the Service Authority 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 Service Authority Code of Ethics provided in the Service Authority'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 the Service Authority.

5.34.2 The Consultant shall comply with the insurance requirements set forth in Section 5.35 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 the Service Authority'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 the Service Authority on demand. The Consultant may redact certain confidential information, provided such redaction will not impact the Service Authority'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 the Service Authority. These copies will be sent to the Service Authority 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 the Service Authority'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 the Service Authority'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 at time during the contract term, the Service Authority shall have the absolute right to terminate this Agreement without any further obligation to the Consultant, and the Consultant shall be liable to the Service Authority 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 the Service Authority 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 Subconsultant.
- 5.36.10 Nothing contained herein shall be construed as creating any contractual relationship between any Subconsultant and the Service Authority. The Consultant shall be as fully responsible to the Service Authority for the acts and omissions of its Subconsultant and of person 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 the Service Authority'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 Service Authority and Consultant

- 5.37.1 The Service Authority Contract Administrator/ACO designates Service Authority's Project Manager/Contracting Officer Representative (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 person 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 Service Authority staff, its customers, suppliers and Contractors. The Consultant shall ensure that its employees and Subconsultants behave professionally and consistent with the Service Authority's vision and values in all Work performed on its behalf. The Service Authority reserves the right to reject Consultant's personnel that the Service Authority determines, in its sole discretion, to be unqualified to perform the Work or for improper behavior during Work performance. The Service Authority further reserves the right to request that Consultant replace any worker deemed unsuitable by the Service Authority.

- 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.

If at any time during the term of any contract for which the Consultant has provided work, it is determined that the Consultant's Deliverables, Work Product or services fail to conform to the above standard of care for the Work, upon written notice from the Service Authority, the Consultant shall immediately proceed to correct the Work, re-perform the Work which fail to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said Work.

The Service Authority'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 Any and all Drawings, plans, Specifications, or other documents or Deliverables prepared by the Consultant shall conform to the standard of care in Section 5.39.4 above. Products, equipment and material specified for use shall be readily available unless written authorization to the contrary is given by the Service Authority.

- 5.39.7 Information provided by the Service Authority is for informational purposes only. The Consultant shall be responsible to validate key information as specified in each Project Agreement. When documenting in reports or technical memoranda, the Consultant shall identify the data used and whether it has or has not been validated. 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. The Consultant shall sign and execute the Service Authority's Data Usage Agreement, a Service Authority's document outlining the Service Authority's processes, procedures and policies regarding Service Authority data.

- 5.39.8 Consultant shall provide seven (7) copies of any written studies furnished under this Agreement in a format acceptable to the Service Authority.

- 5.39.9 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 Minimum and Maximum Base Hourly Rate range and Minimum and Maximum Fully Burdened Rate range listed in Table 1 to EXHIBIT B, Compensation and Labor Costs for Service Authority'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.

- 5.39.10 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 the Service Authority.
- 5.39.11 In addition, the Consultant shall submit a formal written request to the Service Authority prior to adding, removing and/or reassigning Consultant personnel as specified below.
- 5.39.12 Consultant shall submit a formal written request to the Service Authority 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 the Service Authority. Replacement Personnel shall have equal quality professional experience and expertise to perform the services, subject to the Service Authority approval.
- 5.39.13 Key Personnel are defined, as those individuals assigned as follows:

Name	Function/Title

- 5.39.14 The Consultant shall designate a Consultant's Project Manager (designated as Key Personnel in Section 5.39.13) subject to the Service Authority's approval. So long as the Consultant Project Manager performs in a manner acceptable to the Service Authority and remains in Consultant's employment, the Consultant shall comply with the requirements above.
- 5.39.15 Project Team: Prior to the execution of this Agreement and commencement of any Consultant Services under this Agreement, the Consultant shall submit to the Service Authority its proposed Project Team using Table 2 to Exhibit B: Compensation of Labor Costs. 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. Any changes made to Key Personnel listed in the Project Team shall be in accordance with Section 5.39.12 of the Agreement. The replacement of Project Team members that are not Key Personnel does not require prior approval by

the Service Authority. The Consultant shall provide Project Team members who are fully qualified for their work and shall only replace them with equally qualified people.

- 5.39.16 In 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 Service Authority General Manager or his designee.
- i) Upon approval, the Service Authority and Consultant shall negotiate and agreed upon applicable compensation (labor rate limits and Multiplier factor) prior to any Work being performed outside the United States under this Contract.
 - ii) The Consultant shall provide to the Service Authority for its approval, any and all security measures proposed to preserve the Service Authority's assets in performance of the Work.
- 5.39.17 The Consultant shall perform the required services in fulfilling the Work requirements and shall notify the Service Authority in advance of performing any Work activities beyond the scope of the work requirements.
- 5.39.18 The Consultant is responsible for reviewing all tasks to ensure best available technology is being used for best results/outcomes.
- 5.39.19 Consultant covenants that the services provided by it hereunder will be of the highest professional quality and conform to all generally accepted practices governing the design and development of software of the same general nature and complexity.
- 5.39.20 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 Service Authority data or other intellectual property used by Service Authority. The Consultant shall take the necessary precautions to prevent Harmful Code and shall immediately notify the Service Authority in writing of instances of Harmful Code which may impact the Service Authority. In the event Consultant introduces Harmful Code, the Consultant shall promptly, and at the Consultant's sole expense, reimburse the Service Authority for all costs, damages and losses, of any kind, incurred by the Service Authority as a result of or related to the Consultant's introduction of Harmful Code.
- 5.39.21 Notwithstanding anything else contained in this Agreement, the covenants and warranties in paragraph 5.39.20 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 the Service Authority with respect to the software developed hereunder, including the maintenance and enhancement thereof.

5.40 **Certifications of Wage Rates**

Signature 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 the Service Authority 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. The Service Authority 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:

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

5.42 **Confidentiality**

- 5.42.1 The Service Authority 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 the Service Authority'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 the Service Authority in connection with this Agreement, the procurement of the same, and its services hereunder; provided, however, that the Consultant must:
- i) Invoke the protections of VPPA 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 the protection is necessary.
- 5.42.4 If Consultant, when submitting materials to the Service Authority, requests that those materials not be disclosed under applicable law, the Service Authority consequently denies a request for the disclosure of such materials based on the Consultant's request, and the Service Authority's denial of the request for disclosure is challenged in court, the Consultant shall indemnify, hold harmless and defend the Service Authority, 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 The Service Authority shall determine whether materials submitted by the Consultant are subject to disclosure in the Service Authority's sole discretion, and the Service Authority shall have no obligation to withhold disclosure of any materials it believes are subject to disclosure.
- 5.42.6 The Service Authority, 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 The Service Authority 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 the Service Authority, all business and technical information of the Service Authority 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 the Service Authority in connection with the performance of the Work including the 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:

- i) Keep, and not disclose to any third parties, any Confidential Information of the other party;
- ii) Maintain and use the Confidential Information of one another only for the purposes of this Agreement and only as permitted herein;
- iii) 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;
- iv) Restrict access and disclosure of Confidential Information to their employees or agents who have a “need to know”; and
- v) 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 Service Authority’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:

- i) 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
- ii) 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 and any applicable Task Order, 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 the Service Authority. 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 the Service Authority 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 the Service Authority 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 the Service Authority;
- 5.47.2 Consultant has received a Service Authority Purchase Order and written Notice to Proceed or Notice of Commencement from the duly authorized representative of the Service Authority for Work under the Agreement; and
- 5.47.3 Both parties have executed a Project Agreement for a specific project and the Service Authority 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, save harmless and defend the Service Authority and the Service Authority officers, directors, agents and employees (collectively “Service Authority Indemnified Party”) 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 documents prepared by the Consultant; provided, however, that any Service Authority Indemnified Party may, at its option, be represented in any such suits, actions or legal proceedings by attorneys of either 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 the Service Authority’s project is enjoined, the Consultant shall, at its sole expense, either procure for the Service Authority 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. The Service Authority 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 the Service Authority, 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 Service Authority’s Equipment or Facilities

- 5.51.1 Circumstances may arise where the Consultant requests the Service Authority to make available to the Consultant certain equipment or facilities belonging to the Service Authority for the performance of the Consultant’s work under this Agreement.

- 5.51.2 If the Service Authority 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 the Service Authority from any liabilities that may arise from the Consultant's use and upon its return to the Service Authority 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 the Service Authority.
- 5.52.2 The Consultant shall comply with all applicable laws and regulations. The Consultant shall cooperate with the Service Authority on all security matters and shall promptly comply with any project security requirements established by the Service Authority.
- 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 the Service Authority within six (6) hours of becoming aware of the incident.
- 5.52.5 Representatives and employees of the Consultant must enter the Service Authority property through an entrance designated by the Service Authority, 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 the Service Authority's property subject to compliance with the Service Authority's rules and regulations.
- 5.52.7 The Service Authority 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 the Service Authority'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 the Service Authority 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 the Service Authority'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 the Service Authority, 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 the Service Authority.

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

5.54 Inspection of Work

The Service Authority 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 the Service Authority's expense of third-party inspectors, and the Consultant shall provide proper facilities for such access and inspection.

5.55 Cooperation

Service Authority or other parties may perform work, including the normal operations of the Service Authority, 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. The Service Authority 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 the Contracting Officer Representative, prior to commencement of the Work, the Consultant shall prepare and submit to the Service Authority 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 the Service Authority 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, the Service Authority 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 the Service Authority, the Consultant does not improve performance to meet the currently approved this Agreement schedule, the Service Authority 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 the Service Authority nor the Service Authority'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 the Service Authority'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 the Service Authority upon payment for services performed, as they are performed and the Consultant shall within ten (10) working Days of receipt of written direction from the Service Authority, delivery to either the Service Authority 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 Project Agreement. Upon the Service Authority's request, the Consultant shall additionally assign its rights, title and interest under any Subconsultant's agreements to the Service Authority.

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) | B. Project Agreement | C. "this" BOA 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The Service Authority, signing by and through its General Manager or designee, duly authorized to execute same and by Consultant by and through its duly authorized officer(s) to execute same.

This Agreement will be effective on _____ (which is the Effective Date of this Agreement).

Consultant

Contractor Name

By: _____
PRINT NAME TITLE

By: _____
SIGNATURE DATE

Service Authority

PRINCE WILLIAM COUNTY SERVICE AUTHORITY

By: _____
PRINT NAME TITLE

By: _____
SIGNATURE DATE

EXHIBIT A SCOPE OF WORK

EXHIBIT B COMPENSATION AND LABOR COSTS

Consultant compensation for this Agreement is computed as follows:

1. Consultant Staff and Labor Costs

- a. Labor costs is computed based on Table 1 below:

Table 1: Labor Costs					
Labor Category ¹	Base Hourly Rate ²		Multiplier ³	Fully Burdened Hourly Rate ⁴	
	Minimum	Maximum		Minimum	Maximum
¹ Labor Category: The Labor Category/Title identified in Table 1.					
² Base Hourly Rate: The initial rate of compensation, excluding any fringe benefits or lump sum payments.					
³ Multiplier: A factor by which a consultant's raw direct labor rate is multiplied. A multiplier includes overhead and profit.					
⁴ Fully Burdened Hourly Rate: The base hourly rate multiplied by the Multiplier. The Fully Burdened Hourly Rate is reflective of the consultant employee's work location, experience, and role on the Work.					

- b. The Consultant shall assign to the project the staff identified in Table 2.

Table 2: Project Team	
Employee Name	Labor Category/Title

- c. The Consultant shall provide a written request prior to and for approval by the Contracting Officer Representative to add Key Personnel, labor categories, transfer employees from one category to another or remove employees from a category.
- d. Overtime must be pre-approved by the Contracting Officer Representative. If an hourly consultant employee is eligible for overtime, their billable rate may not exceed the Maximum Fully Burdened Rate.
- 2. Other Direct Costs (ODC):** ODC's shall be charged at cost. The Consultant shall seek best value when incurring other direct costs. The Service Authority has the right to reject such costs. Allowable and unallowable ODC's are detailed in Table 3.
- 3. Subconsultant Costs:** The Prime Consultant's cost for services provided by a Subconsultant shall not exceed a 10% markup on labor and must be pre-approved. The Service Authority expects the Consultant to seek best value when sub-consulting and reserves the right to negotiate at a lower cost than 10%.
- 4. Allowable and Unallowable Costs:** The following table provides allowable and unallowable costs. Any costs not included in this table requires the Service Authority to determine in writing if the cost is allowable or unallowable.

Table 3: ALLOWABLE AND UNALLOWABLE COSTS

Type of Cost		Direct Labor	Other Direct Costs	Non-Reimbursable Costs
		Reimbursable at Base Hourly Rate Times Multiplier	Reimbursable at Cost	Unallowable costs or costs covered by Multiplier
1	Direct Labor - Consultant Staff assigned to the work	X		
2	Pre-approved overtime for hourly consultant employees exceeding 40 hours on a Service Authority Project.	X		
	Unallowable overtime includes overtime for exempt consultant employees, unauthorized overtime, or billable rates exceeding the Maximum Fully Burdened Rate.			X
3	Indirect Labor such as consultant staff not assigned to the work and executive level employees not identified as key personnel.			X
4	Overhead Salaries or Compensation			X
5	Non-Reimbursable Compensation or Benefits such as: Bonuses, Incentives and Recognition Awards Retirement Contributions and Pay Pension Plan Costs Social Security Taxes or Pay Federal and State Unemployment Allowances Allowances for Vacation, Sick leave, and Holiday Pay			X
6	Overhead Project Support Costs such as computer, routine photocopying, postage, and telecommunications.			X
7	Insurance Not Required by the Service Authority			X
8	Costs/Expenses Recoverable by Insurance			X
9	Taxes (excepting Taxes associated with specific Other Direct Costs)			X
10	Legal fees			X
11	Licenses			X

Table 3: ALLOWABLE AND UNALLOWABLE COSTS

Type of Cost		Direct Labor	Other Direct Costs	Non-Reimbursable Costs
		Reimbursable at Base Hourly Rate Times Multiplier	Reimbursable at Cost	Unallowable costs or costs covered by Multiplier
12	General Office Supplies and Equipment			X
13	Local and long distance telephone service			X
14	Buildings			X
15	Support Services (i.e. Cleaning, Storage, Utilities)			X
16	Unallowable travel such as non-work related travel and subsistence, travel that is not pre-approved, first class travel, or travel exceeding GSA rates.			X
17	Costs/Expenses (to include legal costs) Related to Consultant's Default or Breach of Contract			X
18	Recruiting and Advertising Costs			X
19	Contributions, Donations, Entertainment, or Organizational Membership			X
20	Fines and Penalties Due to Consultant's Violation or Non-Compliance with Laws and Regulations			X
21	Consultant's Defective Work (as described in Section 1, sub-section 1.11)			X
22	Interest on borrowed money and associated finance charges			X
23	Costs or expenses not in accordance with this Agreement			X
24	Outside Reproduction Services <input type="checkbox"/> Photocopying, printing or binding of drawings specifications, renderings, and other documents <input type="checkbox"/> Printing, mounting, laminating and/or physically preparing presentation materials		X	
25	Outside (job shop) drafting and model-making services		X	
26	Outside Computer Services		X	

Table 3: ALLOWABLE AND UNALLOWABLE COSTS

Type of Cost		Direct Labor	Other Direct Costs	Non-Reimbursable Costs
		Reimbursable at Base Hourly Rate Times Multiplier	Reimbursable at Cost	Unallowable costs or costs covered by Multiplier
27	High-End Computer Usage and Software Maintenance Charges		X	
28	Federal, State, and Local Regulatory Fees, including <input type="checkbox"/> OSHA Health & Safety <input type="checkbox"/> Applications Fees <input type="checkbox"/> Permits Fees <input type="checkbox"/> Permit Modification Fees <input type="checkbox"/> Filing Fees <input type="checkbox"/> Inspection Fees		X	
29	Public Information and Document Requests fees		X	
30	Laboratory analyses and tests		X	
31	Work Travel and Subsistence Expenses		X	
32	Work Equipment Expenses (Rental or Purchase), including computer and communication usage project specific		X	
33	Construction Utilities project specific – all power, water, light, fuel, oil, compressed air		X	
34	Work Related Mileage or Car Rental Charges		X	
35	Insurance Required by the Service Authority other than as described in Section 5, sub-section 5.34 of this Agreement		X	
36	Storage Related to the Work on the jobsite		X	
37	Any other costs not set forth above with the Consultant and Owner that are agreed to in writing are reimbursable		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 Bodily Injury and Property Damage Each Occurrence
	Contractual Liability	
	Personal Injury	
3.	Automobile Liability	\$2,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Owned, Hired & Non-Owned	
	Personal Injury	
4.	Umbrella or excess liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
5.	Service Authority named as additional insured on General Liability Policies (This coverage is primary to all other coverage the Service Authority may possess.)	
6.	Cancellation notice in accordance with policy provisions required.	
7.	Best's Guide Rating	A-:VII or Better, or Equiv.
8.	The Certificate must state Contract No. 99999	

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 the Service Authority to verify that the work was performed in accordance with this Contract. The Service Authority 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 the Service Authority;
5. Invoice Processing:

The Consultant shall submit invoices on a monthly basis, but no more frequently than once per month to the Service Authority's Accounts Payable Department. The Consultant shall not invoice for work more than 90 Days after performance. The Service Authority 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 County Service Authority Attn: Accounts Payable P O. Box 2266 Woodbridge, Virginia 22195	Prince William County Service Authority Attn: Accounts Payable 4 County Complex Court Woodbridge, Virginia 22192
Or (Electronically, via email): accountspayable@pwcsa.org	

6. The following support is required:

a. Direct Labor:

- i. Invoices must include the employee's name, labor category/title, hours worked on the Project, multiplier and the Fully Burdened Rate.
- ii. The Fully Burdened Rate must fall within the Minimum and Maximum Fully Burdened Rate for the labor category/title as approved in EXHIBIT B.

Example 1: Labor rate falls within the approved Fully Burdened Rates

- Employee Category: Consultant. Employee Base Hourly Rate = \$48.72/hour
- Base Hourly Rate of \$48.72 < Maximum Hourly Rate of \$54.00; therefore, use Base Hourly Rate of \$48.72/hour
- Base Hourly Rate x Overhead Factor = Fully Burdened Hourly Rate
 $\$48.72/\text{hour} \times 2.9 = \141.29 Fully Burdened Hourly Rate

Example 2: Labor rate falls outside of the approved Fully Burdened Rates

- Employee Category: Consultant. Employee Base Hourly Rate = \$56.25/hour
- Base Hourly Rate of \$56.25 > Maximum Hourly Rate of \$54.00; therefore, use Maximum Hourly Rate of \$54.00
- Maximum Hourly Rate x Overhead Factor = Fully Burdened Hourly Rate
 $\$54.00/\text{hour} \times 2.9 = \156.6 Fully Burdened Hourly Rate

- b. Subconsultant Fees: Subconsultant fees must be documented by copies of invoices and receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to the Project Agreement billed against. Subsequent addition of the identifier to the invoice or receipt by the Consultant is not acceptable except for meals and travel expenses.
- c. Other Direct Costs: Other Direct Costs shall be paid in accordance with Table 3 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.
- d. Travel Costs: Travel Authorization Form (Exhibit E) signed by Contracting Officer Representative for advance approval of all travel expenses outside of Prince William County (See Section 1.34, Travel Expenses and in Table 3 to EXHIBIT B, Allowable and Unallowable Costs).
- e. 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.

f. Monthly Progress Summary Report Form:

For Projects Exceeding 90 Day Duration, the Consultant shall also provide to the Contracting Officer Representative no later than the 5th of each month, a written Monthly Progress Summary Report detailing the status of ALL ongoing work tasked to and performed by the Consultant and the Consultant's Subconsultants (with clear traceability of work back to the Tasks listed in the Project Payment Schedules). At a minimum, the Monthly Progress Summary Report shall include the following information:

1. Contract or Task Order number;
2. Name and title of Project;
3. A description of each Project/Task Order;
4. Budget of hours and dollars for hourly rate work (if applicable);
5. Budget of dollars for Lump Sum (if applicable);
6. Notice of any issues that could affect project completion schedule, quality or price (if applicable);
7. Cost and hours incurred to date for hourly rate work (if applicable);
8. Percent/deliverable completion to date for Lump Sum (if applicable);
9. Estimated cost and hours to complete for hourly work (if applicable);
10. Estimated percent/deliverables to complete for Lump Sum (if applicable);
11. Total of all previous Invoices;
12. Budget and schedule analysis;
13. Projected completion date; and
14. The Consultant shall perform a monthly schedule analysis to determine the health of the schedule and if necessary, provide cost variance explanations/recovery action plan(s).

EXHIBIT D

Prince William County Service Authority
Monthly Progress Summary Report

Project Title:	Contract Number:
Contract Start Date: [mm/dd/yr]	Project No:
Contract End Date: [mm/dd/yr]	PO Number:
PWCSA PM:	Contract PM:
Project Period: [mm/dd/yr] - [mm/dd/yr]	Today's Date: [mm/dd/yr]
Progress This Period:	
1. [Provide bullet summary of accomplishments during the invoice period] 2. 3.	
Permits:	
1. 2.	
As of MM/DD/YY the Project budget is XX% expended.	
Items For Resolution:	Next Milestone(s) / tracking with contract dates:
1. [List issues to be resolved or information requested; if any] 2. [List any outstanding change orders] 3. 4. 5.	1. [List specific tasks; meetings or accomplishments] 2. 3. 4. 5.
Variances:	
1. [List approved change orders] 2. 3. 4.	

Projected and Actual Billing (running total)

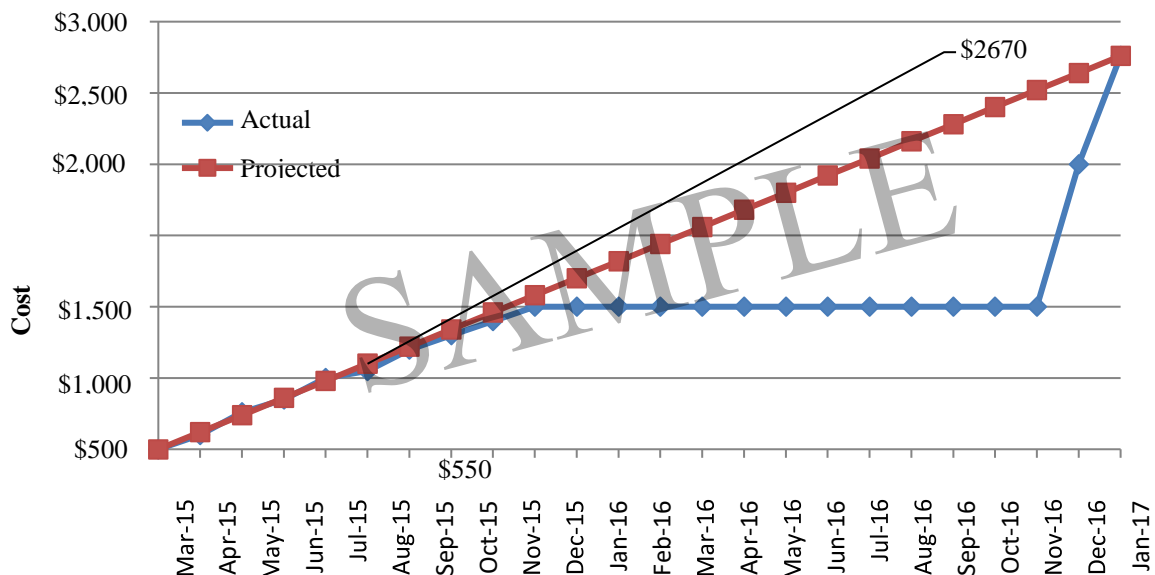


EXHIBIT D – SAMPLE INVOICE

[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/TASK ORDER NUMBER:		TRAVEL ARRANGED BY:	
PURPOSE OF TRIP					
ITINERARY					
FROM		TO		DATE	
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)	
IS ANY PORTION OF THIS TRIP PERSONAL? IF YES, PLEASE EXPLAIN.					
CONSULTANT SIGNATURE		DATE		SA CONTRACTING OFFICER REPRESENTATIVE SIGNATURE	
				DATE	

EXHIBIT F SUBCONSULTANT S LIST

EXHIBIT G OTHER

EXHIBIT H SAMPLE PROJECT AGREEMENT

[Click here to enter title.](#)

PROJECT AGREEMENT

Between

THE SERVICE AUTHORITY

And

Consultant/Company Name (CONSULTANT)

For

Project Agreement Task Order No enter number.

Enter Brief Task Order Project Description.

Pursuant to the provisions contained in Basic Ordering Agreement enter SA # 2315 General Management Services Agreement between the SERVICE AUTHORITY and CONSULTANT for **General Management** Services (hereinafter referred to “**ENTER CONTRACT TITLE. SERVICES AGREEMENT**”) dated enter Contract date., this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The SERVICE AUTHORITY and the CONSULTANT agree as follows:

SECTION 1 DEFINITIONS

[Definitions specific to a Project Agreement that are not defined in the enter Contract Title Services Agreement shall be inserted here]

- 1.1 CONTRACTING OFFICER REPRESENTATIVE (COR):** Designated and authorized in writing by the Administrative Contracting Officer (ACO) to perform specific project management, technical or other administrative functions of the Contract; does not have actual, apparent or implied authority to bind the Service Authority into contractual relations.
- 1.2 SERVICE AUTHORITY:** As defined in the Project Agreement, Section 4.2, “Project Manager/COR”, the SERVICE AUTHORITY’s designated Project Manager/COR, is referred to as the “SERVICE AUTHORITY” unless specified, throughout the Project Agreement, including all Exhibits any applicable attachments of this Task Order.

SECTION 2 SCOPE OF SERVICES

- 2.1** The CONSULTANT shall provide enter text. Services to the SERVICE AUTHORITY for the Work as described in the “Project Description” attached as EXHIBIT “1”.
- 2.2** The “Scope of Services” and tasks provided by the CONSULTANT for this Project are those services and tasks as listed in EXHIBIT “2”.
- 2.3** The SERVICE AUTHORITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written Change

Order executed by the parties in accordance with the provisions of the enter Contract Title. Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra Work.

- 2.4 Unless specifically agreed otherwise by the SERVICE AUTHORITY, the CONSULTANT is responsible for all Work necessary for the performance of the Services provided in this Project Agreement and all Deliverables required. The SERVICE AUTHORITY shall determine the acceptability of all Deliverables.
- 2.5 In its performance of Work under this Task Order, if the CONSULTANT is required to offer comments, opinions or testimonials on a specific subject matter related to the Work under this Task Order, 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 the SERVICE AUTHORITY. This requirement shall survive the termination or expiration of this Task Order.

SECTION 3 DELIVERABLES

- 3.1 As part of the Scope of Services the CONSULTANT shall provide to the SERVICE AUTHORITY the Deliverables as listed in EXHIBIT “3”.
- 3.2 The CONSULTANT has access and can obtain all materials, equipment and labor necessary to complete the Scope of Services within the Project Agreement Term.

SECTION 4 TERM / TIME OF PERFORMANCE / DAMAGES

- 4.1 **Term.** This Project Agreement shall commence upon the date specified in the Notice to Proceed (which shall not be prior to the date the SERVICE AUTHORITY provides a fully executed Purchase Order to the CONSULTANT) and shall continue in full force and effect for enter # of days. Days unless otherwise terminated pursuant to Section 8 or other applicable provisions of this Project Agreement. The SERVICE AUTHORITY in its sole discretion may extend the initial term of this Project Agreement for ninety (90) Days through a one (1) time written notice to the CONSULTANT.
- 4.2 **Project Manager/COR.** The SERVICE AUTHORITY’s designated Project Manager/COR for this Project Agreement is Enter Project Manager’s name and title.
- 4.3 **Commencement.** The CONSULTANT’S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date specified in a written Notice to Proceed (“Commencement Date”) and receipt of a fully executed Purchase Order provided to the CONSULTANT from the SERVICE AUTHORITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the Commencement Date set in the Notice to Proceed. The CONSULTANT must receive written notice from the SERVICE AUTHORITY’S General Manager or designee prior to beginning the performance of services in any subsequent phases of this Project Agreement. Prior to granting notice for the CONSULTANT to proceed to a subsequent phase, the SERVICE AUTHORITY’S General Manager or designee may, at its sole option, require the CONSULTANT to submit the itemized deliverables/documents identified in EXHIBIT “3” of this Project Agreement for the current phase for the SERVICE AUTHORITY’s review.

- 4.4 Contract Time.** Upon receipt of the Notice to Proceed and the fully executed Purchase Order, the CONSULTANT shall commence performance of services for the SERVICE AUTHORITY on the Commencement Date, and shall continuously perform services for the SERVICE AUTHORITY, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Project Agreement as EXHIBIT "3". The number of calendar Days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Work or the date of actual completion of the Work, whichever shall last occur, shall constitute the Contract Time. In no case, however, shall the Contract Time exceed the Term of this Project Agreement and any Work performed by the CONSULTANT after the Term of this Project Agreement is at the CONSULTANT'S risk.
- 4.5 Liquidated Damages.** (NOT USED)
- 4.6 SERVICE AUTHORITY Caused Delay** (NOT USED)
- 4.7** Claims for adjustments in the Project Schedule, damages or compensation, related to delays not within the control of the CONSULTANT, shall be made in accordance with Section 5.24 of the enter Contract Title. Services Agreement.
- 4.8** Notwithstanding the provisions of Paragraph 4.5, in the event that the contractor constructing the Project is granted an extension of the time to complete performance under the Contract, and the CONSULTANT'S contract administration services are materially extended by the SERVICE AUTHORITY via an approved Change Order as a direct result thereof and through no fault of the CONSULTANT, the CONSULTANT is entitled to compensation and paid based on the Standard Hourly Rates attached to this Task Order. The amount of compensation due by the CONSULTANT under this paragraph is pursuant to an approved Change Order.
- If, in the event the Project is suspended for more than thirty Days, the CONSULTANT shall also suspend contract administration services upon request of SERVICE AUTHORITY. Any time spent on the Project at the request of the SERVICE AUTHORITY or on the SERVICE AUTHORITY'S behalf during this suspension are considered additional services and paid based on the Standard Hourly Rates attached to this Task Order. The amount of compensation due to the CONSULTANT under this paragraph is pursuant to an approved Change Order.
- 4.9** All limitations of time set forth in this Project Agreement are of the essence.

SECTION 5 AMOUNT, BASIS AND METHOD OF COMPENSATION

- 5.1** The basis and method of compensation to the CONSULTANT for the services rendered pursuant to this Project Agreement are in conformance with EXHIBIT "B" of the enter Contract Title Services Agreement.

End User: Please select one of the following clauses below. Then replace not used clauses with "NOT USED" after the each of the unused sections (i.e. Lump Sum Compensation NOT USED). Delete these instructions once completed.

- 5.2 Maximum Amount Not-To-Exceed Compensation.** SERVICE AUTHORITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Work (as listed in Exhibit "A" of the enter Contract Title Services Agreement) up to a maximum amount not-to-exceed including Other Direct Costs, of \$ enter amount. Even if the CONSULTANT'S

actual costs exceed the Maximum Amount Not-To-Exceed stated in this Section 5.2, the CONSULTANT shall complete the required deliverables and the CONSULTANT'S compensation shall not exceed the Maximum Amount Not-To-Exceed.

- 5.3 Lump Sum Compensation.** SERVICE AUTHORITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Work a Lump Sum of \$ enter amount. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT. Even if the CONSULTANT'S actual costs exceed the Lump Sum amount stated in this Section 5.3, the CONSULTANT shall complete the required deliverables and the CONSULTANT'S compensation shall not exceed the Lump Sum Amount.
- 5.4 Other Project Specific Negotiated Compensation.** SERVICE AUTHORITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Work as follows: (applicable the specific compensation terms depending on the Project Agreement requirements).
- 5.5 Profit and Overhead.** The labor included in the compensation in this Section 5 are in accordance with the provisions of the enter Contract Title. Services Agreement dated [enter date], which consists of a multiplier of multiplier], and includes an overhead rate of enter Overhead Rate as calculated in accordance with the Federal Acquisition Regulation and profit of enter Profit.

SECTION 6 BILLING AND PAYMENTS TO THE CONSULTANT

- 6.1** Billing and payments to the CONSULTANT are in accordance with EXHIBIT "D" of the enter Contract Title. Services Agreement and the Payment Schedule, a copy of which is attached and incorporated into this Project Agreement as EXHIBIT "3".
- 6.2** Failure of the CONSULTANT to perform the duties required by this Agreement shall subject the CONSULTANT to, at the Owner's sole discretion, withholding, in partial or in total, payments otherwise due the CONSULTANT for work performed under the Agreement. Any payments withheld are not a penalty for noncompliance, but are to ensure that the SERVICE AUTHORITY will not suffer a financial loss as a result of the failure of the CONSULTANT to perform its required duties.

SECTION 7 WARRANTIES AND LIMITS OF LIABILITY

Not applicable.

SECTION 8 TERMINATION / SUSPENSION

- 8.1** Termination in accordance with Section 5.13 of the enter Contract Title. Services Agreement.
- 8.2** Suspension in accordance with Section 4.4 of the enter Contract Title. Services Agreement.
- 8.3** Assignment Upon Termination. Upon termination of this Project Agreement, the Work Product of the CONSULTANT shall become the property of the SERVICE AUTHORITY and

the CONSULTANT shall within ten (10) working Days of receipt of written direction from the SERVICE AUTHORITY, transfer to either the SERVICE AUTHORITY 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 this Project Agreement. Upon the SERVICE AUTHORITY'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements it is holding in connection with this Project Agreement to the SERVICE AUTHORITY. The SERVICE AUTHORITY shall use all Work Product provided under this Section solely for its intended purpose.

- 8.4** Termination for Non-Allocation of Funds: If funds are not allocated for any succeeding fiscal year subsequent to the one in which this Project Agreement is entered into, for the purposes of this Project Agreement, then the SERVICE AUTHORITY may terminate this contract upon thirty (30) Days prior written notice to the CONSULTANT.

Should the SERVICE AUTHORITY choose termination in accordance with this Section, the SERVICE AUTHORITY is liable only for payments due through the date of termination, in the same manner as if the SERVICE AUTHORITY elected to terminate the Project Agreement for convenience under Section 5.13.3 of the enter Contract Title. Services Agreement.

SECTION 9 KEY AND OTHER PERSONNEL ASSIGNED TO PROJECT

The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Project Agreement, the parties anticipate that the following named Key Personnel shall perform those functions at the rates listed below. All other personnel shall perform the functions and bill in accordance with the labor categories specified in “**Exhibit B–Labor Costs and Compensation**” of the enter Contract Title. Services Agreement.

CONSULTANT’S KEY PERSONNEL LIST		
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NAME	FUNCTION/TITLE	HOURLY RATE
<u>enter text.</u>	<u>enter text.</u>	<u>enter text.</u>
<u>enter text.</u>	<u>enter text.</u>	<u>enter text.</u>
<u>enter text.</u>	<u>enter text.</u>	<u>enter text.</u>
<u>enter text.</u>	<u>enter text.</u>	<u>enter text.</u>

The CONSULTANT shall not remove the CONSULTANT’S Key Personnel, as named above, from performance or positions in this Project Agreement without approval of the SERVICE AUTHORITY.

In addition, the CONSULTANT shall submit a formal written request to the SERVICE AUTHORITY prior to adding, removing, reassigning or making changes to Function/Title for CONSULTANT Key Personnel as specified above.

The CONSULTANT shall submit a formal written request to the SERVICE AUTHORITY no later than fifteen (15) Days prior to the addition, removal , reassignment or changes made to Function/Title of Key Personnel. The CONSULTANT shall add, remove, reassign or change Function/Title of such Key Personnel only after receiving written approval from the SERVICE AUTHORITY.

Provide information requested below if Key Personnel is a SUBCONSULTANT.

KEY PERSONNEL LIST - SUBCONSULTANTS
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The SERVICE AUTHORITY reserves the right to request the CONSULTANT to name an employee(s) of a SUBCONSULTANT as “Key Personnel”.

NAME/FIRM

enter text.

enter text.

The CONSULTANT shall not allow the SUBCONSULTANT to remove or substitute individuals named above as Key Personnel without the prior written approval of the SERVICE AUTHORITY.

The SERVICE AUTHORITY reserves the right to reject any proposed substitution for any of the above named individuals, and the SERVICE AUTHORITY shall have the further right to require that any individual assigned to the Work by the CONSULTANT be removed from the Project Agreement and reassigned for good cause.

SECTION 10 INCORPORATION OF AGREEMENT

All terms and conditions of the “enter Contract Title. Services Agreement” between the SERVICE AUTHORITY and the CONSULTANT dated enter Contract date., not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 11 SEVERABILITY

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Project Agreement on the respective dates under each signature: The SERVICE AUTHORITY, signing by and through its General Manager or authorized designee, duly authorized to execute same and by CONSULTANT by and through its representative, duly authorized to execute same.

CONSULTANT

SERVICE AUTHORITY

BY: _____

BY: _____

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE_____ **DATE**_____

EXHIBIT 1

PROJECT AGREEMENT

PROJECT DESCRIPTION

Add applicable project description

EXHIBIT 2

PROJECT AGREEMENT

SCOPE OF SERVICES

Insert Exhibit 3 here.

EXHIBIT 4

PROJECT AGREEMENT

SUBCONSULTANTS

SUBCONSULTANTS	Purpose	SUBCONSULTANT COST	CONSULTANT COST (SUBCONSULTANT + Markup)
Total			

* 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.

EXHIBIT “5”

The CONSULTANT shall list all Project Team personnel expected to be assigned to perform CONSULTANT Services under this Project Agreement, along with their functional role.

CONSULTANT’S PROJECT TEAM PERSONNEL LIST

NAME	FUNCTION/TITLE
<u>enter text.</u>	<u>enter text.</u>
<u>enter text.</u>	<u>enter text.</u>
<u>enter text.</u>	<u>enter text.</u>
<u>enter text.</u>	<u>enter text.</u>

Prior to the execution of this Agreement, and commencement of any CONSULTANT Services under this Agreement, the CONSULTANT shall submit to the SERVICE AUTHORITY its proposed Project Team using Table 2 to EXHIBIT B Compensation and Labor Costs. 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. Any changes made to Key Personnel listed in the Project Team shall be in accordance with Section 5.39.10 of the Agreement. The replacement of Project Team members that are not Key Personnel does not require prior approval by the SERVICE AUTHORITY. The CONSULTANT shall provide Project Team members who are fully qualified for their work and shall only replace them with equally qualified people.