



KING GEORGE COUNTY, VIRGINIA

REQUEST FOR PROPOSAL

ISSUE DATE: 12/23/2008-1400

RFP # 01272009-1400

TITLE: PROFESSIONAL AUDITING SERVICES

Sealed Proposals will be received until **January 27, 2009 at 2:00 PM.** for furnishing the services described herein. Late, facsimile and/or electronic proposals will **not** be accepted. All inquiries must be directed to:

Kelly S. Dixon, CPPB – Procurement Manager

Phone: (540) 775-8575

Fax: (540) 775-7692

E-Mail: kdixon@co.kinggeorge.state.va.us

PROPOSALS SHALL BE DELIVERED TO:

**King George County Procurement Manager
10459 Courthouse Drive, Suite 201
King George, VA 22485
RFP # 01272009-1400**

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

Name and Address of Firm/Individual Submitting Proposal:

_____ **Date:** _____

_____ **By:** _____

Signature In Ink

Print/Type

Telephone: _____

Fax: _____

E-mail Address _____

How did you hear about this RFP? ☐ Newspaper (Which One? _____), ☐ eVA,
☐ KG Web Site, ☐ Other (Explain _____)

Questions: All questions must be submitted in writing directly to the King George County Procurement Manager at the address referenced above no later than 1:00 PM, January 14, 2009. Questions may be sent by fax or email.



**KING GEORGE COUNTY, VIRGINIA
REQUEST FOR PROPOSALS 01272009-1400
PROFESSIONAL AUDITING SERVICES**

SECTION 1

King George County, Virginia, a political subdivision of the Commonwealth of Virginia and a body politic, herein referred to as KGC, desires to engage the services of a qualified professional auditing firm to provide professional auditing services as described herein.

This Request for Proposals (RFP) plus the resulting contract shall be consistent with and governed by the KGC Purchasing Ordinance and has been prepared in accordance with the Virginia Public Procurement Act.

This section of the RFP sets forth general information to all potential Offerors to assist in the preparation of proposals for the services identified in this RFP. The proposal submission requirements are addressed in Section 2 of this RFP. KGC's process for selecting the best proposal and developing a contract are summarized in Section 3. The requirements and processes set forth therein shall be binding on all Offerors.

1.1 PURPOSE OF THE REQUEST:

On behalf of KGC and the School Board, KGC is seeking proposals from qualified independent certified public accountants to perform a financial audit for each of the fiscal year(s) ending June 30, 2009, 2010, 2011, 2012 and 2013, with the option to renew for up to two (2) additional consecutive fiscal years, in one year increments. Proposals will be submitted for audit services of (1) KGC and School Board, and (2) the Library Funds of the Library Board, and the King George County Service Authority and Economic Development Authority. It is the intent of this RFP to have all auditing services performed by one firm, however, KGC reserves the right to award to multiple firms if it is deemed, in KGC's sole opinion, to be in its best interest. A description of KGC's government and pertinent background information is included in the attached 2008 King George County Comprehensive Annual Financial Report (CAFR).

1.2 GENERAL INFORMATION:

KGC is organized under County Administrator form of government. The governing body of KGC is a five-member Board of Supervisors (the Board), which establishes policies for the administration of KGC. Members are elected for four-year terms. The Board appoints a County Administrator to act as the administrative head of KGC to carry out the policies established by the Board.

The County has a population of approximately 22,205 and will operate under a general/operating budget of \$64 million and a five-year capital improvements budget of \$115 million and \$5 million for the enterprise operating fund for the fiscal year 2009. The County's outstanding debt at the end of fiscal year 2008 includes \$12.9 million in general obligation bonds, \$44.7 million in lease revenue bonds, \$740,000 in Wireless Authority Bonds, \$2.7 million in State Literary loans \$153,427 in capital leases and \$23.5 million in loans for utilities.

The King George County public school system is directed by a five-member elected School Board. Members are elected for four-year terms.

1.3 FINANCIAL REPORTING ENTITY AND OPERATIONS:

The financial reporting entity includes all of the funds and account groups of KGC, as well as all of its component units. As of June 30, 2008, one discretely presented component unit, the School Board, is included in the reporting entity because of KGC's financial accountability for this organization.

As of June 30, 2008, the School system operated 3 elementary schools, 1 middle school, 1 high school and a vocational technical center. KGC appropriates General Fund revenues to support School Board expenditures because the School Board cannot levy taxes or incur indebtedness under Virginia law.

KGC provides a full range of municipal services. Major programs include public safety, landfill, welfare, recreation and cultural activities and community development. Additionally, the Service Authority operates water and wastewater utility systems.

1.4 PERSONNEL AND PAYROLL:

As of June 30, 2008, KGC and Service Authority had 181 full-time employees, issuing an average of 285 paychecks per payroll period for both full and part-time employees. The School Board's payroll is processed separately from KGC. As of June 30, 2008, the School Board had approximately 530 employees.

1.5 ACCOUNTS PAYABLE:

KGC Accounts Payable section processes disbursements for KGC, Schools and Service Authority. During fiscal year 2008 more than 4,000 checks were processed.

1.6 TAX COLLECTIONS:

The total property tax levy in fiscal year 2008 was \$19 million. Current tax collections were \$19 million (total).

1.7 FINANCIAL INFORMATION:

With the exception of the cash accounts which are the responsibility of the KGC Treasurer, the official accounting records of KGC are maintained by the Finance Department. KGC's records are maintained in an automated general ledger system licensed from Bright and Associates, with various sub-systems for payroll, miscellaneous accounts receivable and fixed assets, etc. These accounting records are maintained in accordance with GAAP.

The following are the current funds of the government:

1.7.1 General Fund: The General Fund is the general operating fund of KGC. It is used to account for all financial sources except those required to be accounted for in another fund. Revenues and financing sources for fiscal year 2008 totaled \$36 million, with approximately \$17 million of this total derived from general property taxes. Expenditures for fiscal year 2008 totaled \$34 million.

1.7.2 Special Revenue Funds: Special revenue funds are used to account for the proceeds of specific revenue sources (other than major capital projects) that are legally restricted to expenditures for specified purchases. KGC currently has four special revenue funds, Recreational Activity, Employee Development, Wireless Authority, and Narcotics Task Force Funds within the primary government; and the Cafeteria Fund in the School Operating Fund within the component unit. The School Operating Fund had revenue sources totaling \$31 million and expenditures and other financing uses of \$31 million. The Library Board also has an operating Fund.

- 1.7.3 Capital Projects Funds:** Capital projects funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds). The FY08/09 Capital Budget is \$22.9 million.

PROPRIETARY FUND TYPES:

- 1.7.4 Enterprise Funds:** Enterprise funds are used to account for operations that are financed in a manner similar to private business enterprises where the intent of the governing body is that the costs of providing services to the general public on an continuing basis be financed or recovered primarily through user charges; or where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The Service Authority currently has the following enterprise activities:
- 1.7.5 Economic Development Authority (EDA):** The Economic Development Authority is governed by seven directors and authorized to acquire, own, lease and dispose of properties to promote industry and develop trade in the area. They currently have \$1.7 million in net assets as of FY 2008.
- 1.7.6 Water and Sewer:** The Service Authority historically has not been financially self- supporting however they have improved over the years. In fiscal year 2008, they had an increase in net income of \$152,000.

FIDUCIARY FUND TYPES

- 1.7.7 Trust and Agency Funds:** Trust and agency funds include Expendable Trust, Non-expendable expendable trust funds are accounted for in the same manner as governmental fund types and the Library Board component unit currently maintains two expendable trust and one non-expendable trust funds.

1.8 SCOPE OF SERVICES:

A detailed Scope of Services is attached as Attachment A

1.9 ADJUSTMENTS FOR CHANGE IN SCOPE:

KGC may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by formal written Amendment to the Agreement signed by the KGC Purchasing Agent on behalf of the KGC Board of Supervisors and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the KGC Board of Supervisors via the KGC Purchasing Agent in writing of this belief. The Contractor will not be compensated for performing that particular work unless a written amendment has been signed by KGC and the Contractor and a KGC purchase order is issued covering the cost of the services to be provided under the amendment. If the KGC Board of Supervisors believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

1.10 QUALIFICATION REQUIREMENTS:

Offeror(s) shall be Virginia licensed Certified Public Accountants. All firms submitting proposals for consideration must be licensed by the Commonwealth of Virginia to perform auditing services, and shall have been engaged in providing auditing services, in Virginia, for a period of no less than 5 years

1.11 PROJECT SCHEDULE:

Offeror shall include a proposed project schedule with his/her proposal. This will be a factor in the award decision.

1.12 QUESTIONS:

Questions concerning general and/or technical details of the project, or this RFP, shall be submitted in writing (email, fax, USPS, or mail delivery service) to:

Kelly Shaklee Dixon, CPPB - Procurement Manager
King George County
10459 Courthouse Dr., Suite 201
King George, VA 22485
(540) 775-1657
(540) 775-7692 (fax)
Email: kdixon@co.kinggeorge.state.va.us

Potential Offerors are required to submit any and all questions in writing. Written responses, including the questions, will be provided to all Offerors via an official Addendum.

1.13 DECISION NOT TO RESPOND:

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. KGC is very interested in learning whether issues with the solicitation process have discouraged responses, or whether there are other reasons.

Accordingly, if your firm elects not to submit a proposal, we ask that you return the RFP package with a statement as to why you are unable or unwilling to respond.

1.15 AWARD OF CONTRACT:

KGC, in its sole opinion, reserves the right to reject any and/or all proposals, to waive informalities and to negotiate a Contract with the selected Offeror(s). KGC reserves the right, in its sole opinion, to reject any proposal it believes would not be in KGC's best interest.

1.16 TERMINATION:

KGC shall have the right to terminate at KGC's convenience, with or without cause, any contract resulting from this RFP by specifying the date of termination in a written notice.



**KING GEORGE COUNTY, VIRGINIA
REQUEST FOR PROPOSALS 01272009-1400
PROFESSIONAL AUDITING SERVICES**

SECTION 2

PROPOSAL REQUIREMENTS

All information requested, and the requirements of this RFP, must be supplied in writing in order for KGC to consider the Proposal complete.

2.1 EFFECT OF PROPOSAL SUBMISSION:

Submission of a proposal shall constitute a contract to include the provisions contained in this RFP and/or in the Offeror's proposal in any contract negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions".

By submitting a proposal, the Offeror agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for, or have to right to, cancellation of or relief from the contract because of any misunderstanding or lack of information.

2.2 DUE DATE:

Responses are due no later than, January 27, 2009 at 2:00 P.M. local time. Sealed proposals must be received by the Purchasing Office prior to, or by the date/time noted above. **KGC will not accept proposals after that date and time.** Proposals received in the Purchasing Office after the date and time prescribed will not be considered for evaluation and will be returned, unopened, to the Offeror.

It shall be the Offeror's responsibility to ensure his/her proposal has been received by the Purchasing Office on or before the deadline published above. KGC is not responsible for delays in the Postal service or other methods of delivery.

Offerors shall deliver sealed proposals to:

King George County
Attn: Procurement Manager
10459 Courthouse Dr, Suite 201
King George, VA 22485

No other proposal distributions by the Offeror shall be permitted.

2.3 **CONFLICTS OF INTEREST:**

This solicitation is subject to the provisions of Section 2.2-3100 et seq., Virginia Code, “the Virginia Conflicts of Interest Act”. No member of the Board of Supervisors, School Board, or any employee of KGC, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a or sub-contractor in connection with any bid or proposal, or have a personal interest therein as defined by 2.2-31-1, Virginia Code.

2.4 **COLLUSION:**

By submitting a proposal, the Offeror certifies that their submitted proposal is made without collusion or fraud. This includes a prior understanding, contract, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements. Collusive bidding is a violation of Federal Law and can result in fines, prison sentences, and civil damages.

2.5 **OWNERSHIP:**

KGC requires all Offerors submitting proposals to indicate their form of organization and current principal place of business.

2.6 **CONFIDENTIALITY:**

Proprietary information that is submitted must be clearly identified as such at the time of submission (The Virginia Freedom of Information Act (FOIA), § 2.2-3700 et. seq. of the Code of Virginia). A written request identifying the specific information to be protected and the reason protection is sought shall accompany the proposal submission.

2.7 **PROPOSAL FORMAT/SUBMITTAL INSTRUCTIONS:**

Interested Offerors shall submit six (6) bound copies of their Technical Proposal with one marked “Original. Proposals should address all the points outlined in the RFP (excluding any cost information which should only be included in the business proposal when requested). The Proposal should be as thorough and detailed as possible so that KGC may properly evaluate the Offeror’s capabilities to provide the required services. Proposals shall be submitted on 8-1/2” x 11” paper, bound, and prepared simply and concisely. Elaborate brochures, artwork, expensive paper, bindings, visual, and other presentation aids beyond that sufficient to present a complete and effective proposal are not required.

While additional data may be presented, each Offeror’s proposal **shall be** organized, and bound, in the sequence outlined in this section.

All proposals shall be signed by an officer or employee authorized to bind the Offeror/firm contractually.

Page 1 of this RFP must be completed and submitted with your proposal.

KGC will utilize the evaluation process and selection criteria described in Section 3 of this RFP. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections:

- **Page 1 of this RFP (Cover Sheet):**

Page 1 of this RFP must be completed and included with the proposal.

By executing the Cover Sheet, Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

- **Cover Letter:**

The cover letter shall confirm the Offeror's understanding of this RFP, and has a general understanding of the project. The cover letter shall also clearly identify the project the submission is for.

The firm shall provide an affirmative statement that it is independent of KGC, and all its component units, as defined by generally accepted auditing standards and the US General Accounting Office's Government Auditing Standards (current edition).

- **License to Practice in Virginia:**

An affirmative statement shall be included that the firm and all assigned key professional staff are properly licensed to practice as certified public accountants in the Commonwealth of Virginia.

An affirmation that the respondent meets any and all other qualification requirements imposed by state or local law should be provided.

- **Firm Qualifications and Experience:**

The purpose of this section is to provide KGC with an overview of the Offeror's organization and size of firm, whether it is local, regional, national, or international in operations, and to also demonstrate the qualifications of the staff the Offeror will assign to this project if selected. At a minimum, the proposal shall:

- Provide the location of the office from which the work on this project is to be performed.
- Designate a Project Manager.
- Include an organization chart that identifies the responsibilities of project team members.
- Provide a concise resume or description of each team member's education, relevant professional experience, length of time employed by the Offeror, and professional license.
- Discuss the experience of the firm in completing similar projects on schedule.
- Identify the other engagements, if any, to which staff will be assigned during the period of time they are performing audit services for KGC.

Discuss the history of the proposed team's prior experience working together on similar projects.

The personnel named in the proposal shall remain assigned to the project throughout the period of the contract. No replacement may be made without submission of a resume of the proposed replacement and prior written approval by KGC.

The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The name of any sub-contractor(s) shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-contractor's performance. The Offeror shall state the amount of previous work experience they have had with the identified sub-contractor(s).

2.7.1 Project and Management Approach:

The Offeror shall demonstrate their approach to the project and an understanding of the work to be performed. The Offeror shall also demonstrate how the necessary resources will be allocated and managed to complete the work within the agreed upon schedule.

2.7.2 Representative Projects:

The Offeror's proposal shall list and describe any previously completed projects that are similar in size and scope, and representative of, the project identified in this RFP. This section shall include a discussion of the Offeror's experience with local government. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person.

2.7.3 The Offeror shall demonstrate its capacity to effectively accomplish work expeditiously, and to provide services that are responsive to the client's needs.

2.7.4 Proposed project schedule:

Offeror to provide a proposed project schedule/time line.
(This will be a factor in making an award.)

2.7.5 References:

Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably those where one or more of the proposed project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.

2.7.6 Business Proposals/Costs Proposals:

This is a Professional Services solicitation, KGC **IS NOT** is not requesting Business Proposals or Cost Proposals at this time. KGC will request Business and/or Cost Proposals under separate cover from one or more of the highest rated and fully qualified Offerors at a later date.

THERE SHALL BE NO COST(S) INCLUDED OR ALLUDED TO IN THE TECHNICAL PROPOSAL DOCUMENT.

2.8 NON-DISCRIMINATION:

KGC does not discriminate against faith-based organizations or any Offeror because of race, religion, color, sex, national origin, age, or disability in the procurement of services, or supplies.



**KING GEORGE COUNTY, VIRGINIA
REQUEST FOR PROPOSALS 01272009-1400
PROFESSIONAL AUDITING SERVICES**

SECTION 3

This section of the RFP outlines KGC's process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection.

3.1 APPROVING AUTHORITY:

The approving authority for this RFP is King George County, Virginia.

3.2 SELECTION COMMITTEE:

KGC will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of an Offeror to the KGC Board of Supervisors.

3.3 INTERVIEW:

Based on the results of proposal evaluation by the Selection Committee, the highest rated Offerors may be invited by the KGC Procurement Manager to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Offeror. There is no specified number of Offerors that may be selected for interview.

Interviews will be conducted in a location selected by KGC.

Presentations by the selected Offerors during the interviews shall not exceed thirty (30) minutes in length, followed by a question/answer period not to exceed thirty (30) minutes in length. The selected Offerors may use any presentation method deemed by the Offeror to be most effective.

3.4 BASIS FOR AWARD:

The Selection Committee will base its award recommendation on the "Evaluation Criteria" set forth in this RFP.

The Award will be made to the responsible Offeror whose proposal, interview and resulting contract conforms to this solicitation and is most advantageous to KGC. If KGC is unable to come to agreement with the highest ranked Offeror during negotiations, the negotiations will be terminated and the Offeror ranked second shall be selected for negotiations. This process will be followed until a contract satisfactory to KGC can be made.

Should KGC determine in writing and in its sole opinion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

3.5 **EVALUATION CRITERIA:**

The Selection Committee will base its initial and final evaluation on the following criteria:

<u>Maximum Points</u>	<u>Evaluation Criteria</u>
40	Project team qualifications and experience
20	References
20	Proposed project schedule
10	Office location
<u>10</u>	Quality and completeness of proposal
100	

The KGC Procurement Manager may arrange for discussion with Offerors submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work. The Selection Committee and/or its representative(s) reserve the right to inspect the Offeror's physical premise prior to making a final selection.

3.6 **OWNERSHIP OF DOCUMENTS:**

The Offeror shall provide KGC with documents bound and suitable for distribution.

All documents, including digital media, submitted in response to this solicitation shall become the property of KGC.

3.7 **PRIME CONTRACTOR:**

The successful Offeror (Contractor) shall assume full responsibility for the complete effort as required by this RFP whether work is performed by the Contractor or sub-contractors. The selected Offeror shall be the sole point of contact for KGC with regard to all contractual responsibilities.

3.8 **CONTRACT DEVELOPMENT:**

Once an Offeror is tentatively selected based on the "Evaluation Criteria" detailed in this solicitation, KGC reserves the right to conduct further discussions/negotiations with the selected Offeror. As a result of this discussion and negotiation, KGC may propose, in writing, a contract that amends the scope of the RFP or the Offeror's proposal prior to signing the contract. At the same time, this RFP and the Offeror's proposal may be incorporated by reference directly into the final contract.

The contract, this RFP, any addenda, and the Offeror's proposal submission in response thereto shall constitute the whole agreement between the parties.

If a satisfactory proposed contract cannot be negotiated with the highest ranked Offeror, negotiations will be terminated. Negotiations shall then be undertaken with the Offeror rated second most qualified and so on until an agreement is reached with an Offeror.

3.9 STANDARD AGREEMENT (CONTRACT) FOR SERVICES:

Absent legal requirements, the award will be governed by the “Standard Professional Services Agreement” for this project. A sample “Standard Professional Services Agreement” (contract) is attached to this RFP as Attachment A. Specific obligations of each party will be identified in the executed, contract.

3.10 ACCEPTANCE, INVOICING, AND PAYMENT:

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the products or service is approved as acceptable by KGC.

The Contractor shall submit invoices detailing the services performed and completed to KGC. The invoice submittal shall provide sufficient information to justify the invoiced amount. Invoices that, in KGC’s sole opinion, do not clearly detail services provided and completed shall be returned to the Contractor. A project status report shall be included with each invoice.

The Contractor’s invoice shall cite the appropriate KGC purchase order and contract numbers.

KGC will make payment to the Contractor, net forty-five (45) days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services as verified by KGC.

3.11 INSURANCE:

The successful Offeror shall comply with the insurance requirements set forth in the following numbered paragraphs, and those required under the Commonwealth of Virginia statutory requirements. The Offeror’s proposal shall clearly describe any desired exceptions to the insurance coverage required.

3.11.1 The Contractor 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 Contractor 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 contracted work.

3.11.2 The Contractor shall provide certified copies of all insurance coverage on behalf of the Contract five (5) days prior to work beginning. These certified copies will be sent to the KGC Procurement Manager from the Contractor’s insurance agent or representative. Certificates of Insurance submitted to KGC shall have the corresponding contract/Agreement number noted on them.

3.11.3 The Contractor shall, during the continuance of all work under the contract, provide and agree to maintain the following:

3.11.3.1 Worker’s Compensation and Employees insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force with the Commonwealth of Virginia, or which may be hereinafter enacted.

- 3.11.3.2 General Liability insurance sufficient to protect the Contractor, its subcontractors, and the interest of KGC, against any or 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 coverage's for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work. Professional liability insurance in the amount of \$1,000,000.00 is also required.
- 3.11.3.3 Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor and/or his/her subcontractors in the performance of the work. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.
- 3.11.3.4 Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- 3.11.4 The Contractor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to KGC on request.
- 3.11.5 No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to KGC Procurement Manager. The Contractor shall furnish the KGC Procurement Manager a new certificate to the KGC Procurement Manager prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to KGC Procurement Manager.
- 3.11.7 Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, KGC shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to KGC for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- 3.11.8 Compliance by the Contractor and all subcontractors with the foregoing requirements shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of this contract.
- 3.11.9 Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude KGC from supervising and/or inspecting the project as the end result. The Contractor shall assume all on-the-job responsibilities for the control of persons directly employed by it, the subcontractors, any person employed by the subcontractor.
- 3.11.10 Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and KGC. The Contractor shall be as fully responsible to KGC for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.

- 3.11.11 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 3.11.11 The Contractor, and all subcontractors, are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- 3.11.12 King George County shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance.

3.12 NONDISCRIMINATION:

During the performance of this contract, the Contractor agrees as follows:

- 3.12.1 The Contractor will not discriminate against any employee or applicant or 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 Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 3.12.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3.12.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 3.12.4. The Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.
- 3.12.5. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- 3.12.6. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.

Purchasing



Kelly S. Dixon, CPPB
Purchasing Manager

10459 Courthouse Dr, Suite 201 • King George, Virginia • Telephone (540) 775-1657 • Fax (540) 775-5560

SERVICES AGREEMENT

NUMBER: 01272009-1400-001

SUBJECT: PROFESSIONAL AUDIT SERVICES

Between:

King George County
10459 Courthouse Dr.
Suite 200
King George, Virginia 22485

Phone: (540) 775-9181
Fax: (540) 775-5248

And the Contractor:

Phone: () _____
Fax: () _____



PROFESSIONAL SERVICES AGREEMENT

NUMBER: **01272009-1400-001**

This **PROFESSIONAL SERVICES AGREEMENT** (“AGREEMENT”), entered into this ____ day of _____, 2009 between **KING GEORGE COUNTY** (“COUNTY”), a political subdivision of the Commonwealth of Virginia and a body politic, by and through its undersigned Purchasing Agent, pursuant to the authority expressly granted by the King George County Board of Supervisors, and _____ (“CONTRACTOR”). COUNTY and CONTRACTOR are collectively referred to as “PARTIES.”

WITNESSETH:

WHEREAS, the COUNTY desires to purchase services described herein and set forth in the referenced and attached documents, in accordance with the requirements of the King George County Purchasing Ordinance; and

WHEREAS, CONTRACTOR has the expertise, knowledge and ability to provide the services set forth herein and in the referenced and attached documents; and

WHEREAS, the COUNTY desires to hire CONTRACTOR to provide the services and/or goods set forth herein and in the referenced and attached documents; and

WHEREAS CONTRACTOR was awarded this AGREEMENT after a duly performed competitive bidding process; and

THEREFORE, in consideration of the mutual agreements contained in this AGREEMENT and the terms and conditions set forth below and by the referenced and attached documents, it is hereby AGREED between the parties as follows:

1.0 GENERAL TERMS AND CONDITIONS

This AGREEMENT shall follow the “General Terms and Conditions”, attached as Exhibit 1, and incorporated into this AGREEMENT.

2.0 PRICING

All pricing and payment shall be as set forth in Section I.9 of this AGREEMENT.

3.0 WARRANTIES AND TITLE

CONTRACTOR warrants that it has free and clear title, without encumbrance of any kind to services set forth in this AGREEMENT and all attachments, and that it has the lawful right to dispose of, provide and/or sell services in this AGREEMENT.

4.0 CONTRACT DOCUMENTS

This AGREEMENT includes the following Contract Documents:

- a. Professional Services Agreement 01272009-1400-001
- b. General Terms and Conditions, Exhibit 1
- c. Certificate of Insurance, Exhibit 2
- d. RFP 01272009-1400 – Professional Audit Services(incorporated by reference)
- e. _____'s proposal dated _____ (incorporated by reference)

5.0 MERGER

CONTRACTOR and COUNTY agree that the Contract Documents set forth in the previous paragraph contain the entire agreement between the parties and that any previous representation or agreement, in writing or otherwise, is hereby superseded and made null and void. All amendments to this AGREEMENT shall be in writing with the notice provided as set forth in the General Terms and Conditions, attached as Exhibit 1.

6.0 CHOICE OF LAWS AND VENUE

Any and all disputes of any kind related to this AGREEMENT shall be brought before the King George County Circuit Court and determined under the Laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereby set their signature to this AGREEMENT on _____, 2009.

County of King George, Virginia:

Contractor:

By: _____
A. Travis Quesenberry
County Administrator
King George County
(540) 775-9181

() _____

By: _____
Title: _____

Approved as to form:

County Attorney

CERTIFICATION: I, _____, certify by my signature above that I am the duly authorized agent of _____ and have all right and authority to represent _____ and to enter into this AGREEMENT.



EXHIBIT 1

GENERAL TERMS AND CONDITIONS

I.1 DEFINITIONS

- I.1.1 "Department Head" means the director of the using department of King George County or the General Manager of the King George County Service Authority.
- I.1.2 "Duly authorized representative" means any person authorized in writing by the department head to act for the department head in connection with this AGREEMENT
- I.1.3 "Purchasing Agent" means the Purchasing Agent of King George County whose duties and responsibilities are more particularly described in the King George County Purchasing Ordinance, or his or her designees, as duly authorized pursuant to the Purchasing Ordinance.
- I.1.4 "Services" and "Professional Services" shall be as defined in the King George County purchasing ordinance in effect at the time of the execution of this agreement.
- I.1.5 "Project" means the Professional Auditing Services for King George County, Virginia.
- I.1.6 "Contractor" shall mean:

Phone: () _____
Fax: () _____

I.2 CONTRACT PERIOD

Work under this Agreement will commence on the signature date of this Agreement, and remain in effect through June 30, 2010. By mutual agreement this Agreement may be extended for up to four (4) additional consecutive fiscal years without further competition, subject to any modifications as provided for in the Contract Documents.

I.3 COMPLIANCE WITH LAWS

The CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local government, which may in any manner affect the performance of this Agreement, including, without limitation, the King George County Purchasing Ordinance, the King George County and State of Virginia Building Codes, the King George County Zoning Ordinance, The Standards, Specifications and Regulations of the King George County Service Authority and the Code of Virginia. Copies of the Purchasing Ordinance, the Zoning Ordinance, and the County Code are available for inspection in the Purchasing Office and Department of Community Development.

This AGREEMENT is governed by the applicable provisions of the King George County Purchasing Ordinance, which is incorporated herein by reference. Procedures for contractual disputes, appeals and protests shall be governed by the Ordinance.

I.4 TAXES

King George County is exempt from excise taxation by virtue of exemption certificate No. 54-0716449. The Purchasing Agent will complete such documents as may be necessary for the CONTRACTOR to comply with applicable tax laws and regulations. The price or prices quoted here shall include all other federal and state, direct and indirect taxes which apply.

I.5 NOTICE

All communications and notices provided for herein shall be in writing, delivered personally or by certified mail, to the CONTRACTOR by name and address listed on the proposal; to the department head by name and address listed on the cover here and to the Procurement Manager, Suite 201, 10459 Courthouse Drive, King George, VA 22485.

I.6 NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR agrees as follows:

- I.6.1 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, creed, 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 CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause
- I.6.2 The CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.
- I.6.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- I.6.4 CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- I.6.5 The CONTRACTOR will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I.7 DRUG-FREE WORKPLACE

The CONTRACTOR agrees to (i) provide a drug-free workplace for the CONTRACTOR'S employees; (ii) 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 CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all

solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a CONTRACTOR in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

I.8 OTHER RESTRICTIONS

I.8.1 CONTRACTOR agrees that no employee or agent of the CONTRACTOR of any kind will possess or cause to be possess firearms and/or weapons and/or alcohol and/or illegal or controlled substances within 500 feet of King George County property and facilities except as required by private security employed by King George County or official public law enforcement..

I.9 PRICE AND SERVICES

Payment Amount:

The total cost for all services provided for under this AGREEMENT is _____ **Dollars (\$).**

COUNTY will pay CONTRACTOR _____ (\$) payable after successful completion of, and acceptance by King George County (in their sole opinion), of the work.

I.10 ADDITIONAL SERVICES

No services other than those described in the Contract Documents are authorized under this Agreement unless the services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

I.10.1 Additional Services, Time and Expenses

When Additional Services, Time and/or Expenses are required, the CONTRACTOR will prepare a “Design Change Order” describing the additional services and/or expenses, the cause of the additional services and/or expenses, the amount of increase or decrease of the AGREEMENT, and the amount of additional design time caused by the additional services and/or expenses. These services and/or expenses shall be reviewed and authorized by the by signing and returning the Design Change Order. The CONTRACTOR shall not proceed with additional services, time and/or expenses until the COUNTY authorizes them in writing.

I.11 QUALITY CONTROL AND INSPECTION

- I.11.1 The COUNTY, by its Procurement Manager, or any person whom he or she shall designate, shall have a right to inspect any services and/or products supplied by the CONTRACTOR in carrying out this AGREEMENT.
- I.10.2 The COUNTY does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this AGREEMENT.
- I.11.3. The CONTRACTOR shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this AGREEMENT up to the time of final acceptance by the COUNTY.
- I.11.4. Completed work not complying with the requirements of this AGREEMENT shall be rejected by the Procurement Manager and shall be corrected by the CONTRACTOR at no cost to the COUNTY.

I.12 DELIVERIES

Services shall be completed to the satisfaction of the COUNTY by the date specified in this AGREEMENT. Completed services not complying with the requirements of this AGREEMENT will be rejected by the Procurement Manager and shall be corrected by the CONTRACTOR at no cost to the COUNTY. In case of failure to complete services in accordance with the terms and conditions of this AGREEMENT, the COUNTY, after due oral or written notice, may perform the services and/or have the services performed and hold the CONTRACTOR responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of nonconforming services, they may be accepted and payment shall be made at a reduction in price determined by reasonable price concept. This remedy shall be in addition to any other remedy which the COUNTY may have.

- I.12.1 All plans or drawings will be prepared and submitted by CONTRACTOR to the COUNTY on 24-inch by 36-inch sheets. Working plans will be prepared in CAD format and are to be provided to the COUNTY as DXF files, compatible with AutoCAD LT.
- I.12.2 Upon completion of the construction of the Project, the CONTRACTOR shall, within thirty (30) calendar days following the final inspection, deliver to the COUNTY the CAD files, together with one set of reproducible mylars, and shall also provide the COUNTY with computer files (Word format) of the final specifications, bid documents and project manual.
- I.12.3. All documents, including but not limited to, CAD files, tracings, drawings, estimates, specifications, investigations and studies completed or partially completed, shall be the property of the COUNTY. The CONTRACTOR, its subcontractors, agents and employees shall be liable to the COUNTY for any loss or damage to any such documents while they are in the possession or while being worked upon by the CONTRACTOR or anyone connected with the CONTRACTOR. All documents so lost or damaged shall be replaced or restored by the CONTRACTOR at its sole expense.

I.12.4. All documents relating to this Project, including drawings and specification, are to be prepared by the CONTRACTOR. They are not represented to be suitable for use on other projects. The COUNTY agrees that, should it decide to reuse any such documents on any other project, the CONTRACTOR shall not be liable to the COUNTY for such reuse unless the CONTRACTOR under separate agreement with the COUNTY agrees to verify or adapt the documents to such other project.

I.13 RESPONSIBILITY FOR PROPERTY

The CONTRACTOR shall be liable for any loss or destruction of, or damage to, property of the COUNTY caused by the negligence or wrongful acts or omissions of the CONTRACTOR or the CONTRACTOR'S representatives, agents, or employees. Title and risk of loss or damage relating to the services provided by the CONTRACTOR shall be the responsibility of the CONTRACTOR until final acceptance by the COUNTY.

I.14 SECRECY OF COUNTY'S DATA

The CONTRACTOR shall not use or disclose to third parties any data, designs, or other information belonging to or supplied by or on behalf of the COUNTY, without first obtaining the prior written authorization of the COUNTY. Upon the COUNTY'S request, such data, designs, or other information, including all copies thereof, shall be returned to the COUNTY. Where the COUNTY'S data, designs, or other information are furnished to the CONTRACTOR'S suppliers for procurement of supplies for use in the performance of the COUNTY'S orders, the CONTRACTOR shall insert the substance of this provision in its orders.

I.14 ASSIGNMENT AND SET-OFF

This AGREEMENT shall be binding upon all successors, assigns, employees or other agents of the CONTRACTOR. The CONTRACTOR shall not delegate any duties, nor assign any rights or claims under this AGREEMENT, without prior written consent of the COUNTY (but in no case shall the consent relieve the CONTRACTOR from its obligations or change the terms of the AGREEMENT). The CONTRACTOR shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Purchasing Agent having first been obtained. All claims for monies due or to become due from COUNTY shall be subject to deduction by the COUNTY for any set-off or counterclaim arising out of this or any other of COUNTY'S purchase orders with the CONTRACTOR, or for any other liquidated debt from the CONTRACTOR to the COUNTY, whether or not any such assignment is made, and whether such set-off or counterclaim arose before or after any such assignment by the CONTRACTOR.

I.16 NON-INFRINGEMENT

To the extent that the services are provided relating to detailed designs not originated and furnished by the COUNTY, or by a process or method the use of which is not specifically directed by the COUNTY, the CONTRACTOR guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save the COUNTY and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. The CONTRACTOR shall defend, at its own expense, any action or claim in which such infringement is alleged, provided the CONTRACTOR is notified within a reasonable time of such action or claim against the COUNTY. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by CONTRACTOR was designed.

I.17 BANKRUPTCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the CONTRACTOR or in the event of the appointment, with or without the CONTRACTOR'S consent, of an assignee for the benefit of creditors or of a receiver, the COUNTY shall be entitled to cancel any unfulfilled part of this AGREEMENT without any liability whatsoever.

I.18 GOVERNING LAW AND VENUE; NO ARBITRATION OR MEDIATION

This AGREEMENT between the PARTIES evidenced hereby, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia. Venue for any action arising hereunder shall be in the state courts for King George County, Virginia. Nothing under this AGREEMENT shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from this AGREEMENT. The CONTRACTOR and COUNTY hereby waive any and all rights to arbitration under the laws of Virginia, the United States, or otherwise.

I.19 INDEMNIFICATION

The CONTRACTOR shall save, defend, hold harmless and indemnify the COUNTY, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including the CONTRACTOR'S employees, of whatsoever nature or kind to the proportionate extent arising out of, as a result of, or in connection with such performance caused by the negligent actions or omissions of the CONTRACTOR, its employees, agents, subcontractors, or representatives. Without in any way limiting the foregoing, the CONTRACTOR and its subcontractors shall maintain public liability and property damage insurance as provided in Exhibit 3, and shall maintain Workman's Compensation insurance as required by law covering all employees performing under this AGREEMENT.

I.20 LIMITATION OF LIABILITY

The COUNTY'S liability shall be limited to the unpaid balance of amounts due under this AGREEMENT, and in no event shall the COUNTY be liable to CONTRACTOR for indirect, incidental, consequential or special damages.

I.21 DEFAULT

The COUNTY may, subject to the provisions below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this AGREEMENT in any one of the following circumstances:

I.21.1 If the CONTRACTOR fails to make delivery of the supplies or to perform the work within the time specified here or any written extension; or

I.21.2 If the CONTRACTOR fails to perform any of the other provisions of this AGREEMENT, or so fails to make progress so as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these two circumstances does not cure the failure within a period of ten (10) days (or other such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying the failure.

In the event the COUNTY terminates this AGREEMENT in whole or in part is provided herein, the COUNTY may procure, upon the terms and in the manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated, and the CONTRACTOR shall be liable to the COUNTY for any excess costs for such similar supplies or service: provided, that the CONTRACTOR shall continue the performance of this AGREEMENT to the extent not terminated under the provisions of this clause.

The CONTRACTOR shall not be liable for any excess costs if acceptable evidence has been submitted to and is deemed sufficient by the Purchasing Agent to establish that failure to perform the AGREEMENT was due to causes beyond the control and without the fault or negligence of the CONTRACTOR

I.22 TERMINATION FOR THE CONVENIENCE OF THE COUNTY

This AGREEMENT may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the COUNTY'S best interest. Any such termination shall be effected by the delivery to the CONTRACTOR of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance under the AGREEMENT is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the CONTRACTOR shall stop all performance, cancel orders for parts and terminate Subcontractor's as of the date specified in the notice; and accept no further orders from the COUNTY. However, any authorized work not delivered as of the date of termination shall be delivered as required herein.

I.23 FORCE MAJEURE

Neither the CONTRACTOR nor the COUNTY shall be responsible for damages or delay in performance caused by conditions beyond their control including, but not limited to, Acts of God, wars, and natural disasters. In any such event, CONTRACTOR'S fee and schedule shall be equitably adjusted.

I.24 OWNERSHIP & CONFIDENTIALITY OF GOODS AND SERVICES

CONTRACTOR acknowledges that COUNTY will be sole and exclusive owner of all goods and services produced under this AGREEMENT, including but not limited to tangible items, writing, drawings, plans, images, intellectual property and data compilations of any form whatsoever, shall be the exclusive and sole property of COUNTY and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

Further, CONTRACTOR agrees that all information provided to and by COUNTY pursuant to this AGREEMENT is private, confidential and proprietary and shall be the exclusive and sole property of COUNTY and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

I.25 EXCLUSIVITY OF SERVICES/CONFLICT OF INTEREST

During the course of this Project, CONTRACTOR agrees that it will not provide any services, goods and or any other consultation of any kind to any other entity working on this Project, at anytime, including but not limited to the Architects, Engineers, and Builders.

I.26 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, or any other provision of state or federal law regarding the employment of aliens.

I.27 OFFICIAL NOT TO BENEFIT

CONTRACTOR certifies that to the best of his knowledge no COUNTY official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit relating to this AGREEMENT. If such a benefit has been received or will be received, this fact shall be immediately disclosed to the COUNTY Procurement Manager. Failure to disclose the information prescribed above may result in rescission of this AGREEMENT, or affect payment pursuant to the terms of the AGREEMENT.

Whenever there is reason to believe that a benefit of the sort described in the paragraph above has been or will be received in connection with this AGREEMENT that the CONTRACTOR has failed to immediately disclose, or has inadequately disclosed it, COUNTY as a prerequisite to payment pursuant to the CONTRACTOR, or at any time may require the CONTRACTOR to furnish, under oath, answers to any interrogatories related to such possible benefit.

EXHIBIT 2

INSURANCE

The CONTRACTOR will be required to provide evidence of the minimum coverage's listed on the following Insurance Coverage Checklist. No AGREEMENT shall be finalized and no work shall commence until the BANK insurance requirements are met.

KING GEORGE COUNTY INSURANCE CHECKLIST

Items marked "x" are required to be provided if award is made to your firm. See specification section entitled "General Insurance Requirements". Contractor's Insurance Agent shall check mark **yes** or **no** as to availability of insurance. Note: If you have answered **no** to any of the requirements, please provide written explanation on a separate sheet.

COVERAGE REQUIRED

LIMITS (FIGURE DENOTES MINIMUM)

Yes No

<u>X</u>	___	1 Workers' Compensation & Employer's Liability	1. Statutory Limits of the Commonwealth of Virginia
___	___	- Admitted in Virginia	Yes
___	___	- Employer's Liability	\$100,000.00
___	___	- All States Endorsement	Statutory
___	___	- USL&H Endorsement	Statutory
___	___	- Voluntary Compensation	Statutory
<u>X</u>	___	2. General Liability	2. Combined
___	___	- Products	Single Limit Bodily
___	___	- Completed Operations	Injury and Property
___	___	- Contractual Liability	Damage Each Occurrence
___	___	- Personal Injury	\$1,000,000.00
___	___	- Independent Contractors	
<u>X</u>	___	3. Automobile Liability	3. Combined
___	___	- Owned, Hired, & Non-Owned	Single Limit Bodily
___	___	- Motor Carrier Act End.	Injury and Property
			Damage each occurrence
			\$1,000,000.00
___	___	4. Professional Liability	4. Professional Liability
			\$1,000,000.00
___	___	5. Fire Legal Liability	
___	___	6. Other Insurance	
___	___	7. County and Authority named as additional insured on Auto Policies (This coverage is primary to all other coverage the Authority may possess)	
___	___	8. 30-day cancellation notice required	
___	___	9. Best's Guide Rating – A:VI or Better, or Equivalent	
___	___	10. The certificate must state Bid/RFP No. and Bid/RFP Title	
___	___	11. Umbrella Liability	

BANK AND INSURANCE AGENT STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full.

BANK

SIGNATURE

INSURANCE AGENCY

SIGNATURE