

Procurement Department

T: (703) 335-8925 / F: (703) 335-7954

REQUEST FOR PROPOSAL (RFP)

Date: December 5, 2011

SOLICITATION NUMBER: **RFP SA 1211**

PROCUREMENT: **Electronic Approval Workflow Software**

PROPOSAL DUE DATE/TIME: Thursday, January 12, 2012

SUBMIT PROPOSALS TO: *(Please provide: 1 Original and 5 Copies, for a total of 6 proposals.)*

MAILING ADDRESS:

Prince William County Service Authority
Procurement Department
Attn: Laura Marshall
P.O. Box 2266
Woodbridge, VA 22195

STREET ADDRESS:

Prince William County Service Authority
Procurement Department
Attn: Laura Marshall
4 County Complex Court
Woodbridge, VA 22192

Please direct contractual questions concerning this proposal, in writing only, by email or fax to: Laura Marshall, purchasinggroupemail@pwcsa.org; Fax Number: (703) 335-7954; no later than **Friday, December 16, 2011 at 12:00 noon (local time).**

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

Company Name

Authorized Signature

Date

Name Printed

Phone Number

Fax Number

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: Electronic Approval Workflow Software
 RFP Number: RFP SA 1211
 Due Date/Time: Thursday, January 12, 2012 at 2:00 PM (Local Time)

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company: _____	Contact Person: _____
Address: _____	Title: _____
_____	Telephone No: _____
Remittance _____	FAX No: _____
Address: _____	Email: _____

Indicate Which: Corporation ☐ Partnership ☐ Sole Prop. ☐
 Minority Owned/Controlled Bus. Yes ☐ No ☐ Small Bus. Yes ☐ No ☐

Organized under the laws of the State of _____
 Principal place of business at _____
 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 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 offer 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 Request for Proposal and certify that I am authorized to sign for the Offeror.

_____ Signature	_____ Date
_____ Name (Printed)	_____ Title

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL SUBMISSION

PURPOSE: The Service Authority is seeking to acquire document workflow software that can be used across a variety of administrative processes within the operations of a water and wastewater utility. In addition, this solicitation will also require for the implementation of such software solution in multiple phases, with such work being performed on a task order basis for each phase or multiple phases as a single engagement (the 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 Contractor to complete any of the Work included in this RFP.

The Contractor shall provide comprehensive, when requested and mutually agreed to, licensing and support services as well as, other services related to the document workflow software solution.

Procurement Rule and Definitions

The 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 material deviation from which shall not be waived by the Authority. A deviation is material if, in the Authority’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory conditions requirements.

The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in being considered as not in the best interest of the Authority.

To be considered for an award, the Offeror must agree to abide by each mandatory requirement included in this RFP.

Definitions

- A. The term “**Authority**” and “**Owner**” refers to the Prince William County Service Authority.
- B. The term “**Contractor**” means an Offeror that is awarded a contract as a result of this Request for Proposals.
- C. The term “**day(s)**” shall mean calendar days, unless otherwise specified.
- D. The term “**dollar**” and the symbol “**\$**” mean United States of America dollars.
- E. The term “**Offeror**” means the entity making an offer to the Authority in response to this Request for Proposals.
- F. The term “**Proposal**” means a binding offer made by an Offeror to the Authority in response to this RFP.
- G. The term “**RFP**” means this Request for Proposals.
- H. The term “**CPM**” means Critical Path Method.
- I. The terms “**you**” and “**your**” mean the same as the term “**Offeror**”.
- J. The term “**Timely**” means to achieve imposed deadlines.
- K. The term “**Completeness**” means to provide all parts of work assigned.
- L. The term “**Work assigned**” refers to the work outlined in a Task Order.

- M. The term “**Accuracy**” means conformity to and correct representation of requirements.
- N. The term “**Schedules**” refers to timelines imposed by the project.
- O. The term “**Deficient Contractor work**” refers to erroneous interpretation of requirements, missing deadlines, and other factors.
- P. All references to “**a time of day**” are references to the time in Prince William County, Virginia, USA.
- Q. The term “**Task Order**” refers to “**Project Agreement**” or other authorization agreement.

Work to be Authorized by Task Order

A detailed Task Order shall be required for any Work under a contract resulting from this RFP. As potential tasks arise, the Authority will discuss the scope of work with the Contractor and request a written proposed Task Order. Upon approval of the Task Order by the Service Authority, the Contractor will be issued a signed Purchase Order which shall incorporate all terms, conditions and provisions by reference. No work is approved by the Authority until a signed purchase order is received by the Contractor. Work performed prior to receiving a Purchase Order shall be at the risk of the Contractor.

Approval of individual Task Orders under the Agreement shall be in accordance with the Code of Virginia and the Authority's Purchasing Regulations and may require the approval of the Service Authority's Board of Directors.

The procedure for Task Orders shall be as follows:

- A. The Contractor shall be notified by the Service Authority of the specific task to be performed, whereupon the Contractor and the Service Authority shall mutually formulate a Task Order for each task.
- B. The Contractor shall draft the Task Order, which shall include but is not limited to, the following:
 - 1. Description: A detailed description of tasks (services) to be performed;
 - 2. Performance period: Task-by-task start date, any applicable milestones, completion date, and total estimated days for project completion;
 - 3. Staffing requirements: The estimated staffing, number of man hours for each, direct labor costs and other direct costs (reimbursable expenses) associated with the accomplishment of the Task Order;
 - 4. Cost Proposal: The anticipated cost ceiling for the specific task or, a lump sum fee to cover fully the services required;
 - 5. Duties and responsibility: A list of any materials or information required from the Service Authority in an effort to perform the tasks; and
 - 6. Reports and deliverables.

7. Billing Requirements.

Non-Exclusive Agreement

The Service Authority reserves the right to contract other Professional or Software firms as Consulting Engineers. Nothing in this RFP or the resulting agreement alters or cancels the terms and conditions or prior agreements for Software or other Professional Services between the Service Authority and any other firms.

The selection of one 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 tests or 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.

Inspection and Acceptance

All Task Orders shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the deliverables are approved as acceptable by the Service Authority in writing. In the event of rejection of the Work, the Contractor shall be notified in writing and shall have ten (10) working days from date of issuance of notification to correct the deficiencies and resubmit the report/deliverable. Failure to submit acceptable work within the ten (10) days shall constitute a breach of the contract for which the Contractor may be held in default.

SECTION I - SCOPE OF WORK

Statement of Work

1.1 General

The Service Authority requires an enterprise document management, approval, imaging and workflow solution that provides functionality for document image capture, indexing, storage, retrieval, display and distribution (via print, fax or e-mail).

Background

The Service Authority (SA) was created by a resolution of the Board of County Supervisors of Prince William County, Virginia on January 11, 1983. The Authority is chartered by the State Corporation Commission and is an independent public body responsible for providing a comprehensive County-wide drinking water and water reclamation system. The management of the Authority is vested in an eight-member Board of Directors that is appointed by the Board of County Supervisors. The Service Authority's Board appoints the General Manager, who is responsible for the daily management of the Service Authority. The Service Authority operates on a fiscal year of July 1st to June 30th.

The County is located approximately 25 miles southwest of Washington, D.C. and is an integral part of the Washington metropolitan area. The service area of the Service Authority is traversed by two major interstates providing access to the metropolitan area and surrounding jurisdictions. The Service Authority is located in one of the fastest growing counties in the Country.

In FY 2012, PWCSA employed 277 employees and employed an additional 30+ seasonal/intern employees during the summer months. PWCSA's organizational structure contains the following Divisions: Administrative (Executive Management), Communications, Information Technology and Human Resources (HR), Finance (including Customer Service Department and Accounting Department), Engineering and Water Reclamation, Budget and Management (Procurement and Warehouse Department), and Operations and Maintenance.

The Information Technology department is headed by Mr. Jim Pflugshaupt, Director of Information Technology. Information Technology assists all divisions with information technology and office system support. Currently supported are over 250 Dell desktop and laptop PC's running either Windows XP or Windows 7.

The Information Technology department also operates a Local Area Network that consists of 2 IBM AIX UNIX servers and 25 Microsoft Windows 2003/2008 servers running on IBM Hardware. Most of the applications are operating in an Oracle 10G database environment. The Service Authority also maintains an internet website for its customers and an organizational intranet for employee use. Among other various software packages, the Information Technology department maintains major enterprise wide applications: Cayenta Customer Information System for utility billing and customer relationship management, Hansen Asset Management, Work Order and Utility Permitting Systems, GIS, SCADA and JD Edwards Enterprise One Enterprise Resource Planning (ERP) for accounts payable, accounts receivable, general accounting, fixed assets, inventory, purchasing modules as well as the workforce management (HR) module for basic HR and payroll functions.

The offeror must describe how the proposed solution meets the Product Requirements outlined in sections 1.2, 1.3 and 1.4 below.

1.2 ELECTRONIC WORKFLOW SOFTWARE Implementation Requirements:

Solution Technology:

The Service Authority has identified the following ELECTRONIC WORKFLOW SOFTWARE target technology platform objectives.

1. **Server Hardware Platform:** A Windows 2008 server platform will be required.
2. **Server Operating System:** Current Service Authority version of Windows 2008 operating system will be considered.

3. **Computing Environment:** The computing environment must interface with the Authority's current PC desktop environment and be web-browser based. The solution must provide the ability for remote access. Remote access for employees is required at go-live and for customers in the future.
4. **Data Base Environment:** Current Service Authority support version of Oracle 10g and above.
5. **Client User Interface:** Web-based browser solution is preferred for general system use. However, the system shall allow for efficient and high volume data access through keypads, hot keys, etc. where using a mouse for navigation is not required.
6. **Product Application Language:** The Authority is open to 4th Generation Language, Business Language or Object Oriented Language.
7. **Development Environment:** The Authority is concerned with the product's development environment, i.e., development workbenches or some form of automated development tools to facilitate product maintenance and enhancements. If the development environment will be located on the Service Authority's equipment, it must be kept separate from the production and test environments.
8. **JD Edwards Integration:** Product must seamlessly integrate with JD Edwards Version E9.0 and above.
9. **Application Approach:** The Service Authority is not seeking a custom developed solution or extensive product customization. The Service Authority is seeking a proven product solution with minimal modifications.
10. **Ongoing Support/Help Desk:** The Service Authority requires the Vendor to support the solution with regular releases and second tier help desk support within an annual maintenance and support agreement. The Vendor should provide options for support including 24 by 7, 8 by 5, etc., and the ability to switch between levels of support as required.
11. **Ongoing Operation:** The Service Authority will only consider an in-house solution.
12. **Support/User Manuals:** The Vendor will provide updated paper and electronic copies of user and technical manuals on a regular basis. Complete documentation on changes incorporated in each release will be provided.

13. Complete Solution:

The Service Authority will consider a proposed solution that encompasses all components required for a successful installation of the system and ongoing operation. The Service Authority prefers a prime contractor to supply all components (hardware, software, services, etc.).

The Service Authority expressly states that it will not “beta test” any of the Vendors hardware or software, and all applications must be proven technologies and in use by its customers.

The proposed solution may include: server hardware and software, a relational database management system, network connectivity, client desktop hardware and software, application software, installation services and ongoing support. These areas are further discussed in the following paragraphs.

14. Server Environment:

It is important for the offeror to understand that the proposed hardware solution must be adequate to support required processing requirements and response times. To ensure that the offeror does not undersize the hardware in an attempt to limit the cost of the proposal, specific performance clauses and performance bonds may be associated with the contract.

The Service Authority understands that many product vendors are not hardware resellers and require the customer to work directly with their hardware vendor of choice. In order to obtain a total picture of the proposed solution, the Service Authority is requesting the product offeror, even if their proposal is not primary vendor based, to obtain the appropriate configuration and pricing from a hardware vendor. Although the Service Authority prefers a prime contractor, it is not requiring the product offeror to act as a prime contractor and, if necessary, entering into separate agreements as required.

The Offeror must identify all server hardware, software and services required to implement and operate the proposed solution component.

15. Rdbms Software:

As applicable, the Service Authority is requiring the solution component utilize an Oracle 10G or better relational data base technology. It expects this technology to support the definition of objects and the promotion of relationships between objects.

Given this technology, the new system must provide a mechanism by which information can be accessed, manipulated, reported on, or simply queried. As a result, the proposed solution must provide a facility to easily support user queries and reporting.

Once again, while the Service Authority prefers a prime contractor to supply all components, the Service Authority understands that many product vendors are not database resellers and require the customer to work directly with the database

vendor of choice. In order to obtain a total picture of the proposed solution, the Authority is requesting the product offeror obtain the appropriate software configuration and pricing from the database vendor. Although the Service Authority prefers a prime contractor, it is not requiring the product offeror to act as a prime contractor and, if necessary, entering into separate agreements as required.

The Offeror must identify all RDBMS modules required to implement and operate the proposed solution component.

16. Client Environment & Connectivity:

The Authority is not interested in a stand-alone solution, but rather one that utilizes the existing network, and desktop environment. A driving concept for the Authority is empowerment of users through the availability, access, and control of computing power within their client environment.

The Offeror must identify the client hardware and software configuration required to implement and operate the proposed solution component. The vendor will not provide desktop or connectivity hardware or software. However, the offeror will allow for installation services to assist the Service Authority in installing the required client environment.

17. Product Offering:

The Service Authority is interested in pursuing proven product solutions that require a minimum level of modification. The Service Authority will focus on meeting critical Authority-based requirements with product modifications as required and will adapt the business to the product where necessary.

Any proposed product must provide a flexible structure and development environment that will allow for system enhancements in a timely and cost effective manner. This is imperative in order for the Authority to keep pace with its rapidly changing business environment and customer requests for new services, products, and programs.

The offeror must identify all product modules required to support the proposed solution. The Service Authority is only interested in the option of installing the offeror's latest production version. The Service Authority will consider what versions are available for future (post go-live) for installation.

18. Installation Services:

The proposed solution must include a work plan identifying activities and resources required for successful installation of the proposed solution component. The Service Authority will provide management, technical, and user resources to be involved in the project effort based on the offeror's installation approach and associated activities. Complete installation costs for all solution components must be provided.

19. Ongoing Support:

At a minimum, the proposed solution components must include information and costs associated with all aspects of on-going product support and maintenance activities for the life of the product at the Service Authority. Offeror should define the warranty period and if support costs are applicable during the warranty period. The Authority expects the vendor to provide on-going support including: help desk, product fixes, product enhancements, and regular product releases based on a defined ongoing maintenance fee. Complete maintenance, support, operational costs and response times for all solution components must be provided. All hardware related maintenance must be performed on-site at the Authority's office. Warranty and support agreement will begin upon the Authority's final acceptance of the solution.

20. Additional Business & Technology Solutions:

Although the Service Authority will focus on the selection of an integrated solution that ensures full ELECTRONIC WORKFLOW SOFTWARE functionality and flexible and efficient data access, there is interest in exploring additional business and technology solutions. Offeror's may elect to submit information detailing other systems, which may be integrated, with the ELECTRONIC WORKFLOW SOFTWARE solution to provide enhanced levels of automation, operation and service.

The Service Authority may elect to pursue these additional business and technology areas with the Business Finalist for inclusion in the solution and the Business Finalist Best & Final offer. As stated elsewhere in this RFP, the Service Authority requires easy access to data normally achieved through a Data Mart. However, the Authority would like the Offeror, if applicable, to suggest alternative methods to access data for desktop applications and reporting purposes.

1.3 Inspection and Acceptance:

- A. All work shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the services are approved as acceptable by the Contract Administrator. In the event of rejection of any work, the Offeror shall be notified and shall have ten (10) calendar days from date of issuance of notification to correct the deficiencies and resubmit the Work, for acceptance by the Service Authority. The Offeror shall continue to correct defects as necessary to ensure that all issues are resolved during testing.
- B. The Service Authority will pay the Offeror upon acceptance of completed deliverables in accordance with the payment schedule included in any contract resulting from this RFP and reserves the right to withhold payment until any deficiencies are corrected.

1.4 Product General Requirements:

Proposed solution(s) shall include, but is not limited to, integrated workflow software that provides easily implemented and user-friendly automation of document-centric work processes, as well as the following minimum (must have) capabilities:

1. A document management, imaging and workflow solution that is capable of integrating with the existing system and version: JD Edwards Enterprise One v9.0 or better, Microsoft Outlook 2010, or better and current Service Authority applications.
2. Intuitive user interface and easy to use web-based client which requires minimal training.
3. Streamline the processing of documents and information through a structured and controlled workflow, which translates into a reduced workload for Service Authority employees on an aggregate basis because of the reduction of manual workflow.
4. Workflow controls must include approval routes, approval delegation and security profiles controlled by an administrator, with read-only and read-write abilities based on established user profiles.
5. Automated workflow process should include email notification of documents pending approval and other document statuses if opted by end-users.
6. Logging of each document's history including workflow audit tracking.
7. Easy to find documents needed based on full text search and index methods.
8. Ease of use in scanning/importing documents into system including use of bar codes.
9. Integrate with an imaging system, made up of a high-speed scanner and imaging software, to scan backup documents, i.e. hardcopy vendor invoices and packing slips. Must be able to support multiple scanning stations and scanner types.

10. Ability to capture scanned documents and texts with optical character recognition (OCR).
11. Search results should highlight term in returned documents.
12. Ability to easily print, fax or email documents. Emailed documents should have option of using PDF format.
13. Users should be able to access the same document at the same time.
14. Unlimited configurable fields for data capture.
15. Ability to create OCR templates that simplify the data entry process for frequently entered invoices.
16. Support multiple file formats (.pdf, .tiff, .doc(x), .txt, etc.).

1.5 Accounts Payable Invoice Workflow:

1. Streamlined voucher data entry within JD Edwards while viewing the invoice.
2. Provides an audit trail of process AP workflow.
3. Application processes are consistent with industry standard internal financial control practices and procedures.
4. Reporting capabilities to include statistics by end-user, vendor, and general ledger account codes, or dates.
5. Automate 2- and 3-way matching of PO-based invoices through a streamlined workflow.
6. Solution can be launched from within JD Edwards and from web browser.
7. Automatically capture invoice attributes during imaging as associated document metadata.
8. Ability to track where an invoice is in the payment process.

9. End-user access to approval and payment status information for applicable invoices.
10. Document Management to include the ability to capture inbound e-mails and attachments, faxes, scanned images, existing electronic documents, various paper documents (including invoices, receiving tickets, Purchase Orders, etc.) and submit them directly to workflow for processing.
11. Provide instant and simultaneous document access to users from within the JD Edwards Accounts Payable application.
12. Administration of user profiles for different access levels (hierarchical approvals, access to read-only vs. ability to modify documents).
13. Rules based department approval such as: Amount, Department, and General Ledger (GL) Account.
14. Capable of permanently associating all scanned paper-based documents and electronic documents with the assigned Purchase Order and voucher records in JD Edwards.
15. Support for both standard and project-based accounting.
16. Must be implemented by June 30, 2012 (FY 12' Business Goal).

1.6 Procurement Workflow:

1. Must be implemented by June 30, 2012 (FY 12' Business Goal).
2. Ability to route, edit and approve the following document types of Procurement Forms, but not limited to; SOW, RFP, RFQ, Contracts, etc.
3. Ability to track the status of the RFP, Contract, or document from draft to Contract completion.
4. Ability to create different templates for different types of RFP's, such as Services, Construction, A&E, General Consulting, etc.

5. Ability to search old/historical Contracts, documents and use as reference in creating a new Contract or document type.
6. Ability to set priorities and to change priorities (Tiered priority based on type, date, special flags).
7. Ability to save different versions and compare the changes to each.
8. Ability to select different standard components such as text for MBE, Non-compete, and other standard compliance verbiage.
9. Flexible workflow that can be configured based on various rules and exception overrides to accommodate bypassing approvals and/or escalating an approval.
10. Ability to add and maintain notes on document tracking system.
11. Ability to assign and track a user defined identification associated with documents.
12. Ability to scan documents and attach them to an electronic file.
13. Ability to secure information by user-defined criteria.

1.7 Create Workflow and Digitize the Following Forms:

The proposed solution should have the ability to digitize the following forms:

1. Human Resource Department Forms:

- Personnel Action Forms (PAF). Any change related to title, salary, dept. transfer, promotion, termination, etc is documented on a PAF.
- Request to Advertise
- Request to Interview
- Request to Hire
- Travel Request
- Request to Reclassify
- Wellness Reimbursement

2. Financial Forms:

- **Fixed Asset Disposition Form:**
 - End-User can easily see what stage of the process the disposal is in.

- This is particularly helpful when an asset is eligible to be sold or traded-in.
- Notify all relevant parties of the asset disposition.
- Serve to reduce duplicate efforts (multiple forms completed for the same asset).

NSF Return Check Process:

- Eliminate the need to manually log the receipt and processing of the check.
- Potentially decrease the time it takes for the cashier to be notified of the return.
- Serve to eliminate risk of NSF checks being erroneously omitted due to human error, thus improving turn-around time for NSF processing.

Training/Travel Request Forms (TTRF):

- Employees easily track the status of their TTRF.
- A/P in workflow form which would help to ensure timely payment of class registration and pre paid requests.
- Improve ability to ensure that TTRF reconciliations are completed timely.

END OF SECTION I

SECTION II - TERMS AND CONDITIONS

2.1 Term of Agreement:

- A. Initial Term. Subject to the termination provisions contained in the contract, the initial term of any ensuing contract(s) shall be 1 year from the effective date of the contract.
- B. Option to Renew. The contract between the Authority and the awarded Contractor may be renewed for an additional four (4) one year periods at the sole option of the Authority. Written notice of the Service Authority's intention to renew shall be given 120 days prior to expiration date of each contract period.
- C. Any renewal is preconditioned upon documentation that all ordered services conform to the contractual requirements having been timely received or performed and accepted by the Authority.

2.2 Coordination: The Contractor may be expected to work with the Owner's other Contractors, who may be involved in various other aspects of related project work, as directed by the Owner. The Contractor will also work closely with the Owner's staff and members of the Owner's legal advisory team.

2.3 Key Contractor Personnel: In submitting a proposal, the Offeror is representing that each person listed or referenced in its proposal shall be available to perform the services described for the Authority, barring illness, accident, or other unforeseeable events of a similar nature in which case the Offeror must be able to promptly provide a qualified replacement. In the event the Offeror wishes to substitute personnel, the Offeror shall propose a person with equal or higher qualifications and each replacement person is subject to prior written Authority approval. In the event the requested substitute person is not satisfactory to the Authority and the matter cannot be promptly resolved to the satisfaction of the Authority, the Authority reserves the right to terminate the contract for cause.

The Contractor shall be responsible for providing office space for all personnel throughout the performance of this contract.

2.4 Independent Contractor: If awarded a contract, the Offeror shall provide the services required herein strictly under a contractual relationship with the Authority and shall not be, nor construed to be an agent or employee of the Authority. As an independent Contractor, the Offeror shall pay any and all applicable taxes required by law; shall

comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Offeror shall be responsible for all income tax, FICA, and any other required withholdings from its employees' or subcontractor's wages or salaries. Other expenses and/or benefits, such as but not limited to, health and life insurance, retirement, liability/risk coverage, and workers and unemployment compensation shall be solely the Offeror's responsibility.

- 2.5** The Offeror shall hire, compensate, supervise, and terminate members of your work force. The Offeror shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
- 2.6** The Offeror shall not be exclusively bound to the Authority and may provide services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the Authority.

---END OF SECTION II---

SECTION III - ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

3.1 Proposed Schedule:

The following dates are proposed by the Prince William County Service Authority (“Authority”); however the dates and times may be changed as the needs of the Authority change. Please ensure that you stay informed on the dates and times.

- A. RFP release date – Monday, December 5, 2011
- B. Final date to receive written questions- Friday, December 16, 2011 @ 2:00 p.m. (local time)
- C. Release date for answers to written questions – Wednesday, December 21, 2011
- D. RFP closing date – Thursday, January 12, 2012
- E. Offeror presentations, if requested – TBD
- F. Award of Contract – TBD

3.2 Delivery of Proposals:

- A. Your proposal (offer) shall be sealed and delivered to:
Prince William County Service Authority
Procurement Department
Attn: Laura Marshall
4 County Complex Court
Woodbridge, VA 22195
- B. Clearly mark each proposal package with the RFP number, closing date and time, and the Offeror’s name and address. Failure to clearly mark each proposal package with this information may cause the Authority to open the proposal package before the proposal due date and time. If the proposal package is opened due to lack of markings, it shall be resealed and opened at the official RFP opening. In response to this RFP should submit one (1) original, marked “ORIGINAL,” and five (5) copies, each marked “COPY,” (6 complete proposal packages).
- C. It is solely the Offeror’s responsibility to ensure that the proposal package is delivered to and accepted by the Authority’s Procurement Department at the above specified address prior to the official proposal due date and time. A proposal will not be considered for award if received in the Authority’s Procurement Department after the official due date and time regardless of when or how it was received by the Authority’s Procurement Department.

Note: Please ensure that if you use a third party carrier (USPS, Fed-X, Airborne, UPS, etc.) that it is properly instructed to deliver your proposal package **only** to the address above.

Facsimile (fax) or electronic submissions will not be accepted.

3.3 Questions Concerning RFP:

- A. Questions concerning any portion of this RFP should be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this RFP. **Questions are due by: (Insert Date) XX, 2011 at 12:00 noon local time.**

Mark subject line or cover page or envelope: "**Questions on RFP SA 1211**".

- B. Submit questions to:
Laura Marshall
purchasinggroupemail@pwcsa.org or
Fax Number: 703. 335.7954
- C. Failure by an Offeror to ask questions or request changes by the dates indicated above shall constitute the Offeror's acceptance of all of the terms, conditions and requirements set forth in this RFP.
- D. No answers given in response to questions submitted shall be binding upon this RFP unless released in writing as an addendum to the RFP by the Authority.

3.4 Offeror's Responsibility/Clarification and Addenda:

- A. While the Authority has used considerable efforts to ensure an accurate representation of information in this RFP, each prospective Offeror is urged to conduct its own investigations into the material facts and the Authority shall not be held liable or accountable for any error or omission in any part of this RFP.
- B. It is incumbent upon each Offeror to carefully examine these requirements, specifications, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information should be made in writing [fax: 703.335.7954]; e-mail: purchasinggroupemail@pwcsa.org to Laura Marshall. The Authority will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- C. If the Authority revises (amends) this RFP, the Authority Purchasing Department will post the addendum on the Procurement page of Authority's website www.pwcsa.org. You should acknowledge each addendum in your proposal. Failure to acknowledge each addendum may prevent your proposal from being

considered for award. **It is solely your responsibility to ensure that you have reviewed each addendum to this RFP before submitting your proposal.**

- D. An Offeror, by submitting a proposal represents that the Offeror has read and understands the Request for Proposal material and the proposal is made in accordance with the RFP documents, and, that the Offeror is familiar with the local conditions under which the awarded Offeror and proposed services and products must perform.
- E. Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Authority upon which the Offeror will rely. If the Offeror receives an award because of its proposal, failure to have made such investigations and examinations will in no way relieve the Offeror from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Offeror for additional compensation or relief.

3.5 Restricted Discussions:

- A. From the date of issuance of the RFP until final award, the Offeror shall not discuss the RFP or any part thereof with any employee, agent, or representative of the Authority except as expressly authorized by the Authority point of contact for this proposal. Violation of this restriction may result in rejection of the Offeror's proposal.
- B. No negotiations, decisions, or actions shall be initiated or executed by the Offeror as a result of any discussions with any Authority employee. Only those communications that are in writing from the authorized Authority representative identified above shall be considered pertinent to this RFP. Only communications from the Offeror that are signed and in writing will be recognized by the Authority as duly authorized expressions / offer on behalf of the Offeror.

3.6 Proposal Package:

- A. See Section IV: Submittal Requirements for additional requirements.
- B. The proposal forms shall be manually signed by an official authorized to legally make the offer to the Authority and bind the Offeror to the offer's provisions.
- C. If you elect to submit more than one proposal, then each proposal shall be submitted as set forth in Section IV, Submittal Requirements.

- D. The proposal package must be complete, self-sufficient, and respond directly to the requirements of this RFP document.

3.7 Withdrawal of Proposal:

- A. You may withdraw your proposal or modify it at any time prior to the official opening date and time. You shall be required to produce photo identification that satisfies the Authority prior to withdrawal or modification of your proposal. Negligence upon your part in preparing your proposal confers no right of withdrawal after the time fixed for the submission of proposals.
- B. 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. No Offeror who is permitted to withdraw its 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.
- C. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of proposals, or to cancel awards or contracts based on proposal mistakes, shall be supported by a written determination made by the Purchasing Manager. If the Purchasing Manager denies the withdrawal of your proposal, he/she shall notify you in writing stating the reason for the decision.

3.8 Presentations/Post Closing Discussions:

- A. The Authority, at its sole discretion, may ask any responsive Offeror to make an oral presentation and/or demonstration without charge to the Authority. The Authority reserves the right to require any Offeror to demonstrate to the satisfaction of the Authority that the Offeror has the managerial, fiscal and technical abilities to furnish the service(s) as proposed. The demonstration must satisfy the Authority, and the Authority will be the sole judge of compliance.
- B. It is the Authority's intent to commence final contract negotiations with the Offerors deemed most advantageous to the Authority in accordance with the evaluation criteria specified elsewhere within this RFP. The Authority reserves the right, however, to conduct post-closing discussions with any Offeror(s) who have a realistic possibility of contract award including request for additional information, and request for "best and final" offers.
- C. Offerors are cautioned not to assume that they will be asked to make a presentation and should include all pertinent and required information in their original proposal package.

3.9 Minor Irregularities:

- A. The Authority reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the Authority. Minor irregularities are defined as those that have not adverse effect on the 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.

3.10 Proposal Acceptance / Rejection:

- A. The Authority reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing Offerors. The Authority reserves the right to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal, which in the judgment of the proper officials, is in the best interest of the Authority.

3.11 Evaluation Criteria:

- A. The Procurement Officer listed in Section 3.4 is responsible for the selection process and will be the sole point of contact for all Offerors. In addition to the materials provided in the written responses to this RFP, the Authority may utilize site visits and/or may request additional material, information, presentations or references from the Offeror(s) submitting proposals.
- B. For this RFP, the Authority will appoint a selection committee to review and evaluate all proposals received. In turn, the selection committee will make its recommendation for selection of a firm to the approving authority.
- C. The selection committee will base the initial and final evaluation on the criteria listed below.
- D. Attendance and participation at the pre-proposal conference will also be considered in the evaluation process.
- E. Each proposal shall also be evaluated on how well the Offeror followed directions on preparing and submitting the proposal package.

The following criteria, not necessarily listed in order of importance will be used to evaluate the submissions. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet.

Evaluation Criteria	Maximum Point Values
---------------------	----------------------

1	Software Fulfillment of Service Authority Requirements	40
2	Project Team's Experience with Similar Projects (incl. References)	15
3	Offeror/Software Firm's Ongoing Support of Product	15
4	Offeror/Software Firm's Financial Stability	10
5	Cost	20

TOTAL	100
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3.12 Anticipated Selection Process:

- Initial Evaluation of Written Proposals
 - Short list of Firms
 - Live Demonstrations
 - Final/Re-Evaluation
- A. The selection committee shall conduct an evaluation based on the "Evaluation Criteria" above, the material provided by the offeror, information from any interviews and/or demonstrations, from direct and indirect references, and any published information.
- B. The selection committee shall choose two or more Offeror's deemed to be fully qualified and best suited among those submitting proposals to commence negotiations with. After negotiations have been conducted with each offeror so selected, the Authority shall select the offeror which, in the Authority's sole opinion, has made the best proposal, and may award a contract to that offeror. Should the Authority determine in writing and in its sole discretion that only one offeror has provided a technically acceptable proposal, or that one offeror has provided a proposal that is more technically and financially superior than the others under consideration, a contract may be negotiated and awarded to that offeror.
- C. Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such

additional clarification and/or supplementary information, in a timely manner, when so requested.

- D. The Authority's Purchasing Manager may arrange for discussion with firms submitting proposals if required, for the purpose of obtaining additional information or clarification.
- E. The Authority may make such reasonable investigations as it deems proper and necessary to determine the ability of the firm to perform the work. The Authority reserves the right to inspect the firm's physical premises prior to award to satisfy questions regarding the firm's capabilities.

3.13 Standard Contract for Services:

NOTE: Attachment A; is a "Sample Standard Contract for Services", which will be modified after the Offeror is selected.

- A. Prince William County Service Authority expects to enter into its "Standard Contract for Services" in a form generally as attached hereto. The Contractor's review and acceptance of these terms shall be required as a condition of proposal acceptance. Terms in the Standard Contract that do not apply; such as requirements for professional engineering services and invoicing procedures, will be adapted to the requirements of this RFP during negotiations.
- B. The Authority will consider amendments proposed by Offeror's. Proposed amendments to the "Standard Contract for Services" are to be highlighted and submitted as part of the Offeror's proposal. The Authority's review and acceptance of the proposed terms shall be a condition of contract award.
- C. Specific obligations of each party will be specified in the final signed contract.
- D. Offerors are reminded that the proposal will form the basis of the contract negotiations phase between the Authority and the selected firm. Accordingly, the proposal should be written in a clear unambiguous manner that addresses the Service Authority's requirements as described in this RFP. The intent is that the Offeror's proposal can, to a significant degree, serve as the basis for the resulting contract. The Authority reserves the right to incorporate all statements and claims made in the proposal (to include any attachments) in the final contract.

3.14 Offeror's Representative:

- A. If an Offeror intends to respond to this RFP, identify a liaison person that the Authority can send any communications regarding this RFP. Please promptly provide the name, mailing address, telephone number, fax number and e-mail address to the individual listed in Section 3.4.

- B. The Offeror shall designate within their proposal package an individual acceptable to act as the liaison between the Offeror and the Authority's designated representative(s) regarding the performance of service(s) under the terms of the proposed contract.

3.15 Incurred Expenses:

- A. This RFP does not commit the Authority to make an award nor will the Authority be responsible for any cost or expense which may be incurred by any Offeror in preparing and submitting a proposal or offer, or any cost or expense incurred by any Offeror prior to the issuance of a signed purchase order or contract agreement. By submitting a proposal, you, the Offeror, agree that all costs associated with the preparation of Offeror's proposal will be solely the Offeror's responsibility. The Offeror shall also agree that the Authority bears no responsibility for any costs associated with the preparation of the proposal, preparing and delivering presentations, and/or any administrative or judicial proceedings resulting from this RFP process.

3.16 Award:

- A. The Authority reserves the right to withhold final action on the proposal for a reasonable time, not to exceed 180 days after the official opening date, and in no event will an award be made until further investigations have been made as to the responsibility of the Offeror.
- B. It is understood that the Authority is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of lowest cost or one factor alone. The Authority reserves the right to award such contract, if any, to the Offeror submitting the proposal that is in the best interests of Authority based upon the evaluation criteria specified elsewhere in this RFP.
- C. The Authority has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the Authority's best interests to do so.
- D. The Authority will reject any proposal that is contingent upon an award or a contract for any additional service.
- E. In the event of default by the awarded Offeror, the Authority reserves the right to negotiate and award the contract to the Offeror with the next best proposal without any further competition.

- F. The award of the contract shall not become effective until the contract has been signed by the successful Offeror and the Authority.

3.17 Time Limit to Submit Required Deliverables:

- A. Within ten (10) days after Authority provides written notification to enter into contract, any awarded Offeror must furnish all proposal deliverables required after award but prior to contracting. If an awarded Offeror fails to furnish the required deliverables within the required time frame, the Authority may withdraw the award from the Offeror and may award a contract with the next best Offeror.

3.18 No Confidentiality of Information:

- A. When the proposal package is opened, it becomes a public record, except as listed below. All material submitted becomes the property of the Authority and may be returned only at the Authority's option. The Authority has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.
- B. The Authority is governed by the [Virginia Freedom of Information Act](#). Only trade secrets as defined in § [2.2-3705.2](#) will be exempt from disclosure. If an Offeror submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled "trade secret" or "proprietary." Do not use the word "confidential". If you submit information that you consider exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Virginia Freedom of Information Act and identify the specific statutory exemption section that applies to each.
- C. The Authority will maintain the confidentiality of such trade secrets to the extent provided by law. If an Offeror labels an excessive number of pages, as determined by the Authority, "trade secret," the proposal may not be considered for award.

3.19 Protest Process:

- A. Any Offeror or Offerors may protest the award of, or the decision to award, a contract to any other Offeror or Offerors, by submitting a written protest to the Purchasing Manager at the address at the beginning of this RFP, within 10 days after the award of the contract or the decision to award a contract is made.
- B. No protest shall be allowed for any claim for reason that the selected Offeror or Offerors is not a responsible party, nor shall any protest be allowed for any matter which the Purchasing Manager determines could reasonably have been ascertained prior to the opening of proposals or proposals, unless such protest shall have been filed in writing not less than 3 business days prior to such time.
- C. Any protest shall state in detail the basis therefore, and the specific relief requested.
- D. The Director of Management and Budget shall decide all protests within ten days of receipt and shall issue a written finding.

---END OF SECTION III---

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Joint Proposals:

- A. Firms, organizations, joint ventures, or individuals (hereafter “Offeror”) interested in submitting a proposal (offer) in response to this RFP should submit one (1) original, marked “ORIGINAL,” and five (5) copies, each marked “COPY,” (6 complete proposal packages) of their proposal for review and evaluation by the Prince William County Service Authority. Failure to provide the required copies and information will be considered during the evaluation process.

4.2 Economy of Presentation:

- B. Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Offeror’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is highly recommended that Offeror follow the format and instructions contained herein. The Authority is not liable or responsible for any costs incurred by any Offeror in responding to this RFP including, without limitation, costs for presentations, demonstrations, or interviews, if requested.

4.3 Proposal Submission Guidelines:

- A. To facilitate analysis of its proposal, the Offeror should prepare its proposal in accordance with the instructions outlined in this section. Failure to follow these instructions will be considered during the evaluation process and may preclude the proposal from being considered for award.
- B. The Authority emphasizes that the Offeror concentrate on accuracy, completeness, and clarity of content.
- C. Printed materials should be duplex/double-sided printing on sustainable materials as long as it does not prevent a reader from clearly understanding the proposal.
- D. Cross Referencing - To the greatest extent possible, each section should be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the proposal. Information required for proposal evaluation, which is not found in its designated section, will assumed to have been omitted from the proposal.

- E. Indexing - Each section should contain a more detailed table of contents to delineate the subparagraphs within that section. Tab indexing should be used to identify sections.
- F. Glossary of Abbreviations and Acronyms - Each section should contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective sections. If no abbreviations and/or acronyms are used, then a Glossary is not required.
- G. Page Size and Format - Page size should be 8.5 x 11 inches, not including foldouts. Pages should be single-spaced. The text size should be not less than 11 point or more than 14 point. Pages should be numbered sequentially by section.
- H. Legible tables, charts, graphs and figures should be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays should be uncomplicated, legible and should not exceed 11 inches by 17 inches in size. Foldout pages should fold entirely within the section, and will count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.
- I. Binding and Labeling - All sections of the proposal should be bound in a single three-ring loose leaf binder, with section tabs, which should permit the proposal to lie flat when opened. Staples should not be used. A cover sheet should be included in each binder, clearly marked as to RFP title, RFP number, copy number, and the Offeror's name. The same identifying information should be placed on the spine of each binder.
- J. A single copy of the proposal response required under this RFP shall be provided in the required paper format(s) described above, AND also provided on one or more CD-R or DVD compact disc(s). Do not submit CD-RW or DVD-RW discs. The CD(s) shall include, in addition to all of the required information, a text "INDEX" file that lists all files on the CD with the complete file name (filename plus extension) and a concise written description of what is included in the file. All text and graphics files should be submitted in Adobe PDF® format. Spreadsheets should be submitted in a Microsoft Excel® format. Clearly print the Authority RFP name and number directly on the top surface of each disc with an indelible marker. Enclose each disc in a rigid plastic protective case. Cases do not need labels.

4.4 Proposal Sections:

The Offeror should organize its proposal into the following major sections.

Section 1 - Offeror Profile & Required Information

A. **Statement of Interest:**

On a single letterhead page clearly express why you are interested in this project.

B. Acknowledgement of Addenda (if any)

C. Signed [RFP SUBMISSION FORM](#)

D. Licenses & Permits

Section 2 – Firm’s Fulfillment of Evaluation Criteria:

Live demonstration of Offeror’s understanding and proposed solution fulfillment of the Service Authority requirements

Project Team’s Experience with Similar Projects (incl. References)

Offeror/Software Firm’s Ongoing Support of Product

Offeror/Software Firm’s Financial Stability

Cost

A. **Qualifications of the Firm:**

Provide an overview of your firm’s qualifications to provide software services requested in this RFP including:

1. Offeror’s number of years in business, as well as number of years providing services in Virginia.
2. Offeror’s quality control/quality assurance and financial management systems, depth of resources and expertise, credentials and licenses.
3. Each Offeror shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest Dun & Bradstreet (D & B) report will be accepted.
4. Ability of the Offeror to provide full service for all or any of the requirements with in-house personnel.
5. The scope, breadth, depth and quality of the Offeror’s experience, respondent’s references, and past performance record on projects of similar size and scope completed in Virginia and elsewhere for the specific task(s) for which the Offeror is submitting their qualifications. Experience in completing projects and services

similar to those required by the Service Authority as demonstrated in project/service history descriptions.

6. Offeror's ability to provide all services required in a timely matter, including respondent's ability to respond quickly, efficiently and cost effectively to Service Authority needs.
7. Offeror's familiarity and success with permitting agencies and permitting procedures in Virginia.
8. Past performance on Service Authority projects (if applicable).
9. Provide same information for any/all sub-Contractors.
10. Successful software implementation with minimal business disruptions.

B. Staffing Plan:

Describe what each member of your proposed Project Team will do to achieve success in this project. Provide, at a minimum, the following:

1. Offeror's in-house expertise in regard to the services in the Scope of Work (Section I) above and applicability for the required services, including key personnel's demonstrated experience in the required services. At minimum key personnel include those key individuals in the company that will be responsible for each of the required services that will be assigned to work for the Service Authority.
2. Specific experience on government projects.
3. Ability of the Offeror's personnel, resources, facilities and equipment to perform and successfully complete the specific task(s) for which the Offeror is submitting their qualifications.
4. Offeror's dependence on outside disciplines and the qualifications, licenses and references for any proposed sub-Contractors.
5. Resume's and hourly rates for personnel to work under this RFP.

C. Project Control and Project Management Experience:

1. Offeror's ability to provide schedule control, cost control and quality control for the task.
2. Offeror's demonstrated ability and approach to handle the services specified herein on a fast track or an expedited basis.
3. Offeror's availability to begin the tasks specified herein and the Offeror's availability to continue the Work on an on-going basis, as specified herein.
4. Document and information security policies and procedures.

5. Offeror's ability to effectively manage numerous projects, studies and services to insure completion on time and within budget. Offeror's ability to manage, coordinate, integrate and administer all work by the project team.
6. Offeror's client service procedures, including but not limited to communication coordination and support services provided.
7. Offeror's usable finished product of Work to plan.

D. Cost:

1. Software Licensing and Costs
2. Software Customization
3. Integration Planning and Interfaces
4. Data Conversion Services
5. Training Services
6. Implementation and Development Services
7. Hardware Costs
8. Other costs not identified elsewhere in the proposal
9. Cost Summaries
10. Payment Schedule
11. Assumptions
12. Ongoing support and maintenance

Section 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.

Insurance Limits of Liability

A Certificate of insurance with limits as specified in this RFP shall be required at the time of award. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by law:

- | | | |
|-------------------------------------|--|-------------|
| A. Workers Compensation: | | |
| 1. State: | | Statutory |
| 2. Applicable Federal: | | Statutory |
| (e.g. Longshoreman's) | | |
| 3. Employer's Liability: | | \$1,000,000 |
| B. Comprehensive General Liability: | | |
| 1. Bodily Injury: | | |
| Each Occurrence | | \$1,000,000 |
| Annual Aggregate | | \$3,000,000 |
| 2. Property Damage: | | |

- | | |
|------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Annual Aggregate | \$3,000,000 |
3. Property Damage liability insurance will provide explosion, collapse and underground coverages where applicable.
 4. Personal Injury, with employment exclusion deleted.
Annual Aggregate \$3,000,000

Note: The Service Authority must be named as an additional insured and so endorsed on the policy.

C. Comprehensive Automobile Liability:

1. Bodily Injury:

Each Person	\$1,000,000
Each Accident	\$3,000,000
2. Property

Each Occurrence	\$1,000,000
-----------------	-------------

D. Umbrella – Excess Policies:

Any combination of primary, umbrella and excess policies providing the limits required will be acceptable.

E. Various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Professional Service Limits

- | | |
|------------|--|
| Accounting | \$1,000,000 per occurrence,
\$3,000,000 aggregate |
|------------|--|

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the above insurance coverage at the time the contract is awarded.

Section 4 - References

- A. Provide at least six (4) recent references where the proposed service has been successfully used within the past five (5) years.
- B. The Authority cannot be used as a reference, however all past performance with Authority will be considered during the evaluation process.

Section 5 - Litigation

- A. Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous five 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.

Section 6 – SubContractors / Joint Ventures

- A. Provide a list of any proposed sub-Contractors that may be used on Authority projects. Provide the same information required in Sections 1-6 above for each sub-Contractor.
- B. If a joint venture is proposed, it must be properly registered with the Commonwealth of Virginia and the same information required in Sections 1, 3, 4 and 5 above, as applicable to proposed subcontractor's role in the Work, is required for each party.

Section 7 - Other Information

- A. Provide any information that will provide insight to the Authority about the qualifications, fitness and abilities of the Offeror. This information should be succinct.

---END OF SECTION IV---

A G R E E M E N T

NO. RFP SA-1211

Between

THE SERVICE AUTHORITY

And

CONSULTANT

For

Electronic Approval Workflow Software Statement of Work

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NOTE: *This Document serves as a "Sample Contract", which will be edited at a later date and may or may not reflect the final document.*

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 General and Administrative Charges (G&A)

G&A is a pooled cost that is applied to contracts based on a total cost input base. G&A costs represent costs incurred for the general management and administration of the company as a whole and include costs such as parent company home office allocations, professional consulting (legal defense and consulting), bid and proposal, professional liability insurance, general business insurance, and business taxes. The total cost input base includes all subcontractor/subconsultant costs, and other direct costs.

1.2 Hourly Rate

The actual Raw Salary Rate (defined below) multiplied by the Overhead Factor (defined below). Said Hourly Rate is to be used only for time directly attributable to the Project or Work. The CONSULTANT shall keep a current detailed breakdown of these rates readily accessible to the SERVICE AUTHORITY.

1.3 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 state in a Project Agreement or other authorization agreement.

1.4 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 a Project Agreement or other authorization agreement for Total Compensation in the amount of or less than that stated in the Project Agreement or other authorization agreement.

1.5 Maximum Hourly Rate

The maximum, not-to-exceed hourly rate for each category set forth in **EXHIBIT "___"**.

1.6 Maximum Raw Salary Rate

The maximum not-to-exceed Raw Salary Rate set forth for each category listed in **EXHIBIT "___"** that can be used to calculate the Hourly Rate.

1.7 Non-Reimbursable

Costs or Expenses for items and/or services that will not be directly invoiced to the SERVICE AUTHORITY by the CONSULTANT.

1.8 Other Direct Costs (ODCs)

The non-salary expenses directly and indirectly attributable to the Work not covered under the overhead factor as specified in **EXHIBIT “___”**, which is incorporated into this Agreement by reference. Other Direct Costs include, but not limited to, subcontracted services, 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 **EXHIBIT “___”**.

1.9 Overhead Factor

A percentage rate (as set forth in the attached **EXHIBIT “___”**) of the CONSULTANT’s employees on the Work as more specifically specified in **EXHIBIT “___”**, Table __, Overhead/Non-Reimbursable costs.

1.10 Raw Salary Rates

The actual hourly salary rate for each of the CONSULTANT’s employees working directly on SERVICE AUTHORITY Work, up to the maximum Raw Salary Rate for each category listed in **EXHIBIT “___”**, exclusive of Overhead/Non Reimbursable costs set forth in **EXHIBIT “___”** Table __.

1.11 Project Agreement /other authorization agreement

An agreement or task order to provide Work either for an actual project as provided for in **EXHIBIT “___”** of this Agreement.

1.12 Travel Expenses

Actual mileage, meals and lodging expenses incurred directly for the Work for travel outside of counties. No overnight travel or out-of-town travel outside of Prince William counties shall be reimbursed unless the CONSULTANT has secured advance written authorization for such travel from the SERVICE AUTHORITY’S General Manager, or his designee. Reimbursement for travel expenses shall be at actual rates and shall not exceed prevailing per diem rates as established by GSA guidelines.

1.13 Total Compensation

The total amount of compensation payable to CONSULTANT for Work under a Project Agreement or other authorization agreement, including, without limitation, Raw Salary Rates, G&A, Overhead Factor, Other Direct Costs, Non-Reimbursables, Hourly Rates, Travel Expenses, and all other costs and expenses incurred by CONSULTANT or related to CONSULTANT’S services under a Project Agreement or other authorization agreement.

1.14 Work

The entire services or the various separately identifiable parts thereof required to be provided by CONSULTANT under this Agreement, a Project Agreement or other authorization agreement

Section 2 **SCOPE OF SERVICES**

2.1

The CONSULTANT will provide comprehensive, full service _____ to the SERVICE AUTHORITY, providing program and project management as well as other support services to the SERVICE AUTHORITY.

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 to be provided by the CONSULTANT in a manner consistent with the standard of care in the industry.

2.3

The CONSULTANT will provide professional services to the SERVICE AUTHORITY for the following categories as specified in the RFP and in **EXHIBIT “ ”**, Scope of Services, as incorporated into this _____ Agreement; 1) Ongoing Services, 2) General Engineering Services, 3) Consulting Tasks of a Specified Nature, and 4) Other Activities. The SERVICE AUTHORITY may, but is not required to, enter into an agreement for any one or any combination of the Work. 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 Agreement.

Section 3 **AUTHORIZATION OF SERVICES**

3.1

The Director of the Using Department shall be authorized to issue a Project Agreement up to the maximum amount of \$50,000. The SERVICE AUTHORITY General Manager shall approve Work to be performed by CONSULTANT over \$50,000.00. Change Orders under \$50,000.00 may be issued by the Purchasing Manager at the request of the Director of the Using Department. Any change order in excess of these limits, or which results in a significant change in the schedule, standard of quality or scope of the project, must be approved by the General Manager. Any work or services performed under this contract shall be identified and described in a written Project Agreement or Change Order agreed to by the CONSULTANT and the SERVICE AUTHORITY prior to any of services being undertaken and paid for by the SERVICE AUTHORITY. The SERVICE AUTHORITY will reject any Project Agreements or Change Orders submitted in an attempt to circumvent the thresholds herein.

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 professional services, which shall conform to the requirements of Section 3.3 below.

3.3

The SERVICE AUTHORITY and the CONSULTANT shall utilize a standard Project Agreement, a copy of which is attached to and incorporated into this Agreement as **EXHIBIT “ ”**. Each

Project Agreement or other authorization agreement will include but not be limited to the following negotiated terms:

- A. The Scope of Services;
- B. The deliverables;
- C. The time and schedule of performance and term;
- D. The method and amount of compensation;
- E. The personnel assigned to the Specific Project;
- F. Any modifications to the Project Agreement form, if mutually agreed upon by the parties; and
- G. The name of the Project Manager.

3.4

The Work to be rendered by the CONSULTANT shall commence subsequent to the execution of each Project Agreement or other authorization agreement. The CONSULTANT'S Work shall be performed, completed and submitted to the SERVICE AUTHORITY as specified in the Project Agreement or other authorization agreement.

3.5

The SERVICE AUTHORITY may, at its sole discretion, solicit Requests for Proposals for professional services for any Project or other Work outlined in the RFP and EXHIBIT "___" of this Agreement.

Section 4

COMPENSATION AND PAYMENT

4.1

The SERVICE AUTHORITY agrees to pay the CONSULTANT compensation for the Work provided for in this _____ Agreement as outlined in **EXHIBIT "___"**, Compensation and Method of Payment.] It is acknowledged and agreed to by CONSULTANT that the dollar limitations set forth in each respective Project Agreement or other authorization agreement 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. 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.

4.2

The maximum Raw Salary Rate and the maximum Hourly Rate for each category listed in **EXHIBIT "___"** shall be adjusted annually at time of renewal of each successive year of this Agreement, by the same percentage as the latest change in the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the latest twelve months. Provided, however, that the average of the adjusted Raw Salary Rate and Hourly Rate shall not exceed the lesser of the CPI percentage rate **or [Insert number] percent [%]**. The adjusted Raw Salary Rate and maximum Hourly Rate shall be used solely for the preparation of

proposals for new Projects. The adjusted rates shall not be used to adjust previously authorized Project Agreements or other authorization agreements.

Section 5 **TERM**

5.1 **Term of Agreement**

This _____ Agreement shall commence on the date this instrument is fully executed by all parties and shall expire after one year, unless and until terminated pursuant to Section ____ of this Agreement. The SERVICE AUTHORITY reserves the right to renew this Agreement for _____ additional one-year periods under the same terms and conditions. The SERVICE AUTHORITY will notify the CONSULTANT in writing one hundred and twenty (120) days prior to the expiration of the Agreement, or any extension thereof, of the SERVICE AUTHORITY'S intention. Each Project Agreement or other authorization agreement shall specify the period of service agreed to by the SERVICE AUTHORITY and the CONSULTANT for services to be rendered under said Project Agreement.

Section 6 **TERMINATION**

6.1 **Termination for Convenience**

This _____ Agreement may be terminated by the SERVICE AUTHORITY for convenience upon five (5) calendar day's written notice to the CONSULTANT. In the event of such termination, any Work performed by the CONSULTANT under this _____ Agreement shall, at the option of the SERVICE AUTHORITY, become the SERVICE AUTHORITY'S property, and the CONSULTANT shall be entitled to receive compensation for any Work completed pursuant to this Agreement to the satisfaction of the SERVICE AUTHORITY up to and through the date of termination. Under no circumstances shall SERVICE AUTHORITY make payment of profit for Work, which has not been performed. Additionally, the SERVICE AUTHORITY shall not make payment for the following items:

- 6.1.1** Anticipated profits or fees to be earned on completed portions of the work;
- 6.1.2** Consequential damages;
- 6.1.3** Expenses of CONSULTANT due to the failure of CONSULTANT or its subconsultants to discontinue the Work with reasonable promptness after notice of termination has been given to the CONSULTANT; and
- 6.1.4** Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

6.2 **Termination for Cause**

This Agreement may be terminated by either party upon three (3) calendar days written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONSULTANT abandons this Agreement or causes it to be terminated by the SERVICE AUTHORITY, the CONSULTANT shall indemnify the SERVICE AUTHORITY against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the SERVICE AUTHORITY for cause and it is subsequently determined by a court of competent jurisdiction

that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.1 and the provisions of Section 6.1 shall govern.

6.3 Effect on Project Agreement

Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement or other authorization agreement. Termination of a Project Agreement or other authorization agreement shall be exclusively through the termination provisions of the specific Project Agreement or other authorization agreement.

Section 7 SERVICE AUTHORITY'S RESPONSIBILITIES

7.1

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.

7.2

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.

7.3

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.

7.4

In the event that CONSULTANT believes that SERVICE AUTHORITY is not reasonably complying with the requirements of Sections 7.1, 7.2 and 7.3 above, CONSULTANT shall immediately provide written notice of such non-compliance to the SERVICE AUTHORITY, absent which CONSULTANT shall be deemed to have waived such non-compliance by SERVICE AUTHORITY.

Section 8 EXCLUSIVE SERVICES

8.1

The CONSULTANT agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, or others doing construction work within the corporate limits of the Prince William County, Virginia, and the boundaries of the County's utility service area 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:

8.1.1 Disclose in writing to the SERVICE AUTHORITY the full circumstances as to possible conflict of interest; and

8.1.2 Assure in writing that the conflict will in no manner influence its judgment or the quality of its services to the SERVICE AUTHORITY; and

8.1.3 Decline to accept financial or other forms of compensation from more than one employer or client for services on the same project or services pertaining to the same project without the prior written consent of the SERVICE AUTHORITY.

8.2

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.

8.3

The CONSULTANT shall not solicit or accept financial or other valuable considerations from material or equipment suppliers for specifying their products.

8.4

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.

8.5

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. The CONSULTANT agrees to incorporate the provisions of this paragraph into any subcontract.

Section 9 **\$10,000**

EMPLOYMENT DISCRIMINATION FOR CONTRACTS OVER

9.1 Agreement and Provisions

- A. During the performance of this contract, the Consultant agrees as follows:
 - a. 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 bonafide 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.
 - b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.

- c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The Consultant will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each subconsultant or Consultant.

Compliance with federal, state, and local laws and federal immigration law; required contract provisions. – The Service Authority shall provide in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth. -- A. The Service Authority shall include in every written contract a provision that a contractor organized as a stock or nonstock 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 Title 13.1 or Title 50 or as otherwise required by law.

- C. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- D. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of _____ or his designee or by the chief executive of a local governing body.
- E. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter 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, to be revoked or cancelled at any time during the term of the contract.
- F. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

9.2 Non-Discrimination Against Faith-Based Organizations

The Service Authority shall not discriminate against faith-based organizations.

9.3 Drug-free Workplace to Be Maintained by Consultant for Contracts over \$10,000.00

- A. During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant'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 Consultant'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 Consultant that the Consultant maintains a drug-free workplace; and (iv) 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 Consultant.
- B. For the purpose of this section, "Drug-Free Workplace" means a site for performance of work done in connection with a specific contract awarded to a Consultant, 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 this contract.

9.4 Unauthorized Aliens

During the performance of this contract, the Consultant shall not knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.

Section 10 CONSULTANT'S PERSONNEL

The presence or duties of the CONSULTANT'S personnel at a Work site, whether as onsite representatives or otherwise, do not make the CONSULTANT or the CONSULTANT'S personnel in any way responsible for those duties that belong to the SERVICE AUTHORITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health and safety precautions required by such construction work. The CONSULTANT and the CONSULTANT'S personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the CONSULTANT'S own personnel, provided CONSULTANT'S personnel shall report to the SERVICE AUTHORITY any health or safety deficiencies of the construction contractor(s) or other entity or any other person at the site that CONSULTANT'S personnel actually observe.

Section 11

OWNERSHIP OF DOCUMENTS/DELIVERABLES

11.1

All 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 and rights obtained by virtue of such subcontracts shall become the property of the SERVICE AUTHORITY.

11.2

All finished or unfinished documents, including, but not limited to, detailed reports, studies, calculations, plans, drawings, surveys, maps, models, photographs, specifications, and all other data pertaining to or prepared for the SERVICE AUTHORITY or furnished by the CONSULTANT pursuant to this Agreement or any Work shall be and shall remain at all times, throughout the Project and thereafter, the property of the SERVICE AUTHORITY, whether the Project for which they are made is completed or not, and shall be delivered by the CONSULTANT to SERVICE AUTHORITY within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Work; however, in no event shall the CONSULTANT use, or permit to be used, any of the documents without the SERVICE AUTHORITY'S prior written authorization. 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.

11.3

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.

11.4

All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Virginia.

Section 12

RECORDS/AUDITS

12.1

CONSULTANT shall maintain and require subconsultants to maintain complete and correct records, books, documents, papers and accounts pertaining to work performed in connection with this Agreement including without limitation, reasonable substantiation of all expenses incurred based on actual costs and of all property acquired or disposed of hereunder. 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 each 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. 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 "___"** entitled "Compensation and Method of Payment", plus all other Agreement provisions, including quantities billed, excepting that specified lump sum, fixed percentage, and unit prices are not subject to audit. 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.

12.2

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.

Section 13 **NO CONTINGENT FEE**

13.1

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has 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 the award or making of 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.

Section 14 **INDEPENDENT CONTRACTOR**

14.1

The CONSULTANT is an independent contractor under this Agreement. Personal services provided by the CONSULTANT shall be by employees or subcontractors of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the SERVICE AUTHORITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONSULTANT.

Section 15

INDEMNIFICATION/HOLD HARMLESS

15.1

To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless the SERVICE AUTHORITY, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, to the proportionate extent caused by errors, omissions, misconduct or negligent acts of the CONSULTANT, its officials, agents, employees or subcontractors in the performance of Work under this Agreement and any Project Agreement or other authorization agreement.

15.2

In the event the SERVICE AUTHORITY retains legal counsel, or utilizes in-house legal counsel, to represent its interest with respect to any matter for which the CONSULTANT has an indemnity obligation to the SERVICE AUTHORITY under any provision of this or any Project Agreement, or otherwise, the CONSULTANT'S proportionate indemnification obligation shall include, but not be limited to, payment to and reimbursement of the SERVICE AUTHORITY for the reasonable cost of such counsel and for any and all other reasonable costs and expenses incurred in preparing, negotiating, or prosecuting through trial and appeal any claim against the CONSULTANT, to the proportionate extent caused by this or any Project Agreement or other authorization agreement including, but not limited to, any and all expert witness fees and expenses. Such payment on behalf of the SERVICE AUTHORITY shall be in addition to any and all other legal remedies available to the SERVICE AUTHORITY and shall not be considered to be the SERVICE AUTHORITY'S exclusive remedy.

15.3

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 with the collateral obligation of insuring said indemnity as set forth in Section __, Insurance.

15.4

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

Section 16

INSURANCE

Note: If any exceptions are granted to these insurances requirements during negotiations, this section must be modified accordingly.

The Contractor shall maintain insurance in the amounts and forms set forth below and shall provide a Certificate of Insurance to the Service Authority.

The Contractor shall comply with the insurance requirements set forth in the following numbered paragraphs.

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 the contracted work.

2. The Contractor shall, during the continuance of all work under the contract provide and agree to maintain the following:
 - a. Worker's compensation and employer's liability 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, volunteers, or subcontractors, 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.
 - b. General liability insurance in the amount prescribed by the Service Authority, to protect the Contractor, its subcontractors, 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 year after completion of work.
 - c. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. 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.
 - d. 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. The Contractor shall provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
4. The Contractor shall provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Purchasing Manager before any work is started.
5. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the Service Authority on demand.
6. The Contractor 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 Contractor's insurance agent or representative.
7. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the Purchasing Manager. The Contractor

shall furnish a new certificate 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 the Purchasing Manager.

8. 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 time during the contract term, the Service Authority shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Service Authority for the entire additional cost of procuring the incomplete portion of the contract at time of termination.
9. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this section or under any other section or provisions of the contract.
10. 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 the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.
11. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and the Service Authority. The Contractor shall be as fully responsible to the Service Authority for the acts and omissions of the subcontractors and of person employed by them as it is for acts and omissions of persons directly employed by it.
12. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
13. The Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the contract.
14. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Purchasing Manager, may be considered.
15. Insurance Limits of Liability. A Certificate of insurance with limits as specified in this RFP shall be required at the time of award. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by law:

A. Workers Compensation:

- | | |
|--------------------------|-------------|
| 1. State: | Statutory |
| 2. Applicable Federal: | Statutory |
| (e.g. Longshoreman's) | |
| 3. Employer's Liability: | \$1,000,000 |

B. Comprehensive General Liability:

1. Bodily Injury:

Each Occurrence	\$1,000,000
Annual Aggregate	\$3,000,000
2. Property Damage:

Each Occurrence	\$1,000,000
Annual Aggregate	\$3,000,000
3. Property Damage liability insurance will provide explosion, collapse and underground coverage's where applicable.
4. Personal Injury, with employment exclusion deleted.

Annual Aggregate	\$3,000,000
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Note: The Service Authority must be named as an additional insured and so endorsed on the policy.

C. Comprehensive Automobile Liability:

1. Bodily Injury:

Each Person	\$1,000,000
Each Accident	\$3,000,000
2. Property

Each Occurrence	\$1,000,000
-----------------	-------------

D. Umbrella – Excess Policies:

Any combination of primary, umbrella and excess policies providing the limits required will be acceptable.

E. Various Professional Liability/Errors and Omissions coverage's are required when soliciting those services as follows:

Professional Service Limits	
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the above insurance coverage at the time the contract is awarded.

Section 17 **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.

Section 18

CONSULTANT'S RESPONSIBILITIES

18.1

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.

18.2

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.

18.3

The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by a professional engineer under similar circumstances. If at any time during the term of any Project Agreement, Letter Agreement or other authorization agreement or the construction of a Project for which the CONSULTANT has provided Work under a prior Project Agreement, it is determined that the CONSULTANT'S documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the SERVICE AUTHORITY, the CONSULTANT shall immediately proceed to correct the Work, re-perform Work which fail to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective Work, including any additional testing, inspections, and construction.. 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, a Project Agreement or other authorization agreement by law, equity or otherwise.

18.4

The CONSULTANT'S obligations under this section shall survive termination, cancellation or expiration of this Agreement or any Project Agreement or other authorization agreement.

18.5

Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations. Products, equipment and material specified for use shall be readily available unless written authorization to the contrary is given by the SERVICE AUTHORITY.

18.6

CONSULTANT shall provide seven (7) copies of any written studies furnished under this Agreement.

18.7

No later than one (1) week after award of this Agreement, and prior to the commencement of any Work under this Agreement, the CONSULTANT shall submit a list of all local office personnel and key personnel that will be assigned to Work under this Agreement, along with their current Raw Salary, Hourly Rate and proposed employee category listed in **EXHIBIT “__”** for SERVICE AUTHORITY approval. The CONSULTANT shall provide sufficient documentation and backup to support the proposed category. The CONSULTANT shall provide a written request prior to and for approval by the SERVICE AUTHORITY to add employees to categories, transfer employees from one category to another or remove employees from a category. Such request shall provide sufficient documentation to support the request. The CONSULTANT shall not move an employee from one category to another without the written approval of the SERVICE AUTHORITY.

18.8

The CONSULTANT shall not remove the CONSULTANT’S Key Personnel, as defined herein, from performance or positions in this Agreement without approval of the SERVICE AUTHORITY. In addition, the CONSULTANT shall submit a formal written request to the SERVICE AUTHORITY prior to removing, terminating and/or re-assigning Key CONSULTANT personnel as specified below. The written request shall be submitted to the SERVICE AUTHORITY no later than one month prior to the removal of the Key personnel. The CONSULTANT shall remove such Key Personnel only after receiving written approval from the SERVICE AUTHORITY. In the event that CONSULTANT does not comply with this requirement, the SERVICE AUTHORITY may terminate the Agreement for cause. In the event the SERVICE AUTHORITY does not provide written approval to removal of a Key Personnel, then CONSULTANT may terminate the Agreement for cause. Key Personnel are defined, as those individuals assigned as follows:

- A. ***[Add Name/Area of Assignment]***
- B. ***[Add Name/Area of Assignment]***
- C. ***[Add Name/Area of Assignment]***
- D. ***[Add Name/Area of Assignment]***
- E. ***[Add Name/Area of Assignment]***
- F. ***[Add Name/Area of Assignment]***
- G. ***[Add Name/Area of Assignment]***
- H. ***[Add Name/Area of Assignment]***
- I. ***[Add Name/Area of Assignment]***
- J. ***[Add Name/Area of Assignment]***
- K. ***[Add Name/Area of Assignment]***
- L. ***[Add Name/Area of Assignment]***
- M. ***[Add Name/Area of Assignment]***
- N. ***[Add Name/Area of Assignment]***
- O. ***[Add Name/Area of Assignment]***
- P. ***[Add Name/Area of Assignment]***
- Q. ***[Add Name/Area of Assignment]***
- R. ***[Add Name/Area of Assignment]***

- S. Project Manager for Project Agreements and all other agreements, as proposed by CONSULTANT and approved by SERVICE AUTHORITY.

18.9

The CONSULTANT shall designate a principal staff member as the _____ Agreement Manager. So long as the _____ Agreement Manager performs in a manner acceptable to the SERVICE AUTHORITY and remains in CONSULTANT'S employ, the _____ Agreement Manager shall remain in charge of all design and other Work required under this Agreement, including, but not limited to, attending monthly meetings, design related meetings, and serving as the point of contact to the SERVICE AUTHORITY for contract related issues. Any substitutions must be approved in writing by the SERVICE AUTHORITY.

18.10

The CONSULTANT shall designate a Project Manager acceptable to the SERVICE AUTHORITY for each Project Agreement or other authorization agreement. The Project Manager shall be named in the CONSULTANT'S proposal provided for each Project Agreement or other authorization agreement. The Project Manager is subject to SERVICE AUTHORITY approval. So long as the Project Manager performs in a manner acceptable to the SERVICE AUTHORITY and remains in CONSULTANT'S employ, the CONSULTANT shall comply with the requirements of Paragraph 18.8 above.

18.11

All CONSULTANT personnel assigned to the Work are subject to approval by the SERVICE AUTHORITY prior to performing any Work. The CONSULTANT shall immediately replace any proposed CONSULTANT personnel not approved by the SERVICE AUTHORITY with personnel acceptable to the SERVICE AUTHORITY and the SERVICE AUTHORITY will not be responsible for any payment for work performed by CONSULTANT personnel not approved by the SERVICE AUTHORITY prior to commencement of work. The CONSULTANT shall remove any CONSULTANT personnel from performing any Work if requested by the SERVICE AUTHORITY which notification shall be at the SERVICE AUTHORITY'S sole discretion. The CONSULTANT shall provide resumes and other supporting documentation, if requested by the SERVICE AUTHORITY, for any CONSULTANT personnel proposed to do Work or currently working on SERVICE AUTHORITY Work.

Section 19 SUBCONSULTANTS

19.1

The CONSULTANT has presented the firms shown on **EXHIBIT “___”** attached hereto and made a part hereof, to the SERVICE AUTHORITY to act as ongoing subconsultants during the term of this Agreement, and the SERVICE AUTHORITY hereby approves said firms.

19.2

In the event the CONSULTANT requires the services of any other subconsultant/subcontractors or other professional associates in connection with Work covered by this Agreement, any

Project Agreement or other authorization agreement, the CONSULTANT must secure the prior written approval of the SERVICE AUTHORITY.

19.3

Any subcontract with a subcontractor or subconsultant shall afford to the CONSULTANT rights against the subcontractor or 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.

No reimbursement shall be made to the CONSULTANT for any subconsultants that have not been previously approved by the SERVICE AUTHORITY for use by the CONSULTANT.

Section 20 CONSULTANT

REPRESENTATIVE OF SERVICE AUTHORITY AND

20.1

SERVICE AUTHORITY Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The SERVICE AUTHORITY designates the SERVICE AUTHORITY'S Director of Information and Technology, or designee, unless designated otherwise by the SERVICE AUTHORITY General Manager, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.16.2

20.2

CONSULTANT Representative. CONSULTANT appoints the Project Manager, [Insert name here], as the CONSULTANT'S Representative to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

Section 21

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:

21.1

FOR CONSULTANT:

21.2

FOR SERVICE AUTHORITY

21.3

With Copy to:

Section 22 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying 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 and no higher than those charged the CONSULTANT'S most favored customer for the same of substantially similar service. 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.

Section 23 GOVERNING LAW AND CHOICE OF FORUM

1. This contract shall be binding upon the assigns and successors of each party. Except to the extent Federal law is applicable, the interpretation, effect, and validity of this agreement shall be governed by the laws of the Commonwealth of Virginia.
2. Any party who wishes to bring against the other party a civil action or proceeding arising out of this contract or the relationship of the parties may bring such action or proceeding only in a Commonwealth court having jurisdiction in Prince William County, Virginia, USA.
3. For this purpose, each party consents to personal jurisdiction in such Commonwealth or court and waives any right to dismiss or transfer such action or proceeding because of the inconvenience of the forum.
4. Nothing in this section shall prevent enforcement in another forum of any judgment obtained in a court identified in subsection B above.
5. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, each party knowingly, voluntarily, and intentionally waives its right to a trial by jury in any litigation arising out of or relating to this agreement and the transactions it contemplates. This waiver applies to any litigation, whether sounding in contract, tort or otherwise. Each party acknowledges that it has received the advice of competent counsel.

Section 24 HEADINGS

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

Section 25 **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.

Section 26 **COUNTERPARTS**

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

Section 27 **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.

Section 28 **NOTICE OF COMMENCEMENT/NOTICE TO PROCEED**

CONSULTANT shall not commence work until: 1) all insurance to be furnished hereunder has been approved by the SERVICE AUTHORITY; 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 Project Agreement or other authorization agreement; or 3) for Work under Section 3.1, CONSULTANT has received a SERVICE AUTHORITY Purchase Order, along with either written or oral authorization from the SERVICE AUTHORITY’S Purchasing Manager or designee. The SERVICE AUTHORITY shall not be responsible to pay for or reimburse the CONSULTANT for any work that does not comply with this paragraph.

Section 29 **NONWAIVER OF DEFAULTS**

Failure of the SERVICE AUTHORITY or the CONSULTANT at any time, or from time to time, to enforce or require strict observance and performance of any term or condition of this Agreement will not constitute a waiver of, or affect, or impair such term or condition in any way; nor will such failure affect the right of either party to avail itself at any time of such remedies as it may have for any breach or breaches for such terms or conditions by the other party.

Section 30 **STRIKES OR LOCKOUTS**

The SERVICE AUTHORITY will accept no responsibility for any expense or delays caused to the CONSULTANT by strikes, slowdowns, or other concerted employee work interrupting activities by employees of the CONSULTANT or subconsultants except adjustment of the Agreement time where warranted, which shall be solely at the SERVICE AUTHORITY'S discretion.

Section 31 **CLAIMS BY CONSULTANT**

31.1

All claims of the CONSULTANT, all questions concerning interpretation or clarification of this Agreement or the acceptable fulfillment of this Agreement on the part of the CONSULTANT, and all questions as to compensation and to extension of time shall be submitted in writing to the SERVICE AUTHORITY for determination. All determinations, instructions, and clarifications of the SERVICE AUTHORITY shall be final unless the CONSULTANT files with the SERVICE AUTHORITY within thirty (30) calendar days after the SERVICE AUTHORITY notifies the CONSULTANT of any such determination, instruction, or clarification, a written protest, stating clearly and in detail the basis thereof.

31.2

The SERVICE AUTHORITY will issue a decision upon such protest. At all times the CONSULTANT shall proceed with the Work in accordance with determinations, instructions, and clarifications of the SERVICE AUTHORITY. The CONSULTANT shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any cost and expenses arising from its failure to do so. The CONSULTANT'S failure to protest the SERVICE AUTHORITY'S determinations, instructions, clarifications, or decisions within thirty (30) calendar days after receipt thereof shall constitute a waiver by the CONSULTANT of all its rights to further protest, judicial or otherwise. The SERVICE AUTHORITY'S decision will be final.

31.3

It is specifically agreed that any and all claims by a party against another party arising out of this Agreement or the performance of the Work thereunder or relating thereto, or otherwise (including but not limited to claims for extra work) shall be waived unless presented in writing to the other party within the time limit specified in this Agreement but in no event in excess of thirty (30) calendar days after occurrence of the event or circumstances giving rise to such claim.

31.4

The CONSULTANT shall also submit such information, costs and data in such detail and specificity as may be reasonably required by the SERVICE AUTHORITY to justify and substantiate such claims. The CONSULTANT shall certify that all such information, costs and data are accurate, complete, and true, to the best of its knowledge.

31.5

It is agreed that under no circumstances shall the CONSULTANT be compensated or reimbursed for expenses incurred in claim preparation, presentation, or prosecution unless directed by the SERVICE AUTHORITY.

Section 32 **CONSULTANT'S WARRANTY**

CONSULTANT represents that CONSULTANT'S work shall be performed with that degree of skill and judgment which is normally exercised by recognized professional engineering firms and construction management firms performing services of a similar nature, and that the work shall be performed and shall conform to generally accepted engineering and construction management standards and practices. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

Section 33 **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, 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 said subject matter of these Agreement Documents or any part thereof held in such suit to constitute infringement of any patent or patents and its use enjoined the CONSULTANT shall, at its own expense, subject to the limitation of the CONSULTANT liability prescribed in this Agreement, either procure for the SERVICE AUTHORITY the right to continue using said equipment and/or facilities or replace same with non-infringing equipment and/or facilities or modify it so it becomes non-infringing.

Section 34 **CONSULTANT'S EQUIPMENT AND FACILITIES**

The CONSULTANT shall provide and use on any work only such equipment and facilities as are capable of producing the quality and quantity of work and materials required by this Agreement and within the time or times specified in the Agreement schedule. The CONSULTANT'S equipment, and that of its subconsultants, shall at all times be in safe and good working order and shall meet the requirements of safe and good working order for operating condition. Use of equipment not meeting these requirements shall be discontinued until repaired. The SERVICE AUTHORITY reserves the right to direct the CONSULTANT to remove substandard equipment from the site.

Section 35 FACILITIES

USE OF SERVICE AUTHORITY'S EQUIPMENT OR

35.1

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. If the SERVICE AUTHORITY agrees to such request, the equipment or facilities will be charged to the CONSULTANT at agreed rental rates.

35.2

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. The CONSULTANT hereby agrees to indemnify the SERVICE AUTHORITY Indemnified Parties from any liabilities that may arise before 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.

Section 36

CONSULTANT'S SECURITY RESPONSIBILITIES

36.1

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 to its property.

36.2

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.

36.3

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.

36.4

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 based on information furnished by the construction contractor and the CONSULTANT.

36.5

The CONSULTANT shall be responsible for the security of the CONSULTANT'S laydown area provided or assigned to it and for the equipment and/or materials furnished, received, or issued by or to it.

36.6

Entrance into the SERVICE AUTHORITY'S property by employees of the CONSULTANT or its subconsultants will be subject to the SERVICE AUTHORITY'S security rules and regulations, and the CONSULTANT agrees to comply and cause compliance by its subconsultants therewith. 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. The CONSULTANT'S representatives and employees must enter the jobsite through an entrance designated by the SERVICE AUTHORITY. 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.

Section 37 **DAMAGE TO PROPERTY**

The CONSULTANT shall replace any lost or stolen property, repair any damage 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) as distinguished from the operations of a construction contractor vendor.

Section 38 **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.

Section 39 **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.

Section 40 **PROGRESS**

40.1

If requested by the SERVICE AUTHORITY'S Representative, prior to commencement of 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.

40.2

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 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.

40.3

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.

Section 41 **CLEANUP**

41.1

When working on SERVICE AUTHORITY property the CONSULTANT shall, at all times, keep its work areas in a neat, clean and safe condition.

41.2

At the completion of its Work, the CONSULTANT shall promptly remove its equipment, temporary structures, debris, and excess materials from the SERVICE AUTHORITY'S property and leave the site of its Work in a neat and clean condition.

41.3

If CONSULTANT fails to comply with this Section, the SERVICE AUTHORITY may remove debris, etc., at its expense and will, at the SERVICE AUTHORITY'S sole discretion back-charge the CONSULTANT for the costs or withhold payment from the CONSULTANT in an amount equal to the cost of the cleanup.

Section 42 **FORCE MAJEURE**

42.1

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 delayed, hindered or prevented by any cause which is beyond the reasonable control of the party affected thereby (hereinafter called "Force Majeure"). Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the party claiming Force Majeure: war (declared or undeclared), fire, riot, storm, hurricane, earth quake, tornado, 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, which is not reasonably within the control of the party claiming Force Majeure.

42.2

The party affected by any Force Majeure shall give prompt written notice to the other party advising of the nature and extent of any Force Majeure and advising of the effects of the Force Majeure upon the completion and cost of the work hereunder. The parties shall consult promptly with each other concerning the Force Majeure and shall endeavor to agree upon mutually acceptable corrective action. In the event of a Force Majeure 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.

Section 43 **SUSPENSION**

43.1

The SERVICE AUTHORITY may, at its sole option, decide to suspend at any time the performance of all or any portion of Work to be performed under this Agreement. The CONSULTANT will be notified of such decision by the SERVICE AUTHORITY in writing. The order shall be specifically identified as a stop work order under this article. Upon receipt of the 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 order during the period of suspension.

43.2

Upon receipt of any such notice, the CONSULTANT shall, unless the notice requires otherwise, do the following:

- A. Immediately discontinue Work on the date and to the extent specified in the notice;
- B. 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 notice;
- C. 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
- D. Continue to protect and maintain the Work including those portions on which Work has been suspended.

43.3

As full compensation for such suspension, the CONSULTANT shall be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of Work:

- A. All reasonable costs associated with mobilization and demobilization of the CONSULTANT'S plant, forces, and equipment;
- B. An equitable amount to reimburse the CONSULTANT for the cost of maintaining and protecting that portion of the Work upon which has been suspended;
- C. If, as a result of any such suspension of Work, the cost to the CONSULTANT of subsequently performing Work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of Work.

Section 44

RECORD DRAWINGS AND SPECIFICATIONS

44.1

During construction, the CONSULTANT shall maintain for the SERVICE AUTHORITY a record of deviations on the basis of information compiled and furnished, in part, by others, from the Work as shown in the drawings and specifications and as actually installed. Before final payment by the SERVICE AUTHORITY, the CONSULTANT shall revise any drawings and specifications affected by such deviation so that all such documents shall show the Work. A digital drawing or approved equal of the final "as built" issue of manufacturer's certified outline drawings.

44.2

A weekly review of the markup record drawings at the construction site will be conducted at the weekly progress meeting.

Section 45

ORDER OF PRECEDENCE

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

- A. Project Agreement or Task Order
- B. _____ Agreement
- C. RFP
- D. Response to RFP

Section 46

SUCCESSORS AND ASSIGNS

The SERVICE AUTHORITY and CONSULTANT bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this

Agreement. The CONSULTANT shall not assign this Agreement without written consent of the SERVICE AUTHORITY.

Section 47 **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, attested to by its SERVICE AUTHORITY Clerk, duly authorized to execute same and by CONSULTANT by and through its duly authorized officer(s) to execute same.

SERVICE AUTHORITY

PRINCE WILLIAM COUNTY SERVICE
AUTHORITY of, VIRGINIA

By: _____

____ day of _____, 201__.

AUTHENTICATION:

Service Authority Clerk

(SEAL) Seal

Approved as to form

By: _____

Service Authority Attorney

CONSULTANT

By: _____

Name: _____

Title: _____

____ day of _____, 201_.

AUTHENTICATE:

Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

EXHIBIT "A" SALARY COSTS

January 2011

		Maximum	Overhead	Maximum
	Employee Category	Raw Salary Rate	Factor	Hourly Rate
1	Company Officer	\$_____	_____	\$_____
2	Technical Expert	\$_____	_____	\$_____
3	Senior Principal Professional	\$_____	_____	\$_____
4	Principal Professional	\$_____	_____	\$_____
5	Supervising Professional	\$_____	_____	\$_____
6	Senior Professional	\$_____	_____	\$_____
7	Professional	\$_____	_____	\$_____
8	Assistant Professional	\$_____	_____	\$_____
9	Associate Professional	\$_____	_____	\$_____
10	Senior Designer	\$_____	_____	\$_____
11	Designer	\$_____	_____	\$_____
12	Senior Technician	\$_____	_____	\$_____
13	Technician	\$_____	_____	\$_____
14	Senior Inspector	\$_____	_____	\$_____
15	Inspector	\$_____	_____	\$_____
16	Senior Administrator	\$_____	_____	\$_____
17	Administrative Assistant	\$_____	_____	\$_____
18	Secretarial	\$_____	_____	\$_____
19	Clerical	\$_____	_____	\$_____

Maximum Raw Salary Rates and Maximum Hourly Rates shall be adjusted as defined in Section ____ of the _____ Agreement.

Examples of Hourly Rate Computation:

Example 1: Employee Category: Professional. Employee Actual Raw Salary Rate = \$28.72/hr
Actual Raw Salary Rate of \$28.72 < Maximum Raw Salary Rate of \$30.00;
therefore, use

Actual Raw Salary Rate of \$28.72/hr
 Actual Raw Salary Rate x Overhead Factor = Hourly Rate
 \$28.72/hr x _____ = \$84.72 Hourly Rate

Example 2: Employee Category: Professional. Employee Actual Raw Salary Rate = \$31.25/hr
 Actual Raw Salary Rate of \$31.25 > Maximum Raw Salary Rate of \$30.00;
 therefore, use

Maximum Raw Salary Rate of \$30.00
 Maximum Raw Salary Rate x Overhead Factor = Hourly Rate
 \$30.00/hr x _____ = \$88.50 Hourly Rate

EXHIBIT "B" SPECIFICATIONS AND SCOPE OF WORK

Other Activities: The CONSULTANT may perform other Work the CONSULTANT is qualified to provide which the SERVICE AUTHORITY authorizes. The request for such Work must be from the SERVICE AUTHORITY'S IT Director and may be verbal or written. The CONSULTANT shall invoice these services in accordance with EXHIBIT " _ ". The CONSULTANT shall perform services not specifically delineated in Sections 1 through 4 above, when the fee for professional services for each service does not exceed the limits outlined in Virginia Statutes and the SERVICE AUTHORITY specifically authorizes each service.

EXHIBIT "C" PROJECT AGREEMENT

PROJECT AGREEMENT
Between
THE SERVICE AUTHORITY
And
CONSULTANT
For
Work Authorization No. _____
(Project Description)

Pursuant to the provisions contained in the _____ Agreement between the SERVICE AUTHORITY and CONSULTANT for _____ (hereinafter referred to as "_____ AGREEMENT") dated _____, 2011, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The SERVICE AUTHORITY and the CONSULTANT agree as follows:

1. DEFINITIONS

1.1. Change Order: Change Order shall mean a written order to the CONSULTANT executed by the SERVICE AUTHORITY, issued after execution of a Project Agreement or other agreement, authorizing and directing an addition, deletion or revision in the Work or an adjustment in the Contract Price or Contract Times, issued on the effective date of the Agreement.

1.2. Contract Documents: The Contract Documents establish the Rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, 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 Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic format of text, data, graphics, and the like that may be furnished by the SERVICE AUTHORITY, the CONSULTANT or the Engineer to the Contractor are not Contract Documents.

1.3. 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 Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by the SERVICE AUTHORITY).

1.4. Subconsultant: An entity having a direct contract with the CONSULTANT or with any other Subconsultant for the performance of a part of the Work.

1.5. Work: The entire completed construction or the various separately identifiable parts thereof required to be provided under this Project Agreement. Work includes and is the result of performing or providing all labor, services, and documentation necessary to complete the Work, all as required by this Project Agreements.

2. SCOPE OF SERVICES

2.1. The CONSULTANT shall provide _____ to the SERVICE AUTHORITY for the Project as described in the "Project Description" attached as **EXHIBIT "___"**.

2.2. The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in **EXHIBIT "___"**.

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 _____ Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra Work.

3. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the SERVICE AUTHORITY the Deliverables as listed in **EXHIBIT "___"**.

4. TERM / TIME OF PERFORMANCE / DAMAGES

4.1. Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through **[insert date]**, unless otherwise terminated pursuant to Section 4 or other applicable provisions of this Project Agreement. The SERVICE AUTHORITY'S Information Technology Director, in their sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed **[insert number of days]** days. No further extensions of this Agreement shall be effective unless authorized by the SERVICE AUTHORITY Board of Directors.

4.2. Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification 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 issuance of the Notification to Proceed. The CONSULTANT must receive written notice from the SERVICE AUTHORITY'S Information Technology Director or designee prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting notice for the CONSULTANT to proceed to a subsequent phase, the SERVICE AUTHORITY'S IT Director or designee may, at its sole option, require the CONSULTANT to submit the itemized deliverables/documents identified in **EXHIBIT "___"** of this Agreement for the Director's review.

4.3. Contract Time. Upon receipt of the Notification to Proceed and the fully executed Purchase Order, the CONSULTANT shall commence services to the SERVICE

AUTHORITY on the Commencement Date, and shall continuously perform services to 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 Agreement as **EXHIBIT "___"**. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

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 shall be in conformance with **EXHIBIT "___"** of the _____ Agreement.

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 Project, (as listed in **Exhibit "___"** of the _____ Agreement) up to a maximum amount not-to-exceed including Other Direct Costs \$_____.

5.3. Lump Sum Compensation. SERVICE AUTHORITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$_____. 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.

6. BILLING AND PAYMENTS TO THE CONSULTANT

Billing and payments to the CONSULTANT shall be in accordance with **EXHIBIT "___"** of the _____ Agreement.

7. TERMINATION / SUSPENSION

7.1. Termination shall be in accordance with Section 6 of the _____ Agreement.

7.2. Suspension in accordance with Section 43 of the _____.

7.3. 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 to the SERVICE AUTHORITY. All Work product provided under this Section shall be used solely for its intended purpose.

8. PERSONNEL ASSIGNED TO PROJECT

8.1. The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, 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 Project by the CONSULTANT be removed from the Project and reassigned for good cause.

9. INCORPORATION OF ----- AGREEMENT

9.1. All terms and conditions of the Agreement" between the SERVICE AUTHORITY and the CONSULTANT dated _____, **2011**, 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.

10. SEVERABILITY

10.1. 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 shall be deemed valid and enforceable to the extent permitted by law.

[SPACE INTENTIONALLY LEFT BLANK]

SAMPLE

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, attested to by its SERVICE AUTHORITY Clerk, duly authorized to execute same and by CONSULTANT by and through its Vice President, duly authorized to execute same.

SERVICE AUTHORITY

PRINCE WILLIAM COUNTY SERVICE AUTHORITY,
VIRGINIA

By: _____

_____ day of _____, 20__.

AUTHENTICATION:

(SEAL) Seal

Approved as to form:

By: _____
Service Authority Attorney

CONSULTANT

[INSERT NAME]

By: _____

____ day of _____, 20____.

AUTHENTICATE:

Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

EXHIBIT “D” PROJECT DESCRIPTION

MISCELLANEOUS SERVICES

[DEFINE MISCELLANEOUS SERVICES IF ANY]

EXHIBIT “E” PROJECT SCHEDULE

Task Description	Task Completion In Weeks Following Authorization

EXHIBIT “F” PAYMENT SCHEDULE

Task Description	Percent of Total Fee	Fee

EXHIBIT “G” PROJECT DELIVERABLES

EXHIBIT “H” SUBCONSULTANTS LIST

1. (None at this time)
- 2.

EXHIBIT “I” COMPENSATION AND METHOD OF PAYMENT

SERVICE AUTHORITY agrees to pay the CONSULTANT, as compensation for the consulting Engineering services provided for in this Agreement, an amount to be negotiated by the SERVICE AUTHORITY and the CONSULTANT, in accordance with the provisions of this Agreement and the SERVICE AUTHORITY Ordinances and/or policy.

1. METHOD OF BILLING AND PAYMENT

1.1 The CONSULTANT shall submit invoices no more frequently than once per month to the SERVICE AUTHORITY’S Representative for services performed to date under this Agreement. Said invoice shall include at minimum the items identified in Paragraph 4 below.

1.2 The SERVICE AUTHORITY agrees that it will make its best efforts to pay the CONSULTANT within forty-five (45) calendar days of receipt of the CONSULTANT’S correct statement as provided herein and in accordance with **TABLE __** of this Exhibit.

1.3 Payment will be made to the CONSULTANT at the following address:

2. INVOICES

CONSULTANT invoices must consist of the following:

2.1 FOR HOURLY RATE WORK

A. Project Number and Project Name assigned by SERVICE AUTHORITY

- B. Date
- C. Billing Period
- D. Invoice Number
- E. Purchase Order Number
- F. Nature and summary of work performed
- G. Name of employee doing work, total hours of work performed by employee, employee's hourly rate and employee contract category
- H. Other Direct Costs (ODC), person incurring ODC, nature of work with which ODC expense was incurred. External ODC's and subconsultant fees must be documented by copies of invoices or 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 billed against. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. All ODC's for hourly work shall be pre-approved by the SERVICE AUTHORITY. ODC's for Hourly Work not pre-approved by the SERVICE AUTHORITY shall not be paid.
- I. Summary of Hourly Rate costs and ODC's with accrual of the total and credits for portions previously paid. Expressly state amount billed to date.
- J. Documentation of CONSULTANT'S internal expenses by CONSULTANT'S appropriate cost accounting forms with a summary of charges by category.
- K. If multiple SERVICE AUTHORITY accounts are used, allocation of work to each account.
- L. When requested by SERVICE AUTHORITY, CONSULTANT shall provide backup for past and current invoices.

2.2 FOR LUMP SUM WORK

- A. Project Number and Project Name assigned by SERVICE AUTHORITY.
- B. Date.
- C. Billing Period.
- D. Invoice Number.
- E. Purchase Order Number.
- F. Phase of Work as set forth in the work authorization and the estimated percentage of work completed. Billings for each phase shall not exceed the amount allocated to said phase. Invoice shall include a summary of fees with accrual of the total and credits for portions paid previously.
- G. Amount billed to date on previous invoices.
- H. Amount paid to date on previous invoices.

- I. If multiple SERVICE AUTHORITY accounts are used, allocation of work to each account.
- J. Beginning and ending balance amount.
- K. When requested by SERVICE AUTHORITY, CONSULTANT shall provide backup for past and current invoices that record hours, hourly rate costs and expenses so that total hours and costs by tasks may be determined.

2.3 Invoices shall be accompanied by such supporting documentation as the SERVICE AUTHORITY may from time to time reasonably request. Supporting documentation for reimbursable costs shall include, but not be limited to the following:

- A. Labor costs shall be supported by a description of the Work performed during the invoiced period, if requested, as agreed to by the SERVICE AUTHORITY, and by person.
- B. Billings by the CONSULTANT for the SERVICE AUTHORITY-approved services, expenses and other costs for outside commitments, of vendors, suppliers and subconsultants shall be supported by copy of such third parties' original invoice and related supporting documentation.
- C. Billings for travel and per diem expenses shall be supported by travel expense reports.
- D. The CONSULTANT will prepare and the CONSULTANT'S Project Manager will sign each invoice submitted.

2.4 CONSULTANT Pay Requests: The CONSULTANT'S payment requests for services rendered on an hourly or lump sum basis by the CONSULTANT shall additionally, where applicable, reflect the allocations as provided in this Agreement and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the CONSULTANT, which signature shall constitute the CONSULTANT's representation to the SERVICE AUTHORITY that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the raw salary and hourly rates billed are correct and in accordance with the categories listed in **EXHIBIT “__”**, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the CONSULTANT covered by prior invoices have been paid in full, and that, to the best of the CONSULTANT's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the CONSULTANT that payment of any portion thereof should be withheld. Submission of the CONSULTANT's invoice for final payment and reimbursement shall further constitute the CONSULTANT's representation to the SERVICE AUTHORITY that, upon receipt from the SERVICE AUTHORITY of the amount invoiced, all obligations of the CONSULTANT to, others, including its consultants, incurred in connection with the Project, will be paid in full.

2.5 The SERVICE AUTHORITY may withhold payment on items lacking proper support until such support is received and accepted by the SERVICE AUTHORITY. Disputed items will be deducted from invoices by the SERVICE AUTHORITY and referred to the CONSULTANT for clarification to avoid delay in payment of undisputed items.

Payment by the SERVICE AUTHORITY of the CONSULTANT'S invoices shall be without prejudice to the SERVICE AUTHORITY'S right to audit the CONSULTANT'S invoices and to challenge the correctness of the invoice at any time thereafter.

2.6 As soon as practical after submission to the SERVICE AUTHORITY of **1)** the CONSULTANT'S final statement supported by an invoice, and **2)** a certificate signed by the SERVICE AUTHORITY'S Representative that the work under this Agreement has been satisfactorily completed, the SERVICE AUTHORITY shall make final payment in an amount which will make the aggregate of all progress payments and the final payment equal to the full amount due under the Agreement. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the SERVICE AUTHORITY that, upon receipt from the SERVICE AUTHORITY of the amount invoiced, all obligations of the CONSULTANT to others, including its subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the SERVICE AUTHORITY all documents requested by the SERVICE AUTHORITY evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Project Agreement. Acceptance of final payment shall constitute a waiver of all claims against the SERVICE AUTHORITY by the CONSULTANT.

2.7 Payments otherwise due the CONSULTANT may be withheld in an amount sufficient to satisfy any claim which the SERVICE AUTHORITY may have against the CONSULTANT.

2.8 The CONSULTANT shall promptly repay to the SERVICE AUTHORITY, within thirty (30) days after receipt of the SERVICE AUTHORITY'S request, any overpayment by the SERVICE AUTHORITY.

The SERVICE AUTHORITY may withhold ten percent (10%) of each monthly invoice. Retainage will be released (in part) to the CONSULTANT upon successful completion of any phase of the work, as approved by the SERVICE AUTHORITY. The CONSULTANT shall submit written request for release of retainage to the SERVICE AUTHORITY that describes the phase of work successfully completed, and the amount of retainage withheld for said work.

Table ____

Cost Breakdown

Cost	ODC	Overhead/ Non- Reimbursable	Hourly Rate
CONSULTANT Staff Assigned to the Work			X
CONSULTANT Staff Not Assigned to the Work		X	
Subcontracted Specialty Services	X		
Outside Reproduction Services	X		
- Photocopying, printing or binding of drawings specifications, renderings, and other documents - Printing, mounting, laminating and/or physically preparing presentation materials			
High-End Computer Usage and Software Maintenance Charges	X		
Computer Aided Drafting and Design Software (CADD) Geographical Information System Software (GIS)			
Federal, State, and Local Regulatory Fees, including OSHA Health & Safety	X		
- Applications Fees - Permits Fees - Permit Modification Fees - Filing Fees - Public Information and Document Requests fees			
Work Travel and Subsistence Expenses	X		
Work Equipment Expenses (Rental or Purchase), including computer and communication usage	X		
Work Related Mileage or Car Rental Charges	X		
Overhead Salaries		X	
Bonuses & Incentives		X	
Retirement Pay		X	
Social Security		X	
Federal and State Unemployment Allowances		X	

Cost	ODC	Overhead/ Non- Reimbursable	Hourly Rate
Insurance Not Required by the Service Authority		X	
Insurance Required by the Service Authority	X		
Pension Plan Costs		X	
Allowances for Vacation, Sick leave, and Holiday Pay		X	
Buildings		X	
Taxes		X	
Licenses		X	
Support Services (i.e. Cleaning, Storage, Utilities)		X	
Storage Related to the Work on the jobsite	X		
Non-Work Related Travel and Subsistence		X	
Costs/Expenses Recoverable by Insurance		X	
Costs/Expenses Related to CONSULTANT'S Default or Breach of Contract		X	
Recruiting and Advertising Costs		X	
Contributions, Donations, Entertainment, or Organizational Membership		X	
Fines and Penalties Due to CONSULTANT'S Violation or Non-Compliance with Laws and Regulations		X	
CONSULTANT'S Defective Work		X	
Interest on borrowed money and associated finance charges		X	
Costs or expenses not in accordance with this Agreement		X	