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REQUEST FOR PROPOSALS

AUDIT SERVICES

Request for proposal issued	April 29, 2022
Questions deadline	May 13, 2022
Due date for proposals	May 27, 2022
Deliver electronically to:	info@novaregion.org

Northern Virginia Regional Commission (NVRC) reserves the right to reject any and all proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure. NVRC does not discriminate against faith-based organizations, or against any other Offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by law.

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NORTHERN VIRGINIA REGIONAL COMMISSION

REQUEST FOR PROPOSALS

AUDIT SERVICES

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I. INTRODUCTION

A. Purpose of Solicitation

The Northern Virginia Regional Commission (NVRC) is requesting proposals from qualified Certified Public Accounting (CPA) firms to audit its FY 2022 (July 1, 2021-June 30, 2022) financial statements, and to provide other services as explained in Section II. The selected firm shall be engaged by a one-year agreement with the option to extend the agreement annually for up to four additional years.

The audit is to be performed in accordance with:

- Auditing standards generally accepted in the United States of America;
- Audit standards promulgated in the U.S. Government Accountability Office's Government Auditing Standards, also known as Generally Accepted Government Auditing Standards (GAGAS)
- Provisions of the Single Audit Act of 1984 and the Single Audit Act Amendment of 1996;
- The *Specifications for Audits of Authorities, Boards, and Commissions* issued by the Auditor of Public Accounts of the Commonwealth of Virginia;
- Requirements of *2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.

B. Background

NVRC is a public body, created in 1969, whose programs and policies are established by a 24-member Board of Commissioners composed entirely of elected council and board members appointed by the governing bodies of thirteen member localities. NVRC's work covers a wide range of issues of concern to the member governments and the region.

C. Relationship of the Parties

The selected individual(s) or firm(s) ("Contractor") will be engaged as an independent contractor and not as an employee of NVRC. The Contractor shall not act as an agent or representative of NVRC, unless agreed by the parties in writing. NVRC shall not withhold any taxes or in any manner treat the Contractor as an employee in provision of payment or fringe benefits. Contractor will be retained for the purpose of work described in Section II below and will provide a completed IRS form W-9 at the time of engagement.

II. SCOPE OF WORK

A. General Scope of Work

The auditor shall express opinions on the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America.

The auditor shall include performance of applicable procedures and reporting for the custodial funds managed by NVRC as fiduciary agent for the GO Virginia Regional Council #7.

The auditor shall also be responsible for performing certain limited procedures on supplementary information required by accounting principles generally accepted in the United States of America, including the Management's Discussion and Analysis (MD & A)

The auditor shall assist in preparation of the MD & A by populating tables and related text with updated information.

The auditor shall issue a report on the internal control over financial reporting and on compliance and other matters (including compliance with certain provisions of laws, regulations, contracts, and grant agreements) based on an audit of financial statements performed in accordance with *Government Auditing Standards*.

The auditor shall also express an opinion on the Schedule of Expenditures of Federal Awards, and supplemental information in relation to the basic financial statements taken as a whole by subjecting the supplemental schedules to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures.

The auditor shall issue a report on compliance with requirements applicable to each major federal program and internal control over compliance required by *2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*. The auditor shall prepare a Schedule of Findings and Questioned Costs and a Summary Schedule of Prior Audit Findings.

The auditor shall prepare the SF-SAC Data Collection Forms for Reporting on Audits of States, Local Governments, and Non-Profit Organizations as required by *2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, for submission by NVRC to the Federal Audit Clearinghouse.

B. Auditing Standard

To meet the requirements of this request for proposals, the audit shall be performed in accordance with the auditing standards detailed in Sections I and II.

C. Reports

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. Independent auditors' reports on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.
2. Independent auditors' reports on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
3. Independent auditors' reports on compliance with requirements applicable to each major federal program and on internal control over compliance required by the Uniform Guidance (2 CFR Part 200).

In the required reports on internal controls, the auditor shall communicate any significant deficiencies and material weaknesses found during the audit in accordance with *2 CFR Part 200*.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware, to the NVRC Executive Committee and to the NVRC Executive Director.

In addition, auditors shall assure that the NVRC Executive Committee and Executive Director are informed of each of the following:

1. The auditors' responsibility under generally accepted auditing standards.
2. Preferability of accounting policies and practices, adoption of or change in accounting policies, pending accounting pronouncements, significant or unusual transactions, management's judgments and accounting estimates.

3. Significant audit adjustments.
4. Uncorrected misstatements.
5. Disagreements with management.
6. Management consultation with other accountants.
7. Significant issues discussed with management prior to retention or arising from the audit.
8. Significant difficulties encountered in performing the audit.
9. Significant written communications with management.

Draft reports shall be completed by October 15, 2022, and the auditor shall attend meetings of NVRC's Executive Committee and Board of Commissioners, scheduled for late October, for oral presentation and questions.

D. Special Considerations

NVRC has no assigned cognizant agency for negotiation of indirect costs, in accordance with the provisions of the Single Audit Act and *2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, and Statement of Auditing Standards.

Some of NVRC's accounting records include information that is protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Audit staff will be required to sign a confidentiality pledge that will be retained by NVRC.

E. Other Requirements

NVRC generally presents comparative information about the fiscal year being audited and the most recent previous audited fiscal year, in some of the summary schedules.

F. Working Papers Retention

All working papers and reports must be retained, at the auditor's expense, for the duration of the contract and for a minimum of seven years in all, unless the firm is notified in writing by NVRC of the need to change the retention period. The auditor may be required to make working papers available, upon request, to the

following parties or their designees:

- The Auditor of Public Accounts of the Commonwealth of Virginia
- The Inspector General of the U.S. Department of Transportation
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state governments or by NVRC or as part of an audit quality review process
- Auditors of entities of which NVRC is a subrecipient of grant funds

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

G. Additional Services

The auditor will keep NVRC fully informed as to new GASB/FASB pronouncements that are applicable to NVRC, and to provide assistance in implementing and complying with the specific reporting requirements applicable to NVRC, as needed and provided independence is not impaired.

NVRC may request additional financial services beyond those listed above, but only if the firm's independence is not impaired by performing those services.

III. TERM OF CONTRACT

The contract shall cover the audit for the fiscal year ending June 30, 2022 with an option to renew for four (4) additional years. Each year's engagement is subject to availability of funds in that year.

IV. QUALIFICATIONS

A. Firm Qualifications and Experience

Include an affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in the Commonwealth of Virginia. Also, an affirmation that the respondent meets any and all other specific qualification requirements imposed by state or local law should be provided.

The proposal should provide:

1. The organization and size of the firm,
2. The size of the firm's governmental staff;

3. The location of the office from which the work on this engagement is to be performed
4. The description of the range of activities performed by the local office such as audits, accounting, tax services or management services;
5. A description of the auditor's experience with governmental financial reporting, including experience with and understanding of the key differences between governmental accounting and financial reporting as distinguished from private sector practices;
6. Prior Engagements with NVRC or member public bodies

B. Staff Qualifications and Experience

1. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the audit.
2. Provide resumes and information on the specific governmental audit experience of each staff person to be assigned to the audit, including training and relevant continuing professional education, with emphasis on government auditing experience when applicable.
3. The proposal should consider listing the specific government audit engagements on which each of the assigned audit staff has served, as well as the specific audit engagements of Virginia localities on which each of the assigned staff has served.
4. Assurances that the quality of staff over the term of the agreement will be maintained.

V. SPECIFIC AUDIT APPROACH AND WORK PLAN

The proposal should set forth a work plan and an explanation of the audit methodology to be used to perform the requested services. In developing the work plan, reference should be made to such sources of information as NVRC's budget and related materials, organization charts, manuals and programs, and accounting systems. The offeror should clearly distinguish tasks that the auditor will undertake as distinguished from those which are the responsibility of NVRC.

Offerors should provide the following information on their audit approach:

1. Discussion regarding the overall approach and process in conducting the audit;
2. Explanation of how NVRC staff would be used, if at all, to assist during the audit;
3. Level of staff to be assigned to each segment of the engagement;
4. Extent and manner in which computer assisted auditing procedures and statistical sampling techniques may be used, and approach in drawing audit samples for the purpose of compliance testing;
5. Type and extent of analytical procedures to be used in the engagement;
6. Approach to be taken to gain and document an understanding of internal control structure;
7. Approach to be taken in determining laws and regulations that will be subject to audit procedures;
8. Discussion on how audit staff would audit computerized systems;
9. Procedures that will be followed in the technical review of audited financial statements prior to their issuance
10. Statement verifying the auditor's understanding of the specific reporting requirements of these engagements.
11. Nature of the electronic file-sharing or other systems auditor will make available to NVRC staff for the purpose of transmitting audit schedules and other information.
12. Description of any anticipated potential audit problems, the auditor's approach to resolving these problems, and any special assistance that will be requested from NVRC.

VI. OTHER

Although selection will rely on the demonstrated qualifications and experience of the offerors, NVRC values participation of Small, Women-owned, and Minority-owned (SWaM) Businesses.

NVRC retains the right to approve or reject replacements. Engagement partners, managers, other supervisory staff, consultants, and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons, but only with the express written permission of NVRC. Other audit personnel may be changed at the

discretion of the proposer subject to the reasonable approval of NVRC provided that replacements have substantially the same or better qualifications or experience.

VII. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Inquiries concerning the Request for Proposals, or the proposed engagement must be made in writing and received at info@novaregion.org by 5:00 PM on May 13, 2022.

2. Submission; Deadline; Official Time; Consequences of Lateness

To be considered, an electronic copy of the proposal must be received by info@novaregion.org by 5:00 PM on May 27, 2022. Pages should be numbered, and each section should be clearly marked. Offerors should include “RFP for Audit Services” in the subject line.

The time stamp of the email transmittal will serve as the official source of time. Proposals received after the date and time prescribed shall not be considered.

3. Cost of Preparing and Submitting Proposals Not Reimbursable

Firms/individuals responding to this RFP will not be paid for any costs incurred in the preparation or submission of a proposal, or in appearing before persons participating in the selection process.

B. Required Proposal Contents

Proposals should be prepared simply and economically providing a straightforward and concise description of the offeror’s ability to meet the requirements of this RFP.. Proposals should follow the format described below and include all the information requested below.

1. Cover Letter and Table of Contents

The cover letter that is no more than one page in length should serve as an executive summary of the proposal.

2. RFP Submission Form

An RFP Submission Form with the signature of a person authorized to submit the proposal on behalf of the Offeror must be provided with the proposal. A blank RFP Submission Form is provided as Attachment A.

3. Proposal

- a. Discuss Offeror's approach and ability to complete each of the tasks in the Scope of Work outlined in Section II and V. Propose a schedule to complete the tasks.
- b. Discuss the offeror's qualifications and how they pertain to the Scope of Work outlined in Section II. Provide CVs or resumes of the proposed project manager and team members. Discuss any other qualifications that the Offeror believes can benefit performance of the work outlined in this RFP.
- c. References: Provide contact information for at least three clients that NVRC may contact. Local government agencies similar in size and complexity preferred. For each reference, indicate the following:
 - i. Client Name;
 - ii. Contact Name and Title;
 - iii. Contact Phone Number and Email;
 - iv. Business/Industry of Client;
 - v. Description of Services provided
 - vi. Length of Relationship; and
 - vii. Brief explanation regarding the end of the business relationship, if applicable.

Provide examples of your work for each reference company provided.

- d. The Offeror is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements. In addition, the firm shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three years. The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three years with state regulatory bodies or professional organizations.

VIII. PROPOSAL CALENDAR

The following is a list of anticipated key dates for this solicitation:

Request for proposal issued	April 29, 2022
Questions deadline	May 13, 2022, @ 5:00 PM
Due date for proposals	May 27, 2022, @ 5:00 PM
Selection of finalist(s)	June 23, 2022
Expected contract date	July 1, 2022

IV. SELECTION OF CONTRACTOR

A. Selection Committee

Proposals received by the stated deadline will be evaluated by a selection committee. The selection committee will make recommendations to NVRC.

B. Basis for Award

The Selection Committee will base its recommendation on overall responsiveness and on the "Evaluation Criteria" set forth below. Additional information may be requested by the Selection Committee at any time prior to making a final recommendation to NVRC and may be among other factors considered.

Please Note: NVRC is using competitive negotiation for professional services in this selection. The statutory authority for this is provided in the Virginia Public Procurement Act §2.2-4302.2(A)(4)

Once each member of the Selection Committee has read and rated each proposal using the evaluation criteria, the Committee may engage in individual discussions with two or more of the offerors whose qualifications and proposed services are deemed most meritorious. At this stage, the Selection Committee may invite discussion of nonbinding estimates of price for services. The Committee will then establish consensus on an order of preference, based on the ranking of the proposals and all information developed in the selection process to this point.

Negotiations shall then be conducted with the offeror whose proposal is deemed to be in the best interest of NVRC. Should negotiations fail with this offeror, negotiations will be terminated with that offeror and negotiations will be opened with the next ranked firm, as required under the Virginia Public Procurement Act. Should NVRC determine, in its sole discretion, that only one offeror is qualified, or that one offeror is clearly more highly qualified than the other under consideration, a contract may be negotiated and awarded to that offeror. The file will show the Committee’s perception of the strengths and weaknesses of each proposal received as basis for selection.

C. Evaluation Criteria

Evaluation criteria will include the following. Percentages indicate relative importance among these factors.

Evaluation Criteria and Weighting

Criteria	Weight
Proposed work plan and timetable	30%
Capacity, resources, and approach of Offeror to meeting the tasks and requirements of the RFP.	35%
Qualifications, credentials, and related experience of Offeror’s key personnel and team.	30%
Small , Woman-owned and Minority owned business	5%
TOTAL	100%

D. Oral Presentations

During the evaluation process, the selection committee may, at its discretion, request any one or all Offerors to make oral presentations. Such presentations will provide each with an opportunity to answer any questions the committee may have on the proposal. Not all Offerors may be asked to make oral presentations.

E. Recommendation of Selection Committee

Selection of finalist(s) will be made based on the assessment that one or more proposal(s) is responsive to the solicitation and is most advantageous to NVRC, at a fair and reasonable price.

F. Contract Development

Once an entity is selected to enter contract negotiations, NVRC reserves the right to propose a contract that amends the scope of the RFP or the entity's proposal prior to signing the contract. At the same time, this RFP and the entity's proposal will be incorporated by reference directly into the final contract.

G. Contingency of the Contracts

Award of contracts to the selected individual(s) or firm(s) is contingent upon:

- the budget and appropriation of funds (if necessary); and
- the successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing will result in no award at this time.

H. Right to Reject Proposals

NVRC reserves the right to reject any or all proposals, or to modify or cancel this solicitation, if it is in the interest of NVRC.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between NVRC and the entity selected.

X. Contract Terms and Conditions

- Conflict:** In the event of a conflict between the contract documents, including these Contract Terms and Conditions, the final executed contract documents shall control.
- Alien employment:** Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
- Anti-Discrimination:** The Contractor certifies to NVRC that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods,

services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

The following provisions apply to all contracts over \$10,000:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or offeror for employment because of race, religion, color, sex, national origin, age, disability, service-disabled veterans, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and offerors for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of NVRC.
- E. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available for the purchase of such goods and/or services. NVRC's extended obligations on those contracts that envision extended

funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

- F. **Changes and Additions:** It shall be the responsibility of the Contractor to notify NVRC, in writing, of any necessary modifications or additions in the Scope of the contract. Compensation for changes or additions in the Scope of the contract will be negotiated and approved by NVRC, in writing.

Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to the contract prior to NVRC's approval in writing shall be at the total risk of the Contractor and said work may not be compensated by NVRC.

- G. **Conflicts of Interests:** The Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring supplies, equipment, materials, or other goods on the same project.

- H. **Contractor's Failure to Perform:** Failure of the Contractor to perform the contract by reason of NVRC's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by NVRC and may result in debarment of the Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor shall not constitute a waiver by NVRC of any other rights or remedies available to NVRC by law or contract.

- I. **Contractual Disputes:** The Contractor shall give written notice to NVRC of his/her intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to NVRC no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, NVRC shall reduce its decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

- J. **Copyright Protection:** Contractor agrees to defend and save NVRC, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

- K. **Default:** In event of default by Contractor, NVRC reserves the right to procure the goods and/or services from other sources and hold Contractor

liable for any excess cost occasioned thereby. Such actions taken by NVRC shall not release the Contractor from additional remedies that may be allowed by law.

- L. **Drug-Free Workplace:** During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, available to employees and offerors for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Contractor or vendor.

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

- M. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed, or amended unless in writing and signed by the parties hereto.
- N. **Exemption from Taxes:** NVRC is exempt from state sales tax and federal excise tax. A tax exemption certificate indicating NVRC's tax exempt status will be furnished by NVRC upon request.
- O. **Faith-based Organizations:** NVRC does not discriminate against faith-based organizations.
- P. **Governing Law:** This contract shall be made, entered into, and shall be performed in the National Capital Region (NCR), and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this the contract, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of

Fairfax County, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Alexandria Division.

The Contractor shall not cause a delay in services because of litigation pending or during litigation proceedings, except with the express, written consent of NVRC or written instruction/order from the Court.

- Q. **Indemnification:** Contractor shall defend and indemnify NVRC, and NVRC's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against Contractor, its employees, agents, and volunteers, or incurred by or claimed against NVRC, NVRC's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by Contractor. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by NVRC due to the negligent, fraudulent, or criminal acts of Contractor or any of the Contractor's officers, shareholders, employees, agents, sub-Contractor, or any other person or entity acting on behalf of Contractor. Unless otherwise provided by law, the indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
- R. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of NVRC.
- S. **Invoicing/Payment and Interest:** Prior to payment the Contractor shall provide their federal employer identification number. Payment to the Contractor shall be made not more than forty-five (45) days after goods or services are received; or not more the forty-five (45) days after the invoice is rendered, whichever is later.

Unless otherwise provided under the terms of this contract, interest for late payment shall not exceed one percent (1%) per month.

The Contractor shall submit invoices on a frequency to be determined, as agreed upon by NVRC, for each payment requested. Each invoice shall also include a detailed breakdown of all charges. Along with a summary of work accomplished, work to be accomplished in the next invoice, and if there are any barriers to completion.

All such invoices will be paid promptly unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

- T. **Laws, Regulations:** Contractor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations.

- U. **Ownership of Documents:** Any data generated, reports, specifications, blueprints, negatives, or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of NVRC, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting contract without the prior written consent of NVRC. Documents and materials developed by the Contractor under the resulting contract shall be the property of NVRC; however, the Contractor may retain file copies, which cannot be used without prior written consent of the Owner. NVRC agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified when the Contractor is not the firm of record.

- V. **Payments to Subcontractors:** Within seven (7) days after receipt of amounts paid by NVRC for work performed by a subcontractor under this contract, the Contractor shall either:
 - a. Pay the Subcontractor for the proportionate share of the total payment received from NVRC attributable to the work performed by the Subcontractor under this contract; or
 - b. Notify NVRC and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.

The Contractor shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each Subcontractors to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower tier Subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of NVRC.

- W. **Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by NVRC and its employees, agents, or authorized representatives after giving at least three (3) day notice to the Contractor by NVRC. NVRC shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by NVRC to the Contractor pursuant to this contract or any renewal or extension of this contract. NVRC's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate workspace to conduct audits. All records and information generated under the contract shall be property of NVRC, whether retained by NVRC or the Contractor. The Contractor shall not make any other use of this information; expect to provide service to NVRC under the contract, unless specifically authorized by NVRC in writing.
- X. **Responsibility of Contractor:** The Contractor shall, without additional costs or fee to NVRC, correct or revise any errors or deficiencies in his performance. Neither NVRC's review, approval, or acceptance of, nor payment for any of the services required under this Contract shall be deemed a waiver of rights by NVRC, and the Contractor shall remain liable to NVRC for all costs which are incurred by NVRC because of the Contractor's negligent performance of any of the services furnished under the contract.

- Y. **Rights and Remedies Not Waived:** In no event shall the making by NVRC of any payment to the Contractor, or the waiver by NVRC of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by NVRC of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by NVRC while any such breach or default exists shall not impair or prejudice any right or remedies available to NVRC.
- Z. **Safety:** The Contractor and sub-contractors performing services for NVRC are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and local safety and occupational health standards and any other applicable rules and regulations. Also, all Contractors and sub-contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- AA. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of NVRC. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. NVRC shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by NVRC. If NVRC delays a task order for any reason for a continuous period of ninety (90) days or more, NVRC and Contractor will negotiate a mutually agreeable adjustment to the Contractor's fee.
- BB. **Severability:** If any provision of the contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of the contract shall be valid and enforced to the full extent permitted by law.
- CC. **Submissions:** All correspondence, design/review documents, reports, etc. prepared by the Contractor shall be distributed to NVRC's assigned manager for each task in the format and number of copies as directed by the task statement of work.
- DD. **Termination for Cause:** In the event that the Contractor shall for any reason or through any cause be in default of the terms of this contract, NVRC

may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Proposal/ or as provided in this contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, NVRC may immediately cancel and terminate this contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to NVRC any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this contract may be immediately cancelled and terminated by NVRC and provisions herein with respect to opportunity to cure default shall not be applicable.

- EE. **Termination for Convenience:** NVRC may at any time, and for any reason, terminate this contract by written notice to the Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor's proposal or as provided in this contract. In the event of such termination, the Contractor shall be paid such amount as shall compensate the Contractor for the work satisfactorily completed, and accepted by NVRC, at the time of termination. If NVRC terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contractor, and turn over to NVRC any work completed or in process for which payment has been made.

- FF. **COVID-19 Procedures:** All Contractors and subcontractors performing services for the NVRC are required and shall comply with all policies and procedures for COVID-19 from the Occupational Safety and Health Administration (OSHA), Virginia Department of Health (VDH) and Centers for Disease Control (CDC) and all other applicable local and State rules and regulations. Contractor's employees who are known or suspected to be infected with SARS-CoV-2 virus shall not report to or remain at the worksite until cleared to return to work. Contractor shall immediately report to NVRC if an employee who is positive for COVID-19 has been at NVRC facilities or in contact with NVRC personnel. Contractor shall keep confidential the identity of the personnel known to be infected with SARS-CoV-2 virus in accordance with the requirements of the Americans, with Disabilities Act (ADA) HIPAA, and other applicable federal and Virginia laws and regulations.

GG. **Insurance**: Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and property damage as may arise from or in conjunction with the work performed on behalf of NVRC by the Contractor, his agents, representatives, employees, or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages, and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the Contractor for the duration of the contract period; for occurrence policies. Claims made against the policies must extend reporting period for two (2) years after expiration date.

Requirements for minimum coverage and limits are expected to include:

- Commercial General Liability Insurance: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Automobile Liability Insurance: \$1,000,000 per occurrence
- Workers Compensation Insurance: Yes
- Employer's Liability Insurance: \$500,000 per accident/\$500,000 per disease; \$500,000 per policy disease limit
- Umbrella or Excess Liability Insurance: \$5,000,000 per occurrence / \$5,000,000 aggregate.

Additional coverage provisions may be required, such as:

a. **Coverage Provisions**

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. NVRC, its officers, officials, employees, agents, and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by NVRC.
4. Contractor shall provide 30 days' written notice to NVRC before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the Contractor shall be subject to all the requirements stated herein.
6. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided NVRC, its officers/officials, agents, employees, and volunteers.

7. The insurer shall agree to waive all rights of subrogation against NVRC, its' officers/officials, agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by reason of negligence.
8. The Contractor shall furnish NVRC certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
9. All insurance shall be placed with insurers authorized to do business in the jurisdiction where work is to be performed and maintaining an A.M. Best rating of no less than an A: VII.

b. Professional Liability

1. The successful offeror shall provide NVRC with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover NVRC for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements.
2. The minimum E&O Policy limits to be provided by the successful offeror (inclusive of any amounts provided by an umbrella or excess policy) with a minimum coverage of \$2,000,000 per claim for each wrongful act and \$3,000,000 annual policy aggregate (effective date same as contract date with one-three year extended reporting period).
3. Notice of Cancellation and/or Restriction – The policy must be specifically endorsed to provide the NVRC with thirty (30) days' notice cancellation, non-renewal, change in coverage's, and/or restriction.

ATTACHMENT A: RFP SUBMISSION FORM
Must be returned with proposal

1. SUBMITTING ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: _____

Contact Person: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

Indicate which of the following apply:

Individual Offeror	_____	_____
Corporation (specify)	_____	_____
Partnership (specify)	_____	_____
Sole Proprietor	_____	_____
Other (specify)	_____	_____
Small Business	_____	_____
SWaM Certified	_____	Certification Number _____

Organized under the laws of the State of _____ Year: _____

Principal place of business located at:
Address: _____

Usual office location of personnel to be assigned (if different):
Address: _____

2. VIRGINIA CONFLICT OF INTEREST

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., of the Code of Virginia (1950), as amended, (The Code), the Virginia State and Local Government Conflict of Interests Act.

The Offeror (____) is (____) is not aware of any information bearing on existence of any potential conflicts of interest or violation of ethics in public contracting. If yes, explain.

3. OTHER INFORMATION

a. List the names of subcontractors, if any, you propose to use for this project, including contact person, anticipated role, anticipated level of effort, address, phone number, and email

b. Bankruptcy Information: Has the Offeror ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? No Yes

Elaborate on the response if desired:

c. Citations or Legal Action: Has the Offeror ever received any citations, notices of violation, legal proceedings, disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date, and reason for action. If there are no violations, provide a statement of such.

d. Previous Contracts: Has the Offeror ever failed to complete any contract awarded?
No Yes

If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

4. ANTI-COLLUSION CERTIFICATION

In the preparation and submission of this proposal, the Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation , or enter into any agreement, participate in any collusion, or otherwise that any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section !) Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 of the Code of Virginia.

The undersigned hereby certifies that this agreement, or any claims resulting therefrom, is not the results of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that not person acting for, or employed by the NVRC has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation other than the undersigned, have or are interested in this bid/proposal.

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 that collusive bidding is a violation of State and Federal law and may result in fines, prison sentences and civil damage awards.

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

Signature _____

Date _____

Name (Printed) _____

Title _____

