



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

REQUEST FOR PROPOSALS (RFP) NO. 23-DMF-RFP-455

FOR THE PROVISION OF EXTERNAL FINANCIAL AUDIT SERVICES

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA [VENDOR REGISTRY](#), UNTIL 1:00 P.M. ON THE 19TH DAY OF DECEMBER 2022. IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSAL, VENDORS ARE REQUIRED TO REGISTER ON VENDOR REGISTRY. NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.

Proposals will not be publicly opened.

NOTICE: ANY OFFEROR ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO CONTRACT AWARD (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent

Tomoka D. Price, VCO, VCA
Procurement Officer
tprice@arlingtonva.us

TABLE OF CONTENTS

I.	INTRODUCTION TO EVALUATION PROCESS.....	3
II.	INFORMATION FOR OFFERORS.....	4
III.	INTRODUCTION TO REQUEST FOR PROPOSAL NO. 23-DMF-RFP-455.....	8
IV.	SCOPE OF SERVICES.....	10
V.	PROPOSAL REQUIREMENTS.....	19
VI.	CONTRACT TERMS AND CONDITIONS	25
VII.	ATTACHMENTS AND FORMS.....	41
	PROPOSAL FORM	42

I. INTRODUCTION TO EVALUATION PROCESS

Arlington County, Virginia, is soliciting proposals from Offerors having experience and abilities in the areas identified in this solicitation. Each proposal must contain evidence of the Offeror's qualifications in the specified areas and in other disciplines directly related to the proposed work. Offerors might also be required to submit profiles and resumes of the staff to be assigned to the project, references, examples of similar work performed and other information that will clearly demonstrate the Offeror's relevant expertise, as specified in the solicitation.

A County Selection Advisory Committee ("SAC") will review and evaluate all written proposals based on the criteria identified in this solicitation. Subsequent evaluations, such as to select firms for negotiation, may include, but are not limited to, review of more detailed proposals and/or oral presentations. Any such subsequent evaluations will be based on the same criteria.

The County reserves the right to accept or reject and to waive any informalities or irregularities in the proposals and to contract as the best interests of the County require in order to obtain the services described in this RFP. Selection of an Offeror's proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate terms and conditions with the selected Offeror before executing a contract.

The County has released a separate RFP for Internal Audit Services. That solicitation is expected to cover services for internal audit of risk assessments, compliance audits, internal control audits, fiscal and contract compliance audits, forensic audits, Information Technology audits and Financial Fraud Waste and Abuse hotline investigations. **A firm may hold either the contract resulting from this solicitation for External Audit Services or Internal Audit Services, but not both.**

MANDATORY REQUIREMENTS

Note that this solicitation contains qualification requirements that are mandatory for all Offerors. Refer to the Proposal Submittal Elements section of this document for details.

II. INFORMATION FOR OFFERORS

1. SOLICITATION SCHEDULE

RFP No. 23-DMF-RFP-455 – TENTATIVE SCHEDULE

RFP ISSUANCE	NOVEMBER 15, 2022
QUESTION DEADLINE	NOVEMBER 30, 2022, at 5:00 p.m.
PROPOSALS DUE	DECEMBER 19, 2022, at 1:00 p.m.

2. QUESTIONS AND ADDENDA

OFFERORS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS REQUEST FOR PROPOSALS (RFP).

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of **RFP No. 23-DMF-RFP-455**. Prior to the award of a contract resulting from this solicitation, Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY NOVEMBER 30, 2022, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County’s technical contact, that appear to change any portion of the solicitation, unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

3. OFFERORS’ RESPONSIBILITY TO INVESTIGATE

Before submitting a proposal, each Offeror must make all investigations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Offeror will rely. No pleas of ignorance of such conditions and requirements will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim for any monetary consideration on the part of the successful Offeror.

4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

Reasonable grounds for believing that an Offeror is interested in more than one proposal for a solicitation, including both as an Offeror and as a subcontractor for another Offeror, or that collusion exists between two or more Offerors, will result in rejection of all affected proposals. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on two or more different Offerors’ proposals. Offerors rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

5. COMPETITIVE NEGOTIATION FOR PROFESSIONAL SERVICES

This solicitation is a competitive negotiation for professional services, as defined in the Arlington County Purchasing Resolution. The content of the proposals and the identity of the offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

6. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post a Award Notice or Intent to Award to [Vendor Registry](#).

7. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that an Offeror submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act (“VFOIA”). However, the Offeror must invoke VFOIA protection clearly and in writing on the Proposal Form for County review. The Proposal Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Offeror’s sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

8. FINANCIAL STATEMENT

If requested by the County, an Offeror must submit its most recent independent certified public accountant's audit of its finances, including the management letter and other ancillary audit components. If the audited financial statement is not available, the Offeror must submit a written statement explaining the statement’s absence and provide other documents (e.g., tax returns) that enable the County to assess the Offeror’s financial condition. Failure to submit a financial statement upon request will be grounds for immediate disqualification. If the financial statement is not for the identical organization submitting the offer, the Offeror must submit a written explanation of the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

The County will return the financial statement at the conclusion of the award process only upon receipt of a written request signed by an officer of the organization or the same person who signed the original Proposal Form. The County considers a non-public financial statement submitted pursuant to this paragraph to be proprietary information that is not subject to disclosure under VFOIA.

9. DEBARMENT STATUS

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred, enjoined, or suspended from submitting proposals to the County or to any other state or political subdivision and whether the Offeror is an agent of any person or entity that is currently debarred, enjoined, or suspended from submitting proposals to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

10. CONFLICT OF INTEREST STATEMENT

The Offeror must provide a statement regarding any potential conflict of interest, with the notarized signature of a principal of the Offeror, on the form provided in this solicitation.

11. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS

The key personnel and subcontractors in an Offeror’s proposal are considered essential to the Offeror’s qualifications and may not be replaced or substituted, nor may additional personnel or subcontractors be added, after qualification of the Offeror’s proposal unless the County approves the changes in advance in writing.

12. AUTHORITY TO TRANSACT BUSINESS

Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be included on the Proposal

Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth must include in its proposal a statement describing why the Offeror is not required to be so authorized. The County may require an Offeror to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of an Offeror to provide such documentation will be a ground for rejection of the proposal or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

The County reserves the right to waive this requirement at any time, for any reason.

13. EXCEPTIONS TO TERMS AND CONDITIONS

The attached draft Contract Terms and Conditions contain a number of mandatory terms, which are marked with an asterisk. Those terms are not negotiable. If an Offeror objects to a mandatory term, the County will consider the proposal non-responsive.

14. INSURANCE REQUIREMENTS

Each Offeror must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to do so, it may propose alternate insurance coverage in its exceptions to the County's Terms and Conditions.

15. ARLINGTON COUNTY BUSINESS LICENSES

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail [mailto: business@arlingtonva.us](mailto:business@arlingtonva.us).

16. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should follow a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

17. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the contract documents are the present expectations the County for the period of the contract, and the County is under no obligation to buy that, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates specified in the contract.

The items or services covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through such other contract(s).

The County does not guarantee that the selected contractor will be the exclusive provider of the goods or services covered by the resulting contract.

18. ELECTRONIC SIGNATURE

If awarded, the Offeror may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 23-DMF-RFP-455

PURPOSE OF SOLICITATION

The intent of this solicitation and resulting agreement is to obtain the services of a qualified contractor to provide an annual independent external financial audit, along with a full complement of compliance and consulting services, as described in the Scope of Services section of this solicitation. The period of performance will cover fiscal years ending June 30, 2023, through July 1, 2025, with an option for two additional renewals through fiscal years ending June 30, 2027.

BACKGROUND

Section 15.2-2511 of the [Code of Virginia](#) all general-purpose local governments have their accounts and records, including records of Constitutional officers and component units, audited annually by an independent Certified Public Accountant, in accordance with specifications furnished by the Auditor of Public Accounts (APA) and published within six (6) months of the close of each fiscal year. The specifications include audit by certified public accountants of the complete set of financial statements presented in conformity with Generally Accepted Accounting Principles (GAAP) and audited in accordance with Generally Accepted Auditing Standards (GAAS), [APA](#), Title 2 U.S. Code of Federal [Regulations](#) (CFR) part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and regulations.

The total annual fees for Fiscal Year 2022 are \$216,525. Arlington County and Arlington Public Schools annual fees are \$192,500 and ACERS annual fees are \$24,025.

The County must prepare its financial statements in accordance with GAAP, as promulgated by various authoritative bodies through their statements, technical bulletins, interpretations, publications, and other pronouncements. These include standards set by various governing bodies, such as:

- Governmental Accounting Standards Board (GASB)
- Financial Accounting Standards Board (FASB)
- the Auditor of Public Accounts (APA)
- American Institute of Certified Public Accountants (AICPA)

INTRODUCTION TO ARLINGTON COUNTY

Arlington, Virginia, is a world-class residential, business, and tourist location that is geographically the smallest self-governing County in the United States, occupying less than 26 square miles. Arlington maintains a wide variety of stable neighborhoods, quality schools, and diversified land use. There are no cities or towns within the County, giving Arlington County both city and county functions and establishing the County as one of the few urban unitary forms of government in the United States.

The legislative and policy-making body of the County is made up of a five-member County Board, and members are elected-at-large for staggered four-year terms. In additions, the County Board appoints the County Manager, who serves as the County's chief executive and administrative officer. Other elected County officials include the Commonwealth's Attorney, the Commissioner of Revenue, the Treasurer, the Sheriff, and the Clerk of the Circuit Court.

Arlington County is also financially accountable for a legally separate school system managed by a five-member elected School Board. Therefore, the APS financials are reported separately as a discretely presented component unit within the County's financial statements. The County uses Enterprise Funds to

account for the financing of services to the general public, where the operating expenses involved are usually recovered in the form of charges to users of such activities. Enterprise funds consist of the utilities (water, sewer, and stormwater), the Ballston Public Parking Garage, the 8th Level Ballston Public Parking Garage funds, and the Community Planning Housing Development (CPHD) Development Fund. Fiduciary funds are used to account for the assets received and disbursed by the County government acting in a trustee capacity or as a custodian for individuals, private organizations, or other governments. A Private-Purpose Trust Fund is used to account for resources legally held in trust to provide for costs to oversee the operation of the waste-to-energy plant and related expenses. Custodial Funds account for assets the County holds in a custodial capacity for individuals, private organizations, and other governmental units. The County holds the assets included in custodial funds on behalf of Friends of Library, Virginia State Police, Commonwealth of Virginia, and various individuals. The County also issues separate financial statements and supplemental schedules for the Ballston Public Parking Garage Fund and the Ballston Skating Facility Project.

The County has an Internal Audit Department, which is comprised of County staff, and an outsourced audit firm. The Internal Audit Department reports to the Director of the Department of Management and Finance and is focused on compliance audits and testing of policies, procedures, and internal controls to provide reasonable assurance that resources are safeguarded against waste and abuse. The internal audit reports and work plan are available at: <https://www.arlingtonva.us/Government/Departments/DMF/Arlington-County-Internal-Audit-Services>

The County also has a County Board Auditor. The County Board Auditor reports to the County Board. The County Board Auditor is focused on conducting performance audits.

The County has a decentralized structure. More information describing the County and its activities, departments and financial information can be found on the County's website www.arlingtonva.us. Information specific to the funds and activities to be audited and the financial highlights of the County can also be found online on the following websites:

- Arlington County Annual Comprehensive Financial Reports (ACFR). <https://www.arlingtonva.us/Government/Departments/DMF/Arlington-County-Accounting-Reporting-and-Control>
- Commonwealth of Virginia, Auditor of Public Accounts Comparative Transmittal Forms. http://www.apa.state.va.us/APA_Reports/LocalGovernmentLocalities_tran.aspx
- Arlington County Employees' Retirement System Board and Retirement System Information and Annual Comprehensive Financial Report <https://www.arlingtonva.us/Government/Careers/6-Retiree-Resources/ACERS>
- Arlington County Departments <https://departments.arlingtonva.us/>
- Arlington County Budget, <https://www.arlingtonva.us/Government/Programs/Budget-Finance>
- Arlington County Public Schools Budget, <https://www.apsva.us/budget-finance/>

CURRENT SERVICES

The current Contractor for external financial audit services is Cherry Bekaert LLP.

IV. SCOPE OF SERVICES

The Contractor shall provide all necessary labor, supervision, supplies, materials, and equipment to properly perform services for audit of the financial statements of Arlington County Government (ACG), as a Reporting Entity, administered by the County Board, and financial schedules or separately issued financial statements of the County's discretely presented component units - Arlington Public Schools (APS) administered by the Arlington County Public School Board and Gates Partnership, respectively. The Contractor shall also separately audit the financial statements of the Arlington County Employees Retirement System (ACERS), administered by the Arlington County Retirement Board of Trustees.

1. GENERAL REQUIREMENTS

The Contractor shall conduct the County's audits in accordance with the following principles, guidelines, applicable laws and regulations and professional standards:

- American Institute of Certified Public Accountants (AICPA),
- compliance reviews in accordance with Section 15.2- 2510 of the Code of Virginia, according to the "Specifications for Audits of Counties, Cities, and Town", issued by the Auditor of Public Accounts (APA), Generally Accepted Auditing Standards (GAAS),
- Government Auditing Standards (GAS, GAGAS, Yellowbook, etc.), issued by the Comptroller General of the United States,
- Single Audit Act Amendments,
- OMB Circular A-87, Cost principles for State, local and Indian Tribal Governments,
- Audits of States, local governments and non-profit organizations, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and
- U.S. General Accounting Office (GAO).

The standards, circulars, supplements, and guides require that the audits be planned and performed to ensure that the financial statements are free of material misstatements, whether caused by error, fraudulent financial reporting, or misappropriation of assets. Additionally, the audits must consider internal control over financial reporting as a basis for designing risk assessments and audit procedures in accordance with auditing standards.

2. EXTERNAL FINANCIAL AUDIT

The Contractor shall evaluate and perform required risk assessments and auditing procedures for all funds, activities, financial statements, and ACG, APS, and ACERS schedules.

The audit shall:

- include an overall review of the ACG, APS, and ACERS financial and accounting systems and procedures.
- evaluate the County's policies, procedures, programs, accounting estimates, and internal controls and present fairly the financial position of the financial reporting entity.
- consist, at a minimum, of an interim audit and a year-end audit and must be of sufficient scope to ensure that the audit is well executed and completed in a timely manner and as required by auditing standards.
- express an independent opinion as to whether the financial statements and underlying records present fairly the fiscal affairs of ACG, APS, and ACERS. The resulting audit must render the

contractor's opinion on the financial statements prepared by ACG, APS, and the Retirement Board.

The Contractor shall render its opinion in a timely manner to enable the County to meet its year-end reporting and compliance deliverables to the authoritative bodies within the established timelines. If the Contractor does not intend to render an unmodified opinion, the Contractor must proactively inform the Comptroller or the Retirement Board of the Contractor's reasons for modifying or disclaiming an opinion or rendering an adverse opinion.

As required by the Code of Virginia, the Certified Public Accountant (CPA) shall present a summary of the audit results and a detailed written report to the local governing body at a public session no later than December 31 after the audited fiscal period in person or via Microsoft Teams. Subsequently, the CPA shall also present a summary to the County's Audit Committee in person or via Microsoft Teams.

3. AUDIT OF FINANCIAL TRANSACTIONS

The audit shall include a review of the County's financial transactions and underlying records, financial statements, schedules and required information pertaining to the functions under the jurisdiction of the Arlington County Board, including the County's constitutional officers, County's elected officials, the Board of Trustees of the Arlington County Employees Retirement System, and the Arlington County School Board. In addition, the financial statements and accompanying footnotes in the County's Annual Comprehensive Financial Report offer an overview of the overall financial activities of the County.

The audit shall include a review of the County's internal controls, including the County's automated financial system and other applicable integrated/interfaced systems. The core financial system is an Oracle E-Business Suite platform implemented in 2006, hosted thru Oracle in its data center in Austin, Texas. The County intends to upgrade to the Oracle iCloud version within two years. The County currently uses the following active modules and/or systems:

- Finance
 - General Ledger
 - Purchasing
 - iProcurement
 - Payables
 - Cash Management
 - Fixed Assets
 - Oracle Enterprise Planning and Budgeting Cloud Services (EPBCS) for budgeting
 - iExpense
 - iSupplier
 - Property Manager – May be replaced by another system

- Human Resources
 - Human Resources
 - Payroll
 - Oracle Time and Labor
 - Advanced Benefits
 - Manager Self Service
 - Employee Self Service

- Other core systems include, but are not limited to, the following:
 - Assessment and Collection Enterprise System (ACE)
 - Customer Assessment Payment Portal (CAPP)
 - iNovah POS Cashiering system
 - Real Estate Appraisal Systems (Assessments only) – May be replaced by another system
 - Parking Ticket System
 - Business License System
 - Utilities Billing System
 - Housing Choice System
 - Department of Human Services Purchases of Services System
 - Lease Administration Software
 - ATRACK (Loan Portfolio Management System)
 - RECTRAC

The County uses several interfaces across various systems developed and/or maintained by the County's Department of Technology Services (DTS) and/or other departments.

4. SCHEDULE OF EXPENDITURES FOR FEDERAL AWARDS (SEFA)

The Contractor shall perform the required compliance reviews and provide an opinion in accordance with the audit requirements for states, local governments, and sub-recipient organizations which receive federal awards as established by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Requirements, Cost Principles, and Audit Requirements for Federal Awards as specified in this solicitation. The Contractor shall also perform the required compliance reviews in accordance with Section 15.2-2510 of the Code of Virginia, according to the "Specifications for Audits of Counties, Cities and Towns" of the Offeror of Public Accounts and as specified in this contract.

5. AUDITOR OF PUBLIC ACCOUNTS (APA) TRANSMITTAL FORMS

Section 15.2-2510 of the Code of Virginia requires all counties, cities, towns with a population of 3,500 or more, and towns operating a separate school division to submit a statement of revenues, expenditures, and other required data to the Commonwealth of Virginia's Auditor of Public Accounts (APA) annually. In addition, the APA requires all localities to complete and file transmittal forms **on or before December 15** in accordance with the provisions of the Uniform Financial Reporting Manual (UFRM). The Contractor shall submit these forms' opinion to the Auditor of Public Accounts. The County will prepare the APA Transmittal forms, and the Contractor will render the Auditors' Report as to whether the County's APA Transmittal Forms comply with the requirements of the UFRM within seven (7) calendar days of receipt of the APA transmittal forms from the County.

6. ADDITIONAL STATE MANDATES

Sheriff Examination Report. In accordance with Sections 15.2-1609 through 15.2-1625 of the Virginia Code, the APA has audit requirements to examine the sheriff's assertion to ensure compliance with the Virginia Sheriff's Accounting Manual issued by the APA. Chapter 3 of the 2014 Acts of Assembly requires the locality's independent auditor to submit a report to the APA annually attesting to the sheriff's assertion whether the Sheriff's Office has maintained its funds, accounts, and system of internal controls and records in accordance with the Code of Virginia. The Contractor shall provide the examination report no later than October 31 after each fiscal year.

VRS and LODA Examination Report. APA Specifications for Audits of Counties, Cities, and Towns, Chapter 3 Section 7 requires the external financial auditor to perform specific audit and attestation procedures for

localities participating in the Virginia Retirement System (“VRS”). The auditor must submit a report to the APA by **October 1** (or as established by the APA) each year, reporting on the completeness and accuracy of the census data for local employees and teachers participating in VRS. The Contractor shall perform the procedures, and the report must be prepared as a part of an examination engagement performed in accordance with AT section 101, Attest Engagements (AICPA, Professional Standards).

The Contractor shall provide an attachment to the report that identifies the requirements established by the APA, such as:

- Number of control environments supporting census data reviewed during the engagement (i.e., one for the locality and one for the school board) and the responsible party for the control environment (i.e., the locality, the school board).
- For each control environment identified and required procedure performed, the Contractor will note the following information:
 - The population sizes
 - The sample sizes
 - The risks and other considerations used to determine the sample size
 - Other requirements as established by the APA

VDEQ Financial Assurance -. An audit opinion from the Contractor on these forms must be submitted to the VDEQ **no later than December 31** each year. The County will prepare the forms, and the Contractor shall render its opinion to VDEQ within seven (7) calendar days of receipt of the forms from the County.

National Transit Database – The Contractor shall apply agreed upon procedures which the Federal Transit Administration (FTA) has specified as set forth in the FTA’s applicable National Transit Database (NTD) Uniform System of Accounts.

Sewage Treatment Disposal Interjurisdictional Agreement. The Contractor shall conduct an annual audit to determine whether the allocation of current expenses of the inter-jurisdictional sewage treatment disposal system conforms with the agreements between Arlington County, Alexandria Renew Enterprises, Fairfax County, and the City of Falls Church.

Department of Aging and Rehabilitation Services (DARS) Reporting. Pursuant to 22VAC30-60-470.D of the Virginia Administrative Code, the audit firm must provide an opinion on Schedules A (Status of Funds), Schedule B (Costs by Program Activity), and C (Status of Inventories) for the period ending June 30 (the County’s fiscal year) as a part of the External Financial Audit and included as supplementary information. Additionally, DARS requires a financial report and service report (13th Month Report Aging Monthly Report (AMR)) covering the Area Plan Contract Year and Schedules A (Status of Funds), Schedule B (Costs by Program Activity), and C (Status of Inventories) to be completed and electronically submitted annually. The 13th Month report includes finalized annual performance information, expenditures, and receipts for October 1 through September 30. The Contractor shall audit the report’s annual programmatic and financial information and determine whether the expenditures obligated by **June 30** of each fiscal year have been liquidated by September 30th each year and meet the carry-over requirements in accordance with DARS requirements.

7. ADDITIONAL FEDERAL MANDATE

Housing and Urban Development (Section 8) Agreed upon Procedure. Beginning in FY 2006, the U.S. Department of Housing and Urban Development's Office of Public and Indian Housing - Real Estate Assessment Center (PIH-REAC) introduced new requirements. As a result, the County's Department of Human Services- Housing Choice Program is required to provide special audited financial information within nine (9) months after fiscal year-end according to the following procedures:

- Draft Status - The Housing Choice Program creates a draft submission covering the regulatory and contractual obligations by entering the financial information (including the required attachments) into the FASS On-Line System and submits the draft to the Contractor.
- Contractor Review Status - The Contractor performs the 'agreed upon procedures' to certify that the information in the FASS On-Line System is true and correct in accordance with the Contractor's hard copy audit report. The Contractor may either agree or disagree with the PHA's submission.
- Contractor Agree/Disagree Status - Once the Housing Choice Program and the Contractor reach Agree Status, the Housing Choice Program must 'SUBMIT' the FDS to PIH-REAC to begin the review and approval process. The process will not be considered complete until the Audited FDS is submitted and received. The Contractor shall perform the agreed upon procedures required above to certify the information to (PIH-REAC) for the County.

SF-SAC Data Collection Forms. The contractor will prepare the auditor's section of Data Collection Forms as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200.512 **by November 30** (or as established annually by the regulation) for submission by the County to the Federal Audit Clearing House as part of the County's Reporting Package.

8. COMPLIANCE REVIEWS, AUDITS, EXAMINATIONS AND AGREED UPON PROCEDURES

The Contractor will be responsible for annual external financial audit services and related compliance reviews, examinations, agreed upon procedures, and related consulting as specified in this contract. Additional work related to but not specified in the Scope of Services may also be required during the contract term as a result of new standards, changing laws, or regulations. These services will be considered a part of the overall scope of the regular annual audit.

When additional work unrelated to the Scope of Services is needed, the County will submit the new requirements to the Contractor. The Contractor will then submit to the County a proposal based on pre-determined hourly rates established in the contract applicable to the work, hours, and staff levels needed for the proposed work. If the County approves the proposal, the County will issue a purchase order to allow the additional work to begin.

9. TIMING OF AUDIT DELIVERABLES

The Contractor, upon completion of the audit and examination and preparation of the necessary reports, will submit to the Comptroller **no later than October 25** after the fiscal year under audit: a management letter and governance communication that outlines the findings of the audit and the system of internal control and related budgeting and operating procedures. The communication will also offer suggestions for improving administrative methods, management operations, internal controls, and best practices.

The Contractor shall:

- complete all fieldwork prior **to October 15** of each fiscal year for the audits of the County, APS, and

the ACERS unless the contractor advises the County of a specific reason for the delay to which the County agrees.

- disclose the rationale for all proposed adjusting entries prior **to October 15** of each fiscal year for the audit of the County, APS, and the ACERS.
- furnish a written opinion and auditors' report on the Arlington County Annual Comprehensive Financial Report (ACFR) prepared by the County no later than November 5 of each fiscal year or as agreed (in the event there are unforeseen delays) and on the Arlington County Employees' Retirement System Annual Comprehensive Financial Report prior **to October 20** of each fiscal year or as agreed.
- furnish a written opinion and provide the auditors' report on the Ballston Public Parking Garage Fund (An Enterprise Fund of Arlington County, Virginia) Financial Statements and Supplemental Schedule, the Ballston Public Parking Garage Fund (An Enterprise Fund of Arlington County, Virginia) Schedules of Net Cash Flow and MCI Area's and MCI Lease Area's Net Cash Flow, and the Ballston Skating Facility Financial Statements prior **to October 31** of each fiscal year.
- within 30 days of the auditor's report or nine (9) months after the fiscal year-end, whichever is earlier, prepare the auditor's section of the Data Collection Form as required by Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, Uniform Requirements, Cost Principles, and Audit Requirements for Federal Awards for submission by the County to the Federal Clearinghouse as part of the Reporting Package.
- **by November 25** of each fiscal year, furnish a written opinion on the transmittal forms for the Uniform Comparative Cost Report submitted to the Auditor of Public Accounts.
- provide other compliance deliverables with due dates that are subject to change annually in a timely manner (generally a week prior to the submission due dates) to ensure the County complies with established laws or regulations.

10. CONSULTING AND OTHER SERVICES

Included in the fixed fee, the Contractor shall provide consulting services related to keeping the County abreast of new GASB pronouncements and applicable FASB pronouncements, OMB Circular updates, GAO Yellowbook, and Greenbook guidance and related changes, AICPA guidance, recommendations of GFOA best practices and other required changes that affect any part of the total reporting entity. The Contractor may offer webinars or periodic communication on upcoming requirements, as needed.

The County has received the GFOA "Certificate of Achievement for Excellence in Financial Reporting" for over 35 consecutive fiscal years. The Contractor shall periodically provide resources, publications, or reporting or compliance guidelines to ensure that the County is well informed of new requirements and stays in a good position to receive the GFOA Certificate. This includes assistance with the disposition of comments generated from the GFOA's review of the prior year's ACFR, compliance with annual GFOA requirements, and compliance with GFOA checklist requirements prior to the issuance of audit opinions. If the County requires advice for implementing new GASB or FASB requirements, the Contractor shall provide consulting services or guidance when requested.

The Contractor shall provide the services necessary to prepare governance drafts and issue compliance letters to various authoritative bodies, Trustees, etc., as needed during the audit.

During each fiscal year of the contract, the Contractor shall provide a minimum of eight (8) hours of continuing professional education in governmental accounting and reporting and/or related subjects to the County and APS professional accounting staff, as determined by the Project Officer. The training will be at an agreed upon location or online as determined by the Project Officer. In addition, the Contractor shall

arrange for and provide the annual Virginia Ethics CPE Course at an agreed upon location or online as determined by the Project Officer.

11. AUDIT WORK SCHEDULE AND PROCEDURES

The Contractor shall schedule a pre-audit conference with the County during the first quarter of each calendar year and prior to the beginning of the interim audit for each fiscal year to include County, SEFA, IT audit, APS audit, and ACERS audit. The Contractor shall provide a detailed Provided by Client (PBC) listing detailing the standard schedules or documents required for the interim and final audit. The Contractor shall ensure the audit is well planned and schedule changes, additional or new audit requests, or requirements impacting the audit schedule are proactively discussed with the comptroller. The Contractor shall also develop a schedule and procedures with the ACERS staff for the commencement of fieldwork to publish the Arlington County Employees' Retirement System Annual Comprehensive Financial Report. Schedules established according to this section must align with the County's audit closeout timeline.

12. CONTRACTOR'S AUDIT STAFF

The audit supervisor/manager assigned to the audit must have at least five (5) years of governmental auditing experience with jurisdictions similar in size and scope as ACG, and those jurisdictions must have received a Certificate of Achievement for Excellence in Financial Reporting. The audit staff assigned to the audit shall have at least two (2) years of governmental audit experience. The Contractor shall maintain a listing of the County's departmental contacts who provide audit information each year to ensure a smooth audit staff.

The Contractor should make every effort to keep the same audit supervisor and/or manager each year of the engagement. The Contractor shall submit a resume of the audit staff each year of the contract, before the entrance conference. The resume' must include positions and/or classification titles, level of educational and professional backgrounds with particular emphasis on qualifications to audit a local government.

13. AUDIT CONFERENCE

The Contractor shall confer with the director of the Department of Management and Finance or his/her designee and the comptroller to review its audit findings and recommendations prior to issuing management letters, certifications, or reports. As required by the Code of Virginia and the APA, the Contractor's Key Personnel assigned for the audit will present a detailed audit report to the County Board at a regularly scheduled meeting and answer questions from County Board members if requested.

14. AUDIT PERIOD

The scope covers the following periods of performance:

- July 1, 2022 through June 30, 2023 - Fiscal Year 2023
- July 1, 2023 through June 30, 2024 - Fiscal Year 2024
- July 1, 2024 through June 30, 2025- Fiscal Year 2025

Periods covered by possible extension years

- July 1, 2025 through June 30, 2026 - Fiscal Year 2026
- July 1, 2026 through June 30, 2027 - Fiscal Year 2027

The Contractor shall furnish technical advice to the County as requested, including evaluations, risk assessment, suggestions for efficiencies through technology or process improvements, discussions and analyses of significant accounting issues that impact financial reporting, and guidance on GASB pronouncements. If the financial, accounting, and audit advisory and related services requested by the County exceed the aforementioned usual and customary practices, the County and the Contractor shall agree, prior to the provision of such services, to the cost of such additional services. Costs shall be based on the job classes and hourly rates provided in the contract pricing.

15. ARLINGTON COUNTY RESPONSIBILITIES

The County will arrange working space for the Contractor during the audit. Arlington County Government, Arlington County Public Schools, and the ACERS Staff will prepare and provide applicable audit information, including the following, as requested by the contractor for annual audit purposes in a format acceptable to both parties:

- Draft Financial Statements
- Trial balance of each fund and/or subsidiary ledger
- Schedules or supporting worksheets showing the composition or detail breakdown of the balance of the general ledger account in all funds;
- Copy of the approved County budget, the original appropriation ordinance, and all amendments;
- Schedule of insurance in force during the year and insurance expenditures for the fiscal year;
- Schedule of investment activity for the fiscal year;
- Schedule of all capital outlays during the fiscal year;
- Schedule of all capital asset dispositions during the fiscal year;
- Schedule of accounts payable at statement date;
- Copies of contracts with governmental grantor or grantee agencies;
- Copies of all other contracts of the material amount in force at statement date;
- Schedule of general fixed assets, showing beginning balance, additions, disposals, and the ending balance by major asset category;
- Schedule of budgeted versus actual revenues for all funds;
- Schedule of appropriations, expenditures, and encumbrances for all funds;
- Schedule of County's pension plan contributions;
- Other reasonable financial schedules or standard audits Prepared By Client (PBC)s as the Contractor requests;
- Bank reconciliations and supporting documents for transactions as needed for examination; and
- ACG, ACERS, and APS will also provide access to all necessary files and records of the County departments for audit and testing purposes.

Upon agreement between the County and the Contractor on final audit adjustments to be recorded, the County will prepare and provide revised copies of the following, as applicable:

- The Arlington County Annual Comprehensive Financial Report;
- The Ballston Public Parking Garage Fund (An Enterprise Fund of Arlington County, Virginia) Financial Statements and Supplemental Schedule;
- The Ballston Public Parking Garage Fund (An Enterprise Fund of Arlington County, Virginia) Schedules of Net Cash Flow and MCI Area's and MCI Lease Area's Net Cash Flow;
- The Ballston Skating Facility Project Financial Statements.

The ACERS will prepare the Arlington County Employees' Retirement System Annual Comprehensive Financial Report.

The County will prepare the required transmittal forms for the Commonwealth of Virginia's Auditor of Public Accounts. County administrative staff will be available to prepare schedules and pull or reproduce source documents for the Contractor.

V. PROPOSAL REQUIREMENTS

1. GENERAL

FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. THE PROPOSAL FORM MUST BE SIGNED BY A PERSON LEGALLY AUTHORIZED TO BIND THE OFFEROR.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed.

2. PROPOSAL SUBMISSION

The submitted Proposal Form must be signed and fully executed. The Proposal Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept responses after the close date and time. The County will not accept emailed or faxed proposals.

The Offeror name on the electronic proposal submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid response. **ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO PROPOSAL SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Offeror. The Vendor Registry System will not accept applications after the publicly posted date and time. A proposal may be rejected if the Proposal Form is not signed in the designated space by a person authorized to legally bind the Offeror.

Proposals and all documents uploaded/submitted to Arlington County by an Offeror related to this solicitation become the property of the County upon receipt. The County may reject any proposal that modifies or supplements the solicitation requirements.

3. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its proposal and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent inaccuracy or error in or omission from the solicitation documents.

If the successful Offeror is aware of such an error or omission and has not notified the County Purchasing Agent, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to the County.

4. PROPOSAL STANDARDS

Proposals submitted in response to this solicitation should be accurate and grammatically correct and should not contain spelling errors.

5. EXPENSES INCURRED IN PREPARING PROPOSAL

The County accepts no responsibility for any expense incurred by any Offeror in the preparation or presentation of a proposal or related in any way to an offer.

6. PROPOSAL EVALUATION CRITERIA AND WEIGHTS

The County will evaluate proposals that meet the above-stated requirements using the following criteria:

<i>Evaluation Criteria</i>	<i>Points</i>
<i>Qualification of the Firm</i>	<i>15 Points</i>
<i>Qualification of the Personnel</i>	<i>30 Points</i>
<i>Technical Experience of the Firm</i>	<i>30 Points</i>
<i>Approach and Methodology</i>	<i>25 Points</i>
Total	100 Points

7. PROPOSAL SUBMITTAL ELEMENTS

The County may not evaluate proposals that do not contain all requested content. Each of the proposal elements should be provided in the order listed below.

A. EXECUTED FORMS

1. Proposal Form: original as detailed above.
2. Conflict of Interest Statement: included in the RFP document.
3. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).
4. Copy of Offeror’s Virginia Certified Public Accounting license.
5. Copy of Offeror’s American Institute of Certified Public Accountants membership.

B. MANDATORY REQUIREMENTS

The following requirements are mandatory. If the County concludes after its initial review of a submitted proposal that the Mandatory Requirements are not met, the proposal will be considered non-responsive and will not be evaluated further.

1. The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk. *Compliance with this mandatory requirement will be verified against the Offeror’s exceptions, if any, to the County’s draft Terms and Conditions.*
2. The Offeror shall be licensed to practice in Virginia as a Certified Public Accounting firm.
3. The Offeror shall be a member of the American Institute of Certified Public Accountants (AICPA) and shall adhere to the AICPA professional standards of audit practices and conduct.
4. The Offeror shall provide copies of all discussion memoranda or exposure drafts submitted to GASB, AICPA, FASB or other authoritative organizations in the past two (2) years.

C. QUALIFICATION OF THE FIRM (15 POINTS)

The Offeror shall provide a Letter of Introduction. This letter shall briefly introduce the Offeror to the County. In addition, the Offeror shall demonstrate the resources, ability, and capability to

provide the services described in this RFP. At a minimum, the Offeror shall include the following information:

1. Executive Summary:

- Summarize why your firm is the most qualified for this scope of work.
- Provide a background of the firm's organization.
- State your firm's location of the local office to perform offsite work.
- Indicate the number of partners, managers, supervisors, seniors, and other professional staff assigned to the audit each year.
- Describe in detail how your firm stays current on related training, near term pronouncements and changes to compliance requirements or laws and regulations.
- Provide evidence that your firm has actively engaged with the Governmental Accounting Standards Boards (GASB) standards-setting process.
- Describe and provide documentation of any disciplinary action by any state regulatory bodies or professional organizations during the past three (3) years or pending against the Offeror, its principals, supervisory personnel or the key audit personnel identified in your response.
- Describe any pending lawsuits against your firm that would affect the ability your firm to perform its services, if applicable.

2. The number of years or tenure your firm has performed the services stated in this RFP.

3. Provide copies of local government-related audited financial statements and reports related to external financial audit engagements (maximum of 5) performed in the last five (5) years, similar to the scope of services described in this RFP. In addition, the Offeror shall provide the names and contact information of three (3) references from each engagement.

D. QUALIFICATION OF THE PERSONNEL (RESUMES) (30 POINTS)

Demonstrate the assigned Audit Team's experience and qualifications and ongoing training necessary to perform the work and have the availability to provide similar audit services required concurrent with the audit plan, Scope of Services, and requirements of this solicitation. Provide the following information, at minimum, regarding the proposed audit team to be assigned:

1. Identify the Audit Supervisor/Manager who will be the day-to-day lead throughout the contract. Submit with your response a detailed resume for this team member and describe why they are qualified to serve in this capacity. The Audit Supervisor/Manager assigned shall have at least five (5) years of governmental auditing experience with jurisdictions similar in size and scope to Arlington County. In addition, those jurisdictions must have received a Certificate of Achievement for Excellence in Financial Reporting.

2. Identify the assigned key personnel of the Audit Team to this contract. The audit team personnel shall have at least two (2) years of governmental audit experience and qualifications to perform the work and have the availability to provide the services during the term of the contract. Provide a resume for each key audit personnel, including subconsultants, if applicable, detailing:

- Qualifications, including but not limited to:
 - experience providing similar external financial audit services,

- certifications and/or designations,
 - relevant continuing education proficiency in various disciplines (risk assessment techniques, sampling techniques, materiality levels and expertise in information technologies, SEFA audit, etc.)
 - Area(s) of expertise
 - Responsibilities in performing the scope of work
3. Provide an organizational chart detailing the division of responsibility for each key personnel of the Audit Team and subconsultants, if applicable.
 4. Describe what methods the Offeror employs to ensure its personnel is equipped, stays current, and obtains adequate training in GAAP, GASB, GAAS, and other principles, laws, standards and controls.

E. TECHNICAL EXPERIENCE OF THE FIRM (30 POINTS)

The Offeror shall provide a narrative demonstrating its experience with federal, state, private and local organizations. The narrative shall:

1. Describe your firm’s involvement with global audits, including federal, private, public, state, etc.
2. Describe your firm’s involvement with audits of other local jurisdictions that are similar in size to Arlington County and summarize the firm’s reach and locations.

The Offeror shall describe in detail its experience and audit requirements specific to local governments, schools, retirement systems, SEFA and other Compliance audits and agreed upon procedures, technology systems controls, including accounting software systems, PC based software applications, local area networks, cybersecurity controls, etc.

The Offeror shall describe their qualifications and experience to perform the work described in this RFP. The Offeror shall describe its experience auditing and reviewing reports with various financial systems and interfaces.

1. Provide the scope of at least five (5) engagements with governmental clients in jurisdictions of a similar size and scope of work. Referenced engagements shall include the following:
 - The performance history of each engagement, including but not limited to audit timeliness and attainment of Certificates of Achievement by clients.
 - The contact information for each engagement, including the contact person’s current email address and phone number
2. Provide a listing of audit work assignments with Oracle e-Business Suite-based clients for the last three (3) years.
3. Provide a description of security procedures used for working papers. The engagements should be ranked on the basis of total staff hours and complexity of the audit. For each engagement include the following:
 - Scope of work and size of jurisdiction;
 - Services provided;

- Date(s) of services provided;
 - Engagement partners;
 - Statement of work and staffing plan (including total hours);
 - Reports issued to management, appropriately redacted if necessary;
 - Name and telephone number of the principal client contact.
4. Provide contact information for five (5) local jurisdictions for whom the Offeror provided external financial audit services in the last five (5) years from the date of issuance of this RFP. At a minimum, please provide the following information:
- Name of local jurisdiction; and
 - Local jurisdiction's contact person's email address, and phone number.
 - Contract term
 - The number of the Offeror's staff and their qualification assigned to the contract.

F. APPROACH AND METHODOLOGY (25 POINTS)

The Offeror shall Demonstrate that the Offeror fully understands the scope of work by including the following information:

1. Identify and describe the firm's proven approach and methodology, philosophy and mission and the quality for delivering the services for:
 - documenting and tracking on-line
 - real-time access to work papers
 - housing of work papers
 - planning, testing, access to staff
 - entrance and exit conferences
 - follow-up of reportable observations and frequency of dialog
2. Describe you firm audit approach and methodology for each organization type.
3. Provide assumptions for estimating the Offeror and County staff resources by personnel levels/hierarchy necessary to meet the needs of the audit.
4. Describe the methodology used for other clients for communication and facilitation across the organization during the audit period.
5. Provide a detailed narrative of external financial audit approach and methodology describing how the Offeror intends to accomplish the tasks requested in this RFP. The narrative shall provide the Offeror's understanding of the County's intent for this RFP, including:
 - risk assessment methodology or techniques
 - sampling methods
 - how materiality thresholds are determined
 - its experience with decentralized organizations
 - how the scope of work is covered
 - how the schedule with decentralized staff is arranged with illustrations of audit schedules, PBC listing, and examples
 - demonstrate quality of services and efficiencies achieved through the Offerors' audit management approach annually with decentralized organizations and government audits

6. Demonstrate the capability and resources to aid the County in ensuring that it is current with applicable laws, regulations and standards and that the County's financial statements are in conformity with generally accepted accounting principles for local governments as determined by the governmental accounting and financial reporting standards issued by the Governmental Accounting Standards Board.

VI. CONTRACT TERMS AND CONDITIONS

THE FOLLOWING AGREEMENT WILL BE EXECUTED BY THE COUNTY AND THE SUCCESSFUL OFFEROR. BLANKS WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS. NON-NEGOTIABLE PROVISIONS THAT ARE REQUIRED BY VIRGINIA LAW OR BY THE ARLINGTON COUNTY PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (*). THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY BEFORE BEING SUBMITTED TO THE SUCCESSFUL OFFEROR FOR SIGNATURE.



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 23-DMF-RFP-455

THIS AGREEMENT is made, on _____, between Contractor's name,
Contractor's address ("Contractor") a name of state type of entity
authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide external financial audit services. It will be the Contractor's responsibility, at its sole cost, to provide the specific

services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on _____, 20____ and must be completed no later than _____20 ____ ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from _____, 20____ to _____, 20____ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

This is a fixed-price contract. The Contractor agrees that the total payment for the Work will not exceed \$_____, regardless of the number of hours spent in the performance of the Work.

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until _____ ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. STANDARD OF CARE

The County is entering into this Contract in reliance on the Contractor's experience and abilities with respect to performing the services hereunder. In performing the Work, the Contractor will ensure that it and its agents and employees exercise the degree of skill and care that is normally accepted by members of the same profession currently practicing under similar conditions in the same locality ("Customary

Standard of Care”). The Contractor will re-perform, without additional compensation, any services not meeting this Customary Standard of Care.

The Contractor is responsible for all costs and expenses incurred by the County when such costs and expenses are the result of any violation of this Standard of Care section. The County’s review, approval or acceptance of or payment for any services required under this Contract does not release the Contractor from any liability for breach of this Standard of Care.

8. PAYMENT

The Contractor must submit invoices to the County’s Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

9. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation, the Contractor must notify the Project Officer as soon as the County requests the change; and the Contractor must then provide written notice of its position to the Project Officer within ten calendar days. The Contractor’s notice must detail and document the basis for the claimed amount of additional compensation. The Contractor will not receive any additional compensation pursuant to this paragraph unless the parties execute a written Contract amendment, and the County issues a purchase order consistent with the amendment.

10. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any non-travel-related expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

11. REIMBURSABLE TRAVEL-RELATED EXPENSES

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. For employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration’s (“GSA”) per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA’s daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room.

The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

Reservations must be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA's mileage rates current at the time of travel. The Contractor's request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

Air Travel

The County will reimburse for air travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g. laundry, valet, haircuts)
5. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

12. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts

withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

13. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

14. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

15. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

16. BACKGROUND CHECK

The Contractor will be responsible for completing a criminal background check for all employees and/or subcontractors whom the Contractor assigns to work on this Contract. Upon request from the County, the Contractor should provide the background check to the Project Officer. Any adverse findings may result in the immediate removal of the individual from the contract.

17. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

18. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

19. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

20. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

21. * SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

22. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health.

23. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

24. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

25. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

The Contractor covenants for itself, its employees and its subcontractors to save, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's negligent acts, errors, or omissions, including the negligent acts, errors, or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The Contractor agrees to indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

26. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

27. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

28. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

29. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

30. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made

without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

31. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

32. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

33. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

34. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

35. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

36. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

37. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents

to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

38. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

39. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

40. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

41. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

42. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

43. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

44. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

45. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

46. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

47. * ATTORNEY’S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County’s reasonable attorney’s fees and expenses.

48. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY’S FEES, AND DATA SECURITY AND PROTECTION.

49. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections’ scope.

50. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

51. NOTICES

Unless otherwise provided in writing, all written notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Phone: ()

Email:

TO THE COUNTY:

_____, Project Officer

Phone: ()

Email:

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

52. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

53. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

54. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

- b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be provided with the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be provided with the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all

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 Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

VII. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 23-DMF-RFP-455

PROPOSAL FORM

ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN
1:00 P.M., DECEMBER 19, 2022.

FOR PROVIDING EXTERNAL FINANCIAL AUDIT SERVICES PER THE SOLICITATION.

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE
BELOW. THIS PROPOSAL FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE
FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE
OFFEROR, OR THE PROPOSAL MAY BE REJECTED:

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL

ADDRESS:

THIS ENTITY IS INCORPORATED
IN:

THIS ENTITY IS A:

*(check the applicable
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS OFFEROR AUTHORIZED TO TRANSACT BUSINESS IN THE
COMMONWEALTH OF VIRGINIA?

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE
SCC:

*Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must
include a statement with its proposal explaining why it is not required to be so authorized.*

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: (if available) _____

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED, ENJOINED, OR SUSPENDED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS?

YES NO

HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST THREE YEARS?

YES NO

HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR SUSPENDED IN THE PAST THREE YEARS?

YES NO

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE PAST TEN YEARS?

YES NO

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS, TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS, ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION WAS THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY OTHER PENALTY IN THE AMOUNT OF \$5000 OR MORE?

YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE [VENDOR REGISTRY WEBSITE](#).

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

1. OFFEROR MUST SUBMIT: ONE ELECTRONIC COMPLETE SIGNED PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM.
2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): _____ TITLE: _____

E-MAIL ADDRESS: _____ TEL. NO.: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-112 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the specific data or materials to be protected and state the reasons why protection is necessary. Please note that designation of an entire bid, proposal, or prequalification application or of line-item prices or the total bid amount is prohibited.

Please mark one:

- No, the proposal that I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the proposal that I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers, sections, and paragraphs, of the proposal that contain such data or materials:

State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the “Notices” section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: _____

ADDRESS: _____

E-MAIL: _____

OFFEROR’S PRINTED NAME: _____

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. 23-DMF-RFP-455, and on behalf of the Offeror certify that:

1. Neither the Offeror nor any affiliated entity has, within the past five years, been employed by or represented a deliverer of services that reasonably could be expected to be considered for purchase by the County as a result of this solicitation.
2. if the Offeror is awarded a contract under this solicitation and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the Offeror must not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any potential bidder or offeror information concerning the procurement that is not available to the public.
3. The Offeror will not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of any contract award made as a result of this solicitation.

OFFEROR'S NAME: _____

SIGNED BY: _____

PRINTED NAME/TITLE: _____

DATE: _____

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA/STATE OF _____)

CITY/COUNTY OF _____) to wit:

_____ personally appeared before me this _____ day of _____, 20__ the undersigned a Notary Public in and for the State and County of aforesaid, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: _____

My commission expires: _____