

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

CONTRACT AWARD COVERPAGE

TO: MAXIMUS CONSULTING SERVICES, INC. 808 MOOREFIELD DRIVE, SUITE 205 RICHMOND, VIRGINIA 23236	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	3/28/2022 <hr/> 22-DMF-R-653 <hr/> INDIRECT COST ALLOCATION SERVICES
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DMF-R-653 including any attachments or amendments thereto.

EFFECTIVE DATE: 3/16/2022

EXPIRES: 9/15/2022

RENEWALS: NO RENEWALS REMAINING

LIVING WAGE: N

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: JAIDA WILLIAMS **VENDOR TEL. NO.:** (804) 323-3535

EMAIL ADDRESS: JAIDAWILLIAMS@MAXIMUS.COM

COUNTY CONTACT: KAREN SPENCE (DMF) **COUNTY TEL. NO.:** (703) 228-3419

COUNTY CONTACT EMAIL: KSPENCE@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Lucas Alexander

Title

Procurement Officer

Date

3/28/2022

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

RIDER AGREEMENT NO. 22-DMF-R-653

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Maximus Consulting Services, Inc. ("Contractor"), a Virginia corporation with a place of business at 808 Moorefield Park Drive, Suite 205, Richmond, Virginia 23236 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A Prince William County Contract 5000060 and Exhibit B – Cost Proposal together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Prince William County and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Prince William County. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall 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 of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than September 15, 2022 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

3. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or

authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish indirect cost allocation services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

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

7. NON-APPROPRIATION

All funds for 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. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. 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.

9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

10. NOTICES

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

TO THE CONTRACTOR:

Jaida Williams
Maximus Consulting Services Inc.
808 Moorefield Park Drive, Suite 205
Richmond, Virginia 23236
Email: jaidawilliams@maximus.com
Phone: (804) 323-3535

TO THE COUNTY:

Karen Spence, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Email: kspence@arlingtonva.us
Phone: (703) 228-3419

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

11. 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.

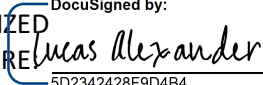
12. COUNTERPARTS

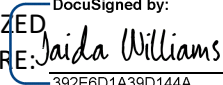
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MAXIMUS CONSULTING SERVICES, INC.

DocuSigned by:
AUTHORIZED SIGNATURE: 
5D2342428F9D4B4...
NAME: Lucas Alexander
TITLE: Procurement Officer
DATE: 3/28/2022

DocuSigned by:
AUTHORIZED SIGNATURE: 
392E6D1A39D144A...
NAME: Jaida Williams
TITLE: Paralegal
DATE: 3/18/2022



COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC 460) Prince William, Virginia 22192-9201
(703) 792-6770 Metro 631-1703, Ext. 6770 Fax: (703) 792-4611

FINANCE DEPARTMENT
Purchasing

CONTRACT: 16006NA5

SUBJECT: Cost Allocation Plans, User Fee Studies

Between:

PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22192-9201

(703) 792-6770 METRO 631-1703 EXT 6770

And the Contractor:

Maximus Consulting Services, Inc.
1891 Metro Center Drive
Reston, Virginia 20190
Telephone: 804-323-3535
Fax: 804-323-3536
nelsonclugston@maximus.com

This Contract is entered into this 10th day of September, 2015, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified above for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

An Equal Opportunity Employer

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SECTION I
SPECIAL PROVISIONS

I.1 Definitions

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

"Using Department" for the purpose of this Contract shall mean Finance Department, Accounting Division.

"Contract Administrator" assigned to administer this Contract for the County is Rene Gapasin, Accounting Division Chief.

"Contractor" shall mean:

Maximus Consulting Services, Inc.
1891 Metro Center Drive
Reston, Virginia 20190
Telephone: 804-323-3535
Fax: 804-323-3536
nelsonclugston@maximus.com

whose authorized representative is Nelson Clugston, CPA, who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Contract Period

The term for this Contract shall be for one (1) year from date of execution. The County shall have the option to extend the Contract for five (5) additional one (1) one year periods, contingent upon availability of funds for the purpose. The option to renew shall be exercised at the sole discretion of the County.

The County shall give the Contractor reasonable written notice of intent to renew prior to the expiration date of the current Contract. In the absence of any notification to renew, the contract shall automatically terminate on the expiration date specified in the Contract. Agreement to extend the Contract term shall not be final until the Contractor provides written acknowledgement of the extension.

I.3 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Contractor's Proposal entitled "Response to Request for Proposal RFP1150028 Cost Allocation Plans and User Fee Cost Studies" and dated April 10, 2015.
2. County's Solicitation number RFP150028 "Cost Allocation Plans, User Fee Cost Studies," and Amendment 1, Amendment 2, and Amendment 3.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving

precedence to the following: RFP150028 entitled "Cost Allocation Plans, User Fee Cost Studies. This Contract shall take precedence over all the documents referenced above.

I.4 Provision of Services

The Contractor hereby agrees to provide the Cost Allocation Plans and User Fee Cost Studies as described herein and further outlined in Attachment A, Scope of Work. This Scope of Work shall take precedence over the documents set forth in provision, Incorporation of Documents, in the event of inconsistency.

I.5 Contract Amount

In return for the services identified above, and subject to the "Non-Appropriation of Funds" clause herein, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with such formula for payments as set forth in Attachment B, Cost Proposal.

I.6 Method of Payment

The Contractor shall submit invoices listing the services performed and completed as outlined in Attachment A. The invoice should cite the Purchase Order Number, Contract Number and date of services or delivery of an end product.

The County will make payment to the Contractor, net 30 calendar days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of each of the requested services as set forth in the payment schedule in Attachment B.

I.7 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.8 Key Personnel

The Contractor shall assign to this Contract the following key personnel:

- Nelson Clugston, CPA, Project Director
- Jason Jennings, PMP, Project Manager Cost Allocation Plan
- Timothy Cloos, Project Manager User Fee Cost Studies

During the period of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify Rene Gapasin within 5 calendar days after the occurrence of any these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by Rene Gapasin, Contract Administrator. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contract Administrator will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

I.9 Inspection and Acceptance

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

I.10 Insurance

The Contractor shall maintain insurance, in an amount and a form set forth in Contractor's Proposal in response to RFP150028.

I.11 Hold Harmless

The Contractor hereby agrees to indemnify, defend at its own expense, and hold harmless Prince William County, Virginia, its officers, agents, employees, and volunteers, from any and all third-party injuries, damages, and losses and resulting proven direct damages however or by whomever sustained, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, which directly arise from the negligent actions or willful misconduct of the Contractor, including its agents, Subcontractors, employees, and volunteers, in connection with work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor

I.12 Task order Procedures

As County projects become known, the County shall provide a task request to the Contractor. The Contractor shall submit a task proposal to the County for each project based on the Contractor's Schedule of Rates.

The County may request a meeting with the Contractor to discuss the proposed scope of work. Based upon the request and any subsequent meetings/negotiations, the Contractor shall prepare a written task proposal within ten (10) calendar days from the County's task request.

The Contractor's task proposal should include, but not be limited to, the following:

The detailed scope of work, terms and conditions, other related special conditions, and management plan.

Key personnel assigned to the task.

The detailed cost of deliverables.

The estimated staffing by position title, estimated number of hours for each, billable rates of pay, and total estimated cost for the task. All expenses shall be included in the hourly rate and shall cover salary, benefits, profit, and all other expenses for overhead, insurance, equipment, etc.

Identify subcontractors required for the task. Provide detailed information as required in item 4.

Reimbursable costs required for the task. Reimbursable costs shall consist of non-employee costs such as postage, copying charges, transportation, etc.

A list of any materials or information required from the County to complete the task order scope of services. The Contractor shall be responsible for obtaining information from the County at its own cost and expense for those items that are generally available to the public and are also essential for completion of the task. Those items shall be furnished when available and in the form available.

Proposed dates of work commencement and completion.

The Engineer shall sign and date task proposal.

The Engineer may propose additional subcontractors for disciplines not already identified in the contract. Such subcontractors shall require approval by the Contract Administrator. The County may request that the Contractor make an oral presentation. Such a presentation may include, but is not limited to, explanations of the proposed approach, workplan, and cost estimate.

No compensation shall be paid to the Engineer for the preparation and delivery of task proposals. The County reserves the right to request from the Engineer additional information as determined necessary prior to commencing with negotiations.

Within seven calendar days from final negotiations, the Engineer shall prepare and deliver the best and final task proposal to the Contract Administrator. The Contractor's final proposal shall be attached and incorporated in the final executed task order and made a part thereof. No work shall begin until the Contractor receives a fully-executed Task Request and Purchase Order.

Unknown conditions and additional services required outside the original task order shall be addressed and a cost agreed upon between the County and the Contractor. A Change Order to the Task Order and Purchase Order shall be issued before these services are performed.

As promulgated by resolution of Board of County Supervisors of Prince William County, pursuant to Section 2.2-4302 of the Code of Virginia, Virginia Public Procurement Act (VPPA), the maximum dollar limit per individual task shall not exceed \$200,000.00, and the aggregate sum of all projects per contract shall not exceed \$1,000,000.00 annually.

SECTION II

GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the prior express written permission of the County.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing signed by both parties.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Employment Discrimination for Contracts Over \$10,000

1. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00

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

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

II.5 Claims/Disputes

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

II.6 Termination for Convenience of the County

Either party may terminate this Contract without cause upon 60 days' prior written notice to the other. In the event the Contract is so terminated by the County, the County shall reimburse Contractor for all reasonable costs incurred by Contractor due to such early termination

Termination, in whole or in part by the County, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- a. Cost of work performed or supplies delivered;
 - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
 - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have 30 days (or such longer period as the parties may mutually agree upon) from the date of receipt to cure any such default prior to the effective date of termination. Any notice of default shall be delivered by certified mail or overnight courier.

Upon termination for whatever reason and regardless of the nature of the default (if any), the County agrees to pay Contractor in full for all goods and/or services provided to the County under this agreement, or any amendment thereto, as of the effective date of termination of the agreement.

II.8 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

II.9 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or

- b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

II.10 Examination of Records

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.11 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.12 Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed by the Constitution and laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction.

II.13 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

II.14 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

I.15. Limitation of Liability.

The County agrees that Contractor's total liability to the County for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the lesser of (a) the amount actually paid to Contractor during the contract year in which the claim arose, or (b) \$150,000. However, this limitation shall not apply to: (i) personal injury or property damage, or (ii) U.S. copyright infringement.

In no event shall Contractor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by the County against Contractor relating to this Agreement must be made in writing and presented to Contractor within one (1) year after the date on which Contractor completes performance of the services specified in this Agreement.

I.16 Data Accuracy and Audit Disallowances

Contractor shall provide guidance to the County in determining the data required. The County acknowledges and agrees that the Contractor shall be entitled to rely upon the accuracy and completeness of the data provided by the County to perform the Services. The County shall provide all such data in a timely manner sufficient to allow Contractor to provide the Services. Contractor shall not be responsible for County- provided incomplete or inaccurate data or data that is provided in an untimely manner.

The County represents that all financial and statistical information provided to Contractor by the County, its employees and/or agents is accurate and complete to the best of the County's knowledge. Contractor shall, upon notice of audit, make work papers and other records available to the auditors. Contractor's sole responsibility under an audit shall be to provide reasonable assistance to the County through the audit and to make those changes to the work product as required as a result of the audit. Contractor shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the services, regardless of cause.

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

Maximus Consulting Services, Inc.

Michelle R. Attreed
County Representative

[Signature]
Contractor Representative

Finance Director
Title

Vice President
Title

ATTEST:

[Signature]
Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

Alan F. Smith Date: 8/25/15
Alan F. Smith
Assistant County Attorney

ATTACHMENT A

I.2 Scope of Work

I.2.1 Central Services Cost Allocation Plans - A-87 and Full Cost

The Contractor shall prepare fully documented Central Services Cost Allocation Plans, hereinafter referred to as the "plans", for Fiscal Years 2016 through 2020.

The A-87 plan should be prepared in accordance with Federal Office of Management & Budget Circular A-87, as amended, and commonly accepted cost accounting allocation and allow-ability principles and practices, and all applicable Federal and State directives. The full cost plan shall build off of the A-87 plan and be used for charging overhead costs to the user fees. The Contractor shall develop and prepare both plans based on the County's audited financial records.

The Contractor shall perform the following tasks in the preparation of the plans:

TASK 1. DETERMINE AVAILABLE FINANCIAL INFORMATION.

This task involves identifying the sources of financial information to be used. At a minimum, the auditor's report for the previous fiscal year and an organization chart are required. Additional financial reports issued by the County may be used.

TASK 2. CLASSIFY ALL DEPARTMENTS, COMMISSIONS, BOARDS, ETC.

After updating the latest organization chart, all organizational units are classified as executive, legislative, or judicial. This is required because most legislative costs are not allowable under Federal grants.

TASK 3. INVENTORY ALL FEDERAL FUNDS ADMINISTERED BY THE COUNTY.

This involves surveying all departments to determine what Federal funds are being received, for which programs, administered by which Federal agency, and the extent of recovery of administrative costs. The audited "Schedule of Expenditures of Federal Awards" may be useful to the Contractor in identifying sources of federal funds. This information is used as an aid in identifying the areas of greatest potential for cost recovery.

TASK 4. DETERMINE ADMINISTRATIVE DEPARTMENTS.

This task focuses on identifying those departments (normally administrative departments) with responsibility for providing services to other departments, such as but not limited to data processing, accounting, auditing, personnel, and purchasing.

TASK 5. DETERMINE ALLOCATION BASES FOR ALLOCATING SERVICES TO BENEFITING DEPARTMENTS.

This task is critical to ensure that administrative costs are allocated fairly and accurately. Circular A-87 provides substantial leeway in selecting allocation bases, but they must be defensible during negotiations. Develop the full annual cost of each fee and activity.

TASK 6. DEVELOP ALLOCATION DATA FOR EACH BASIS.

The services provided to each user department must be measurable in specific units of service. For example, the payroll section provides payroll services to all other departments which have employees to be paid. Therefore, payroll services are measured by the number of personnel for each department, and data must be collected on the percentage of payroll checks issued to each department.

TASK 7. PREPARE COST ALLOCATION WORKSHEETS.

For each administrative department, a worksheet showing the expenditures of the department during the prior fiscal year is prepared. For the A-87 plan, any disallowed expenditures under A-87 guidelines are eliminated and building and equipment charges are added back. The resulting amount is allowable to benefiting departments. Based upon the units of service identified in Tasks 4 and 5, the portion of allowable costs to each department is calculated. Review data collection worksheets, allocation bases, indirect cost pools, and methods of distributing costs for appropriateness and also to identify alternative methodologies which may favorably impact indirect cost recoveries.

TASK 8. SUMMARIZE COSTS BY BENEFITING DEPARTMENT.

Costs are summarized in the cost allocation plans for each department that receives services from other departments. These final plans, including the cost allocation worksheets, shall be documented in presentation format for the County and the cognizant Federal agency negotiators.

TASK 9. COLLECT DATA FOR EACH OPERATING PROGRAM IDENTIFIED IN TASK 3.

From the inventory prepared in Task 3, each operating program with Federal funding is identified and its costs of operations determined. Within that department, each service it provides to other departments is costed.

TASK 10. EXAMINE FUNDING REQUIREMENTS.

For some Federal programs, the organizational structure shall be examined to determine total expenditures by program area. The amount of identified indirect costs must be allocated to each program within the department on a fair basis. These costs can be applied to each Federal claim (where allowable).

TASK 11. FORMALIZE PLAN AND PRESENT TO FEDERAL OR STATE NEGOTIATORS.

The cost allocation plans and cost claims are documented in formal reports. The A-87 plan shall be presented in a format for submission to the negotiators. These plans are further presented to the County's management staff.

TASK 12. NEGOTIATE FINAL PLAN AND SECURE APPROVAL.

After Federal and/or State negotiators have reviewed the A-87 plan, negotiations on certain classifications of costs begin. The Contractor will act as the County's advocate to secure the fairest plan for all concerned, consistent with the principles of Circular A-87.

TASK 13. MONITOR FIRST-YEAR RECOVERIES.

During the initial year, the application of the approved indirect costs to Federal programs is monitored to ensure all allowable recoveries are realized. This is necessary to ensure that the most important objective of this project, i.e., recovery of indirect costs, actually occurs.

TASK 14. MISCELLANEOUS REQUIREMENTS.

1. Identify and obtain County agreement as to the level of detail to which central services will be allocated to programs or functions within benefiting departments or agencies.
2. Identify the central services provided and the related costs of those services.
3. Determine the method and obtain the County's approval for allocating these costs to benefiting departments or agencies.
4. Allocate these costs in a formal, comprehensive manner acceptable to the County and Federal guidelines.
5. Reconcile the total direct and indirect costs considered in the plan with the County's Comprehensive Annual Financial Report.
6. Document the results in a format acceptable to the County.
7. Meet with the County for a review of the draft cost allocation plan.
8. Provide assistance to the County on any questions related to utilizing the cost allocation plan to compute indirect cost rates.

The plan shall contain all required items as specified by the Department of Health and Human Services (DHHS) Publication, ASMB C-10, "Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government." At a minimum the A-87 plan shall include:

1. Certification by a local official that the plan is prepared in accordance with applicable policies and procedures.
2. The rates proposed, including subsidiary worksheets and other relevant data, cross-referenced and reconciled to the financial data.
3. An organization chart showing all departments and agencies of the government even though some may not receive central services. The chart shall be accompanied by a functional statement noting the duties of all units that comprise the agency.
4. A copy of the annual financial data upon which the rate is based.
5. A summary of the allowable central service costs and allocations (double step-down on a fixed carry-forward basis) benefiting operating departments and agencies.
6. Items of expense included in the cost of central services reconciled to the financial statements submitted.
7. A description of the central services provided and their relevance to Federal projects, if not readily obvious.
8. The methods used in allocating the costs to benefiting departments or agencies.
9. Identification of departments or agencies rendering and receiving the service.

10. The approximate amount of direct base costs incurred under Federal Awards, broken out between salaries and wages and other direct costs.

For central services provided and billed to users, the plan shall describe the methodology utilized and the treatment of billed costs.

The Contractor shall complete preliminary drafts of both plans for the County's review, comment, and acceptance.

Once the Contractor has met with the County to review the draft plans and upon mutual agreement as to any revisions, the Contractor shall finalize the plan and shall:

1. Deliver seven (7) bound copies of each plan, one (1) unbound copy of each plan, and Excel data files of each plan to the County for its information and use.
2. Submit a copy of the plan to the Virginia Department of Social Services for its review and acceptance as a basis for central service cost reimbursement. The Contractor shall, with the County's prior approval, negotiate the plan with the Department on behalf of the County.
3. Develop an approach for annually updating the Plans.

I.2.2 User Fee Cost Study

The user fee builds from the full cost study which, in turn, builds off of the A-87. This work will be performed on a negotiated task order basis.

1. Update timesheet used by Planning and Public Works staff who work on development activities to reflect new activities and functions.
2. Summarize hours by activity and department.
3. Assist in developing user fee charges on an as-needed basis.
4. Develop the full annual cost of each fee and activity.

1. Cost Proposal

Pricing for Cost Allocation Plans and hourly rates for user fee consulting are provided in the following subsections.

1.1 Cost Allocation Plan

MAXIMUS Consulting Services, Inc. fee request for preparation of the County’s Office of Management and Budget (OMB) and Full Cost Allocation Plans are shown in *Exhibit 1.1-1: MAXIMUS Fee Table*.

Fiscal Year	Performance Year	Total Firm Fixed Price
2015	2016	\$18,000
2016	2017	\$18,000
2017	2018	\$18,000
2018	2019	\$18,500
2019	2020	\$18,500

Exhibit 1.1-1: MAXIMUS Fee Table.

Under this fee arrangement, we will guarantee approval of the OMB plan by the County’s federal cognizant agency. The fee quotation stated above is firm for a period of at least 90 days from May 14, 2015 (or until such time as a contract is signed) and is based on budgeted hours plus expenses (travel, hotel, meals, and so forth). Professional fees are inclusive of all expenses and reflect the level and type of staff we believe are necessary to complete the project in a timely and professional manner.

1.2 User Fee Cost Study Hourly Rates

The following hourly rates found in *Exhibit 1.2-1: MAXIMUS Position Hourly Rate Table* are for staff assigned to work on user fee cost studies. The user fee cost studies component shall be provided through negotiated task orders, based on fixed hourly rates. Negotiated task order proposal rates are firm for a period of at least 90 days from task proposal submission date or until such time a contract is signed.

Position	2015	2016	2017	2018	2019
Project Director	280	280	280	280	280
Project Manager	220	220	220	220	220
Quality Control/Tech Advisor	150	150	150	150	150
Project Consultant	130	130	130	130	130

Exhibit 1.2-1: MAXIMUS Position Hourly Rate Table.

1.3 Payment Schedule

Invoices issued upon final deliverable. Fixed fee cost plan invoices issued upon final plan delivery. Hourly user fee cost studies are also invoiced upon final user fee study delivery.