



King William County
Est. 1702

Board of Supervisors

Amanda L. Six
Director of Financial Services

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
David E. Hansen, Fourth District
Robert W. Ehrhart, Fifth District

REQUEST FOR PROPOSALS RFP 2016-001

King William County is now accepting competitive sealed proposals from public accounting firms whose principal officers are certified public accountants licensed by the Commonwealth of Virginia to complete an annual audit of all accounts and records, including all accounts and records of the constitutional officers, and the resulting Comprehensive Annual Financial Report.

Sealed proposals will be accepted until 4 PM, Thursday, April 14, 2016 in the Finance Department, King William Administration Building, 180 Horse Landing Road #4, King William, VA 23086. Please be observant of all proposal instructions and specifications. Should any questions arise concerning this proposal, contact the Finance Office, Beth Dandridge, at (804) 769-4965 or bdandridge@kingwilliamcounty.us.

King William County reserves the right to accept or reject, in whole or part, any and all proposals, and to waive informalities.

I. Background

King William County is a rural county located 35 miles northeast of downtown Richmond. The County comprises 286 square miles and the Weldon Cooper Center for Public Service has estimated the 2015 population at 16,253. The County is one of only two in the State in which an incorporated town within county limits maintains an independent school system. In this regard, only certain local revenues and the applicable share of general property taxes generated specifically within the County are transferred monthly to the School Fund. Failure to accurately transfer these funds could create an obligation to the town.

The County has used the Bright & Associates Municipal Software since October 1988, incorporating the departments of Finance, Treasurer, Commissioner of Revenue, Building, Social Services and School Board. The FY16 general ledger is comprised of the following subsidiary ledgers and appropriations; this is total appropriation including interfund transfers:

General Funds	\$23,375,697
Special Revenue Funds	2,147,742
Component Unit – School Board	29,615,380
Capital Projects Funds	275,000
Trust and Agency Funds	2,904,376
Debt Service	3,286,998
Enterprise	<u>600,114</u>
	\$62,205,307

II. Scope of Work

A. The Auditor shall complete an annual audit of all accounts and records resulting in a Comprehensive Annual Financial Report in accordance with the Specifications for Audits of Counties, Cities and Towns, revised July 2015 by the Commonwealth of Virginia, Auditor of Public Accounts. These services shall also include the Comparative Cost Report for the Auditor of Public Accounts, audit of School Activity Funds, Statement of Landfill Assurances and the Cost Allocation Plan.

B. The Auditor shall determine whether the County financial statements fairly represent the financial position and that its financial operation is in accordance with the modified accrual basis of accounting, as required by the Commonwealth of Virginia.

C. The Auditor shall determine whether the County has sufficient internal controls in order to operate efficiently within all Federal, State and local regulations.

D. The Auditor shall promptly notify the Director of Financial Services if significant or unusual problems are encountered, such as inadequate documentation, excessively high rates of error in audit tests or fraud or misappropriation, which could require the firm to greatly expand the scope to effectively complete an audit.

E. The Auditor shall complete all field work prior to October 1 of each year and deliver a draft copy to the Finance Department no later than October 15 after the close of the fiscal year.

G. The Audit Manager will be available, throughout the contract period, to respond to staff questions or requests for additional information/education.

H. Offerors may access the FY2015 CAFR online at <http://kingwilliamcounty.us/departments-and-services/finance/financial-reporting/>.

III. SPECIFIC TERMS AND CONDITIONS

A. The contract resulting from this RFP may be renewed annually (not to exceed four renewals) upon written approval of both the County and the Auditor. Annual increases shall not exceed the CPI-U for the applicable year.

B. The contract resulting from this RFP may be terminated with ninety days written notice by either the County or the Auditor.

C. The County and the Auditor may agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by both parties as part of their written agreement to modify the scope of the original contract.

D. Potential offerors needing special assistance under the Americans With Disabilities Act shall contact Beth Dandridge, Financial Specialist, on or before Friday, April 1, 2016 at (804) 769-4965 or bdandridge@kingwilliamcounty.us. Every reasonable effort will be made to allow every qualified vendor to participate in the competitive process.

E. Questions will be accepted in writing or by fax through the end of the business day Wednesday, March 30, 2016. Written responses in the form of an addendum will be posted on eVA and on the County website by the end of the business day Friday, April 8, 2016.

F. Eight (8) copies of the proposal including Exhibit I CONTRACTOR DATA SHEET shall be received by the Finance Department, 180 Horse Landing Road #4, King William, VA 23086, on or before the closing date and time of Thursday, April 14, 2016 at 4:00 PM. Proposals not received by the Finance Department by this date and time will be deemed undelivered and not accepted. "RFP 2016-001 Sealed Proposal-Audit Services" should be noted on the outside of all submissions. Proposals shall not be accepted via fax or email.

G. The offeror shall purchase and maintain sufficient insurance to protect him from claims in the following amounts:

Workers' Compensation	State of Virginia requirements
General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

A Certificate of Insurance shall be required within ten (10) days of the date of the award. The certificate must contain a provision stating that the coverages will not be canceled unless a minimum of fifteen (15) days prior written notice has been given to the County. King William County must be listed as an additional insured.

H. The offeror shall indemnify and hold harmless King William County, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the negligence the of offeror, his agents or employees during the performance of this contract.

IV. GENERAL TERMS AND CONDITIONS

A. Anti-Discrimination:

By submitting proposals, offerors certify to King William County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2 4311 of the Virginia Public Procurement Act.

B. Ethics in Public Contracting:

By submitting a proposal, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.

C. Immigration Reform and Control Act of 1986:

By submitting a proposal, offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Policy on Drug and Alcohol Abuse:

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 of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

E. Receipt of Proposals:

To be considered, proposals must be received at the location provided and within the time period specified in the Request for Proposals (RFP). Responses received after the specified date and time shall be returned unopened.

F. Acceptance/Rejection of Proposals:

King William County reserves the right to accept or reject any or all proposals or portion of any proposal and to reissue said proposal.

G. Clarification of Terms:

Prospective offerors may submit questions in writing concerning the specifications or other solicitation documents no later than seven working days before the due date. Any revisions to the RFP will be issued as an addendum.

H. Precedence of Terms:

Paragraphs A - G of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

I. Required Signature:

All proposals shall be signed with the firm name, Federal identification number and by a representative possessing the authority to bind said firm with his/her signature. The County may request documentation of the signer's authority.

J. Qualifications of Offerors:

King William County may make such reasonable investigations as deemed proper and necessary to determine the ability of an offeror to perform the work or supply the goods. The offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the

offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Further, the County reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to complete the work or supply the goods.

K. Changes to the Contract:

Changes can be made to the contract in one of the following ways:

1. The Finance Department may order changes within the general scope of the contract at any time by written notice to the Auditor. The Auditor shall comply with the notice upon receipt. The Auditor shall be compensated for any additional costs incurred as the result of such order and shall give the Finance Department a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing;

b. By agreeing on a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units and the Auditor accounts for the number of units of work performed, subject to the Finance Department's right to audit the Auditor's records and/or to determine the correct number of units independently;

c. By ordering the Auditor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Auditor shall present the Finance Department with all invoices or other records of expenses incurred and savings realized. The Finance Department shall have the right to audit the records of the Auditor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Finance Department within thirty (30) days from the date of receipt of the written order from the Finance Department.

L. Payment Terms:

All approved invoices will be paid within thirty days of receipt.

M. Default:

In the case of failure to deliver goods or services in accordance with the contract terms and conditions, King William County, after due oral or written notice, may procure them from other sources and hold the Auditor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to and cumulative with any other remedies the County may have under Federal, State and local law.

N. Evaluation and Award

Proposals will be evaluated as provided in Section 2.2-4302.2 in the Virginia Public Procurement Act and as provided below:

A. An Evaluation Committee shall be formed to review all submittals.

B. Each submittal will be reviewed according to the following criteria **IN ORDER OF IMPORTANCE:**

1. Qualifications of the firm and key personnel;

2. Specific approach to the completion of the project;
3. References (minimum of three);
4. Estimated workloads during the life of the project.

C. Following the review of the written proposals, the Evaluation Committee shall engage in individual discussions with two or more offerors deemed fully qualified and best suited among those submitting proposals unless the committee determines that only one offeror is fully qualified or one offeror is clearly more highly qualified and suitable. After informal discussions, which may include non-binding estimates of cost, the offerors will be ranked and negotiations will be conducted with the offeror ranked first. If a contract can be negotiated that is satisfactory to the county, an award will be made to that offeror. Otherwise negotiations will be terminated and negotiations will begin with the second ranked offeror and so on until a successful contract can be reached.

D. A sample of the county's expected contract is attached. During negotiations with the successful offeror, modifications may be made and agreed to.

EXHIBIT I

**RFP 2016-001
CONTRACTOR DATA SHEET**

TO BE COMPLETED AND RETURNED BY THE CONTRACTOR

FAILURE TO FURNISH THIS DATA MAY RESULT IN DECLARING YOUR QUOTE NONRESPONSIVE

1. **QUALIFICATION OF CONTRACTOR:** The Contractor certifies that they have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **TYPE OF ORGANIZATION:** (check one) ___ Individual ___ Sole Proprietor
___ Partnership ___ Corporation ___ Government ___ Other

3. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** _____

4. **YEARS IN BUSINESS:** Indicate the length of time in business providing this type of equipment and service:
_____ years. Type of business: _____.

5. **CONFLICT OF INTEREST DISCLOSURE STATEMENT:** Does any officer or employee of King William County, Virginia, or member of their immediate family, have a personal interest in this contract?
YES / NO

Personal interest shall exist by reason of (I) ownership of more than three percent (3%) of the total equity of the business; (II) annual income that exceeds, or may reasonably be anticipated to exceed \$10,000 from ownership in real or personal property in a business; (III) salary, other compensation, fringe benefits, or benefits from the use of property, or any combination thereof, paid or provided by a business that exceeds, or may reasonably be anticipated to exceed, \$10,000 annually; (IV) ownership of real or personal property if the interest exceeds \$10,000 in value and excluding ownership in a business, income, or salary, other compensation, fringe benefits or benefits from the use of property; or (V) personal liability incurred or assumed on behalf of a business if the liability exceeds three percent (3%) of the asset value of the business.

6. **CERTIFICATION:** The Contractor certifies by their signature below that the information provided in response to RFP 2016-001 is true, correct and complete.

Contractor's Name:	By (Signature in Ink):
Complete Address:	Name (please print) and Title:
	Date:
City/State/Zip:	Federal Identification Number:
Telephone Number:	Facsimile Number:

SAMPLE CONTRACT FOR CONSULTING SERVICES

Agreement No. _____

This contract made and entered into this _____ day of _____, 20____, by and between the _____, hereinafter referred to as "Board", which term shall be construed to include any officer, representative or agent having authority to represent or act for it in relation to any part of the subject of this Agreement and _____ With offices located at _____, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Board desires to engage the services of the Consultant in connection with _____

_____, hereinafter referred to as the "Project"; and

WHEREAS, the Consultant has investigated and is aware of the requirements of the Project.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties to this Contract, the Board and Consultant hereby covenant and agree, each with the other, that the Consultant shall provide services as an independent contractor in accordance with the terms and conditions of this Contract and the requirements of Exhibit(s) _____ attached to and made a part of this Contract.

ARTICLE I: BASIC SERVICES

1.1 The Consultant shall enter upon the performance of this Contract with all diligence and dispatch, shall assiduously press to its complete performance and shall employ thoroughly competent, qualified and experienced personnel commensurate with the magnitude and intricacy of the work.

1.2 The Scope of Services to be furnished by the Consultant is detailed in Exhibits _____.

ARTICLE II: BOARD'S AND CONSULTANT'S RESPONSIBILITIES

2.1 The County Administrator or his designated representative shall be the liaison between the Board and the Consultant and is authorized to act in the Board's behalf.

2.2 The Consultant agrees to commence work within ten (10) calendar days from the date of the notice to proceed, which shall be issued at the sole discretion of the Board. Any work performed prior to receipt of the notice to proceed will not be eligible for compensation.

2.3 If so indicated in the attached Exhibit(s), the Consultant shall not proceed on any task until it has received specific written authorization from the Board to proceed with that task.

ARTICLE III: ADDITIONAL WORK

3.1 The Scope of Services defined in this Contract and Exhibit(s) may be increased and/or modified as the work progresses and/or as the Board deems such increase and/or modification necessary to satisfactorily complete the Project. However, the Consultant will not undertake any increase and/or modification without prior written approval and supplemental agreement from the Board.

3.2 No change in the character or extent of the work to be performed by the Consultant which affects the time or the compensation shall be made except by supplemental agreement in writing between the Consultant and Board.

3.3 In any case, where the Consultant believes extra compensation is due for work and services not covered by this Contract or Exhibit(s), Consultant shall promptly notify the Board, in writing, of Consultant's intention to make a claim for such extra compensation before Consultant begins the work on which the claim is based. Before commencing work or services on which the Consultant will base a claim for extra compensation, Consultant shall obtain the Board's approval in writing.

ARTICLE IV: PAYMENTS

4.1 As compensation for said services as a consultant and for all services set forth in the Exhibit(s), the Board agrees to pay the Consultant the sum of \$_____.

4.2 Payments to the Consultant will be made periodically but shall not be required more frequently than monthly in proportion to the work performed. In no case will a payment for less than \$1,500 be honored other than for the completion of a specific task. Ten percent (10%) of the value of each portion of the work shall be retained by the Board until that portion is completed in accordance with the requirements of this Contract. Payments will be made upon completion of each task as defined in the attached Exhibit(s).

4.3 All contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however written notice of the Consultant's intention to file such claim shall have been given at the time of the occurrence or the beginning of the work upon which the claim is based. All claims shall be made in accordance with Virginia Code Section 15.2-1243 et seq. and the Board shall

render a final decision in writing with regard to any such claim, not later than sixty (60) days subsequent to receipt of any such claim in writing by the County Administrator.

ARTICLE V: ERRORS AND OMISSIONS

Any plans, designs, drafting or details, including quantities and other items needed for a complete job, shall be checked for accuracy by the Consultant before submission of final documents. The Consultant will be required without additional compensation to correct any errors or omissions in any documents submitted and to clarify any ambiguities which may be discovered.

ARTICLE VI: ABANDONMENT AND TERMINATION

6.1 The Board reserves the right to terminate this Contract at any time for any reason upon written notice to the Consultant. If the Board shall terminate the services herein mentioned, the Consultant shall deliver to the Board all data, drawings and estimates completed or partially completed and these shall be the property of the Board. If this Contract is terminated for any reason not the fault of Consultant, the earned value of the work performed shall be based upon the time actually devoted by the Consultant and Consultant's personnel to performance of the services specified in this Contract up to the date of the termination, and payment therefore shall be made at the rate set forth in the Exhibit(s). Such payment shall be made to the Consultant as a final payment in full settlement for the services hereunder or by supplemental agreement hereto. In the event of a termination for breach or default by Consultant, Board shall have access to all remedies available in equity or at law. The Board shall give ten (10) days' written notification to the Consultant of any termination.

6.2 This Contract may be terminated by the Consultant upon ten (10) days' written notice in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Consultant. In the event of such termination by Consultant, the provisions of paragraph 6.1 immediately hereinabove shall apply mutatis mutandis, except that Consultant shall be entitled to no further or other compensation, either hereunder or by way of a claim for damages growing out of this Contract.

6.3 All documents, including investigation studies, tracings, drawings, estimates, field notes and other working documents as instruments of service are the property of the Board, and the Board may use any or all of said items at any time, either in connection with the project to which they are applicable or in connection with any future or additional project, whether or not owned or to be owned by the Board, or for any other purpose for which the Board may wish to use said items; provided, however, that the ownership of said items by the Board and the unlimited freedom to use them for any purpose in the future shall not deprive the Consultant of the right to use the plans and the design concepts therein embodied for any purpose within Consultant's discretion in the future. During the performance of the services herein provided, the Consultant shall be responsible for any loss or damage to the documents, data or other pertinent information

while in Consultant's possession, and any such loss or damage shall be restored at Consultant's expense. All documents shall strictly conform to all laws, statutes and ordinances, all applicable rules and regulations, and the methods and procedures of all government boards, bureaus or agencies having jurisdiction over the Consultant's services.

ARTICLE VII: MISCELLANEOUS

7.1 Multiple Copies - This Contract may be executed in any number of counterparts, each of which shall be deemed an original.

7.2 Severability of Clauses - It is agreed that the illegality or invalidity of any term or provision of this Contract shall not affect the validity of the remainder of this Contract, and it shall remain in full force and effect as if such illegal or invalid term or provision were not contained herein.

7.3 The Consultant warrants that no company or person has been employed or retained other than a bona fide employee working solely for the Consultant to solicit or secure this Contract, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Board shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

7.4 The Consultant shall not engage the services of any person in the present employ of the Board for any work covered by this Contract without written permission of the Board.

7.5 Insurance - The Consultant shall maintain insurance to protect the Consultant from claims under worker's compensation acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Consultant is legally liable. The amounts and extent of such insurance are indicated below:

	<u>Insurance Type</u>	<u>Limit and/or Specifics</u>
A.	Worker's Compensation and Employer's Liability	
B.	Automobile Liability, Including	

Owned, Non-Owned and Hired
Automobile Coverage

C. Comprehensive General Liability including any necessary endorsements to cover the following: contractual liability, including the liability assumed under this contract; completed operations, to remain in full effect until the date of acceptance of the project; incidental malpractice; broad form property damage, including completed operations; personal injury coverage; employees as additional insureds; blanket explosion, collapse and underground coverage; liquor law liability.

D. Professional Liability Insurance
(If applicable)

Unless waived by the Board, the limit shall be a minimum of \$1,000,000 or the contract amount whichever is greater.

The Board shall be named as an additional insured on the applicable policies and such insurance shall be with a company deemed satisfactory to the Board. Prior to the issuance of a Notice to Proceed, the Consultant shall furnish to the Board a certificate of insurance evidencing the above categories and stating that the insurance will not be canceled without at least thirty (30) days' prior notice, along with a proper endorsement to the applicable policies listing the Board as an additional insured.

7.6 The Consultant and any subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the Board, its officers, agents and employees against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the work by Consultant, including acts of Consultant's employees, servants or agents, whether or not such claims are due to any act of omission or commission, including negligence but excluding sole negligence, of the Board, its officers,

agents or employees. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Consultant or Consultant's employers, servants or agents use any of Board's equipment, tools, employees, or facilities, such will be gratuitous and Consultant shall release the Board, its officers, agents or employees from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Board in permitting the use thereof.

7.7 In no event shall the Consultant's duties to defend, save harmless and indemnify the Board hereunder be enforceable after the expiration of five (5) years from the date of completion of the services included in the Contract; provided, however, should any claim as is described in the immediately preceding paragraph relate to services performed by the Consultant after the date of substantial completion, then from the date of the performance of any such services, whichever is later.

7.8 It is not the intention of the Board or the Consultant to benefit any third party. The duties undertaken by the Consultant are for the sole benefit of the Board and are not intended to benefit any Contractor or any creditor or surety or any of them.

7.9 Board and the Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this Contract. Neither the Board nor the Consultant shall assign, sublet or transfer its interest in this Contract without the written consent of the other.

7.10 The Consultant shall comply with the provisions of the laws of the Commonwealth of Virginia and all federal and local statutes, ordinances and regulations that are applicable to the performance of this Contract, and procure all necessary licenses and permits.

7.11 Employment discrimination by Consultant prohibited.

A. During the performance of this Contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause

2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.

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

B. The Consultant will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that provisions will be binding upon each subcontractor or vendor.

7.12 During the performance of this agreement, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements or employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.13 Consultant shall, within seven (7) days of receipt of payment from Board for work performed under this contract, pay any subcontractor for the proportionate share of the total payment received from the Board attributable to the work performed by such subcontractor under this contract or notify the Board in writing of Consultant's intent to withhold all or part of the subcontractor's payment with the reason for such withholding. Consultant further agrees to pay interest at one percent per month to any subcontractor on amounts owed should such amounts remain unpaid after seven (7) days following receipt of payment by Consultant from Board for work performed by the subcontractor under this contract unless notice of withholding is provided as stated above. Consultant further agrees to include in each of its subcontracts, provisions requiring subcontractors to include or otherwise be subject to the same payment and interest payments as Consultant with respect to each lower tier subcontractor.

7.14 The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Board to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the County.

7.15 Unless otherwise agreed, this Contract shall be performed within the time schedule established pursuant to Section 1.2. Time shall be of the essence as to this

Contract and all supplemental agreements, except that reasonable additional time may be allowed for increased or additional work.

7.16 This Contract and the exhibits incorporated herein constitute the entire agreement between the parties, and no condition or provision, whether oral or written, in any previous bid, proposal or communication by either of the parties or any prior agreement or other understanding between them shall be of any effect, anything in any such bid, proposal, communication or agreement to the contrary notwithstanding.

IN WITNESS WHEREOF, the Consultant has executed this Agreement pursuant to proper authority and in the manner appropriate to him and the Board has executed this Agreement pursuant to its Resolution _____ enacted on _____, 20__.

By: _____

TITLE: _____

Approved as to form:

County Attorney

CONSULTANT

Corporate Seal
(If appropriate)

Attest:

By: _____

Secretary

TITLE: _____