



**County of Dinwiddie
P.O. Drawer 70
Dinwiddie, VA 23841
804-469-4500 ext. 2106
804-469-4503 fax**

**Request for Proposals
PROFESSIONAL AUDITING SERVICES: ANNUAL CONTRACT
RFP-11-121811**

This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by references as a part of this notice.

Contact Information:

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Dinwiddie County
Division Chief, Finance and General Services
14016 Boydton Plank Road
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Dinwiddie, VA 23841

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1. PURPOSE

Proposal Released By:

Request for Proposal Number:

Anne Howerton
Division Chief, Finance and General Services

RFP-11-121811

Release Date: December 18, 2011

Proposals, subject to the specifications and conditions contained herein and attached hereto, will be received in the Pamplin Administration Building, 14016 Boydton Plank Road, P.O. Drawer 70, Dinwiddie, Virginia 23841 until, but no later than **4:00 p.m. Local Time Prevailing January 12, 2012** for:

PURPOSE

The purpose of this Request for Proposal is to solicit sealed proposals from qualified certified public accountants/auditors to perform financial and compliance audits of Dinwiddie County, the Dinwiddie County Social Services Board, and the component units of Dinwiddie County, including, but not limited to, the Dinwiddie County Public Schools (including, but not limited to, the Schools Activity Fund) and the Dinwiddie County Industrial Development Authority (all together, the "Audited Entities") for the fiscal year ending June 30, 2012, with the option of up to four one-year renewals for each fiscal year ending June 30, 2013 through 2016.

If you are an individual with a disability and require a reasonable accommodation, please notify Anne Howerton at **(804) 469-4500, extension 1-2106**, at least three working days prior to date due. To be considered, your proposal must be submitted on a copy of this Request for Proposal. Vendors shall sign this form in the space provided on the Terms and Signature Sheet and return proposal documents to:

Anne Howerton
Division Chief, Finance and General Services
14016 Boydton Plank Road
P.O. Drawer 70
Dinwiddie, VA 23841

Mark outside of your envelope with Request for Proposal # RFP-11-121811 and opening date of proposal (January 12, 2012) as directed in Section 8.4 "Identification of Proposal Envelope".

Proposals, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

TIME IS OF THE ESSENCE and any proposal received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the County of Dinwiddie.

Nothing herein is intended to exclude any responsible Vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible Vendors are encouraged to submit and their proposals are solicited.

2. BACKGROUND/STATEMENT OF NEEDS

Dinwiddie County (the “County”) is a rural jurisdiction of 504 square miles located adjacent to Petersburg in south central Virginia with a 2010 Census population of 28,001. The combined County and Dinwiddie County Public Schools (the “Schools”) expenditure budget for FY 2012 was \$76,947,105. The County has approximately 200 employees, and the Schools have approximately 850 employees. Additional information on the Audited Entities, including prior years’ audits and budgets may be found at www.dinwiddieva.us under the “Budget & Tax Rates” link.

The Dinwiddie County Public School System consists of one high school, one junior high school, one middle school and five elementary schools with a total enrollment of 4,545 in FY 2011. More information on the Schools can be found at www.dinwiddie.k12.va.us .

The Dinwiddie County Industrial Development Authority is a seven member board appointed by the Dinwiddie County Board of Supervisors, and it is included in the Dinwiddie County Comprehensive Annual Financial Report (“CAFR”) as a component unit.

The County currently uses BAI Municipal Software on an IBM platform, and the Schools currently use Keystone Information Systems. The two systems operate independently, with the Schools providing summary information for posting to the General Ledger.

The County Director of Finance is the central overseer and coordinating agent for the County-wide audit of the financial statements. The County Director of Finance, in conjunction with the County Treasurer, the Director of Finance for Dinwiddie County Public Schools, and other finance staff will provide all information required for the Auditor to perform their duties. The County will also provide space in County facilities for Auditors to perform on-site work.

3. SCOPE OF SERVICES/GENERAL REQUIREMENTS

Contractor’s Qualifications: During the term of this contract, the individual and/or firm performing the auditing work (the “Auditor”) shall be licensed as provided in the applicable laws and regulations of the Commonwealth of Virginia to perform the audit in accordance with Section 15.2-2511 of the Code of Virginia and additional services as requested herein. The Auditor shall also be independent as that term is defined in the AICPA Code of Professional Conduct. The Auditor shall comply with the requirements of qualifications as contained in the Government Auditing Standards issued by the Comptroller General of the United States.

Auditing, Internal Controls, and Compliance: The Auditor shall audit all funds of the Audited Entities in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards (GAS)* issued by the Comptroller General of the United States; the provisions of the OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*; and the *Specifications for Audits of Counties, Cities and Towns issued by the Commonwealth of Virginia’s Auditor of Public Accounts (APA)*. Following the audit, the Auditor shall produce opinions on the financial statements of the Audited Entities, the Audited Entities’ compliance and internal control over financial reporting in accordance with *GAS*, the Audited Entities’ compliance with OMB Circular A-133, and the Audited Entities’ compliance with Virginia’s Laws, Regulations, Contracts and Grants. The Auditor's opinions shall be unqualified unless the Auditor furnishes the County, on a timely basis, the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.

In connection with the audit of the financial statements, the Auditor shall consider, test, and report on internal controls of the Audited Entities in accordance with Auditing Standards Generally Accepted in the United States of America (GAAS), *Government Auditing Standards*, OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, and the APA's *Specifications for Audits of Counties, Cities and Towns*. The County reserves the right to request additional internal control test work as deemed necessary.

In connection with the audit of the financial statements, the Auditor shall perform tests and report on compliance in accordance with *Government Auditing Standards*, OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, and the APA's *Specifications for Audits of Counties, Cities and Towns*.

Agreed-Upon Procedures:

Landfill: Provide certain "agreed-upon procedures" as set forth in 9VAC20-70-210 of the Code of Virginia relating to the County's Landfill "Computation of Excess Revenues Over Expenditures" in accordance with the Federal Register "Criteria for Municipal Solid Waste Landfills – Financial Assurance Criteria", as required by the Environmental Protection Agency (EPA) and Commonwealth of Virginia Department of Environmental Quality (DEQ). The County is required to file the "agreed-upon procedures" report within 180 days following the County's fiscal year end.

Jail Canteen Fund: Provide certain "agreed upon procedures" as set forth in the APA's "Specifications for Audits of Counties, Cities and Towns" relating to the Jail Canteen Fund for submission to the Virginia Compensation Board. Chapter 890, Item 67.90, 2011 Acts of Assembly requires all local and regional jails that receive funds from the state to provide such information as required by the Compensation Board to prepare the annual Jail Cost Report. All local and regional jails shall provide to the Compensation Board an audited statement related to revenues and expenses for inmate canteen accounts. The County is required to submit the "agreed upon procedures" report to the Compensation Board by December 31 of each year.

Meetings with County and School Finance Staff: The selected Auditor shall meet with both the County and Schools finance staff before the preliminary work and at the end of the fieldwork. The purpose of these meetings is to address any new financial reporting standards and their impact on the County and to keep the County fully informed on the scope and progress of the audit. During the course of the audit, the auditor shall meet with County and/or School finance staff on an as-needed basis.

Required Reports:

Based on the audit work performed, the Auditor shall prepare and submit the following reports:

- (1) An opinion on the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America.
- (2) An opinion on the fair presentation of the other supplementary information and the schedule of expenditures of federal awards in conformity with accounting principles generally accepted in the United States of America. The Auditor shall prepare a disclaimer of opinion related to the statistical section included in the CAFR .
- (3) A report on compliance and on internal control over financial reporting based on an audit of the financial statements performed in accordance with *Government Auditing Standards*. The Auditor shall communicate all instances of noncompliance that could have a material effect on the financial

statements in the report. The Auditor shall communicate all reportable conditions and material weaknesses in internal controls over financial reporting and its operation in the report.

(4) A report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133. The Auditor shall report all instances of noncompliance with the specific requirements for major federal program in the report on compliance and in the Schedule of Findings and Questioned Costs. The Auditor shall communicate all reportable conditions affecting major federal programs in the report. Further, the Auditor shall identify any material weaknesses in the report. Any finding or weaknesses shall be reported immediately to the appropriate level of management.

(5) A report on the application of agreed-upon procedures relative to the Comparative Report Transmittal Forms. This report shall be submitted to the Auditor of Public Accounts along with the Auditor prepared Comparative Report Transmittal Forms by November 30th of each year.

(6) Any other reports that may become required reports over the period of this contract, in accordance with Government Auditing Standards; OMB Circular A-133; Audits of State and Local Governments; the Specifications for Audits of Counties, Cities and Towns, and the Uniform Financial Reporting Manual.

(7) The Auditor shall make an immediate, written report to the appropriate level of management of all management letter comments of which they become aware.

(8) The Auditor shall make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the: Board of Supervisors of Dinwiddie County; School Board of Dinwiddie County; County Administrator; County Attorney; Superintendent of Schools; Director of Finance, Dinwiddie County; Director of Finance, Dinwiddie County Public Schools; Treasurer of Dinwiddie; Dinwiddie County Social Services Board; and/or Dinwiddie County Industrial Development Authority, as applicable.

(9) The Auditor shall prepare the Schedule of Expenditures of Federal Awards for the primary government and discretely presented component units and the Data Collection Form required by OMB Circular A-133 by November 30 for submission to the Federal Audit Clearinghouse as part of the County's Reporting Package.

(10) The Auditor shall prepare as needed CPA Certificate of No Default letters as required by debt covenants.

(11) The Auditor shall be responsible for preparing and submitting copies of the CAFR to appropriate state and federal agencies.

Draft Reports: The Auditor shall have drafts of the Auditor's reports, comments on the financial statements and recommendations to management available for review by the appropriate level of management by October 31st of each year. Any findings to be reported shall be available for review by the appropriate level of management by the same date.

Submission of Reports to the Government Finance Officers Association (GFOA): The County will submit its CAFR to the Government Finance Officers Association of the United States for review in its certificate of achievement program. It is anticipated that the Auditor will be required to provide special assistance to the County to meet the requirements of that program.

Report Preparation and Presentation: The Auditor will be responsible for CAFR preparation, editing and printing, providing 20 bound copies and an electronic file in .pdf format to the County. The Auditor shall present the CAFR, the recommendations to management, and the required communications to those charges with governance to the County Board of Supervisors at a public session as required by Section 15.2-2511 of the Code of Virginia.

Additional Services: The Auditor shall provide additional auditing and/or consulting services as may be required in accordance with the agreed fee schedule. Such services shall be provided on an as-needed basis and may include but not be limited to spot audits on County departments or divisions, audits on vendors or agencies affiliated with the County or any other related services.

4. PROPOSAL PREPARATION & SUBMISSION

Four (4) copies of proposal submittals, including one (1) original and three (3) copies, marked **RFP # 11-121811** should be submitted to the address as listed on Page 4 of this RFP, in a sealed envelope properly identified as directed in the section entitled “Identification of Proposal Envelope”.

An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror’s proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Statement of Needs described.

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

The Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. It is the responsibility of the Offeror to ensure that their proposals reach the appropriate office prior to the closing time on the proposal.

OFFERORS ARE REQUIRED TO INCLUDE THE FOLLOWING INFORMATION IN THEIR PROPOSALS. FAILURE BY OFFEROR TO PROVIDE THE INFORMATION SHALL RENDER THE PROPOSAL NON-RESPONSIVE:

- **A cover letter describing the firm**
- **References from a minimum of three organizations, preferably local governments of similar size and complexity as Dinwiddie County.** This list should include a name and contact information for personnel from the organization who are/were associated with each audit and who may be contacted as a reference (See Section 8.8 “References”)
- **Completed Signature Sheet** (Section 10.0) - Proposals by an individual must give the full business address of the Offeror and be signed by the Offeror with the Offeror’s usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, vice president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word “President”, “Vice President”, “Secretary”, “Agent” or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.
- **Signed addenda, if applicable.** Addenda, if any, shall be posted on the County’s website at <http://www.dinwiddieva.us/purchasing> pursuant to Section 7.5 herein.

IN ADDITION TO PROVISION OF THE ABOVE MANDATORY INFORMATION, PROPOSALS SHALL ADDRESS OFFEROR’S PROFESSIONAL ABILITIES AND PROCESSES/POLICIES REGARDING THE FOLLOWING:

a. Independence

1. The Offeror shall provide an affirmative statement that it is independent of the Audited Entities as defined by generally accepted auditing standards and the U.S. General Accounting Government Auditing Standards and the AICPA Code of Professional Conduct.
2. The Offeror shall also list and describe any professional relationships involving the County, other Audited Entities, or County staff for the past five (5) years and explain why any such relationship does not constitute a conflict of interest relative to performing the proposed audit.

b. License to Practice in the Commonwealth of Virginia

An affirmative statement shall be included that the Offeror and all assigned key personnel are **properly licensed** to practice as certified public accountants in the Commonwealth of Virginia. Also, an affirmation that the Offeror meets any and all specific qualification requirements imposed by the Commonwealth of Virginia shall be included.

c. Offeror’s Profile, Qualifications and Experience

The proposal should provide:

1. The organization and size of the Offeror, and whether it is local, regional, national, or international in operations.
2. The size of the Offeror's governmental staff.
3. The location of the office from where the work on this engagement is to be performed and the number and nature of the professional staff to be employed in the engagement on a full-time basis and the number and nature of staff to be employed on a part-time basis.
4. Description of the range of activities performed by the Offeror's office such as audits, accounting, tax services, or management services.
5. Description of the Offeror's experience with the GFOA's Certificate of Achievement for Excellence in Financial Reporting Program and/or the GFOA's Distinguished Budget Presentation Award.
6. Description of any continuing professional education obtained by proposed engagement staff demonstrating conformance with GAO yellow book requirements for governmental engagements.
7. The Offeror shall also submit a copy of its most recent external quality control review including a statement if that review included government specific engagements; in addition, the Offeror shall provide information on the results of any Federal or state desk reviews or field reviews of its audits for the past three (3) years. Further, the Offeror shall provide any information on the circumstances and status of any disciplinary action taken or pending against the Offeror in the previous three (3) years with any state regulatory body or professional organization.

d. Partner, Supervisory, and Staff Qualifications and Experience

Identify the principal supervisory and management staff including engagement partners, managers, and other supervisors or specialists, who would be assigned to the engagement. Provide resumes and information on the government auditing experience of each person including information on relevant continuing professional education for the past three (3) years.

e. Similar Engagements with other Government Entities

1. This section of the auditor's proposal should list and describe representative clients currently served by the Offeror's office or local office focusing on clients similar in size and complexity with the County.

f. Specific Audit Approach and Work Plan

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section 3 (Scope of Services/General Requirements) of this RFP. In developing the work plan references should be made to such sources of information as the County's CAFR, organizational chart, manuals and programs, and financial or other management information systems. The Offeror should clearly distinguish tasks that the auditor shall undertake and those that are the responsibility of the County.

Offerors shall provide the following information in their approach:

1. Discussion regarding overall approach and processes in conducting the audit with proposed segmentation of the engagement.
2. Discussion of the auditor's willingness to produce the County's financial statements from the County's General Ledger. Specifically, does the Offeror's interpretation of independence standards prevent the compilation of the County's required financial statements from balance sheets and income statements produced by the County's ledger? Would production of those statements be included in the Offeror's engagement? If not, would the Offeror be able to provide said production services if requested by the County?
3. Discussion of the auditor's willingness to compile statistical tables for inclusion in the County's CAFR. Does the Offeror's interpretation of independence standards prevent the compilation of the County's statistical tables from information provided by County staff? Would production of these forms be included in the Offeror's proposed engagement plan? If not, would the Offeror be able to provide completed transmittal forms if requested by the County?
4. Discussion of the auditor's willingness to provide the APA transmittal forms. Does the Offeror's interpretation of independence standards prevent the compilation of the County's required transmittal forms from balance sheets and income statements produced by the County's ledger? Would production of these forms be included in the Offeror's proposed engagement plan? If not, would the Offeror be able to provide completed transmittal forms if requested by the County?
5. Explanation of how the Offeror would propose to utilize County staff, if at all, to assist during the audit, including approximate time required, the types of information or schedules to be provided, and the deadline for such information as to not jeopardize the audit schedule.
6. Manner in which, if at all, you intend to utilize computer-assisted auditing procedures and statistical sampling techniques. Indicate sample sizes if possible. Describe the approach to be taken in drawing audit samples for the purposes of compliance testing.
7. Type and extent of analytical procedures to be utilized during the engagement.
8. Approach to be taken to gain and document an understanding of the County's internal control structures.
9. Approach to be taken in determining laws and regulations that will be subject to audit test work.
10. Procedures followed in the technical and quality control review of audited financial statements prior to their issuance.
11. Statement verifying the Offeror's understanding of the specific reporting requirements outlined in this RFP.

12. Comment on how the Offeror will assist the County in attaining GFOA's "Certificate of Achievement for Excellence in Financial Reporting".

13. Description of any anticipated potential audit problems, the Offeror's approach to resolving these problems, and any special assistance required from the County.

g. Commitment to Continuity of Quality for Assigned Staff

1. Identify other engagements, if any, to which the staff identified pursuant to Section 4.d. (Partner, Supervisory and Staff Qualifications and Experience) will be or are assigned to during the period of time they would be performing audit services for the County of Dinwiddie.

2. Please indicate what level of assurance the Offeror can provide the County that the principal staff assigned to the engagement will continue for the full duration of the engagement or otherwise how the quality of staff assigned to the engagement shall remain constant over the term of the engagement.

NONBINDING COST ESTIMATE – (NBCE) SUBMITTED AT INTERVIEW STAGE

As this is a professional services solicitation, the County is **NOT** requesting a NBCE at this time. The County will request NBCE under separate cover from one or more of the highest ranked and fully qualified Offerors at a later date.

A complete bound NBCE shall be provided when requested. The NBCE shall include hourly rates for all job categories that can or will be used to accomplish work under a resulting contract. The NBCE shall also include costs for all reimbursable items such as travel, printing, reproduction work along with a % of markup of all reimbursable items provided by an outside source or subcontractor. The Offeror shall provide a fixed price NBCE based upon the above information. In proposing pricing to the County the Offeror shall keep in mind that the complexity of the County can and probably will change in the near term and the foreseeable future.

ORAL PRESENTATION: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

5. EVALUATION AND AWARD CRITERIA

Proposals will be evaluated by Dinwiddie County according to the following criteria, using best value procurement procedures. These criteria are to be utilized in the evaluation of qualifications for development of the list of those Offerors/Vendors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance. Proposals shall contain documentation and information which describes the Offeror's/Vendor's ability to meet the criteria and exceed the performance of other Offerors/Vendors.

- Profile, qualifications, and experience of Offeror
- Assigned staff qualifications and experience
- References from clients similar in size and complexity to Dinwiddie County

- Specific audit approach and work plan
- Commitment to continuity of quality of assigned staff
- Ability to complete the audit by required deadlines

The County shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise. At the discussion stage, the County may discuss non-binding estimates of audit costs. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the County shall select, in the order of preference, two or more Offerors whose professional qualification and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. The County shall issue a notice of intent to award the contract to the selected Offeror by posting such Notice of Intent to Award Contract on the County's website (www.dinwiddieva.us). The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359(D)). The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated.

The County reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award a contract deemed to be in the County's best interest.

6. TERM OF CONTRACT

The term of this contract shall be from date of award through March 1, 2013. The County reserves the right to renew the contract for up to four (4) additional one-year periods under the terms and conditions of the original contract for the fiscal years ending June 30, 2013, 2014, 2015 & 2016. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.

7. GENERAL TERMS AND CONDITIONS

7.1. APPLICABLE LAWS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Dinwiddie County. The County and the Vendor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The Vendor shall comply

with all applicable federal, state and local laws, rules and regulations, including all reporting deadlines.

7.2. ANTI-DISCRIMINATION

By submitting their proposals, Offerors (each, a “Vendor”) certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Vendor agrees as follows:
 - a. The Vendor 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 Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Vendor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned businesses.

7.3. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, Vendors 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 Vendor, 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.

The Vendor shall identify any actual or potential conflicts of interest that exist, or which may arise if the Vendor is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each Vendor attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Vendor, or themselves, to obtain information that would give the Vendor an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Vendor, or itself, to gain any favoritism in the award of this Request for Proposal.

7.4. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, Vendors certify that they do not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7.5. CLARIFICATION OF TERMS

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Division Chief, Finance and General Services, Anne Howerton, in writing, to the address listed on page 4 or by e-mail to ahowerton@dinwiddieva.us **no later than five (5) business days before the proposal due date**. Any revisions to the solicitation will be made only by written addendum issued by the County which shall be posted on the County's website at <http://www.dinwiddieva.us/purchasing>.

7.6. PAYMENT

7.6.1. To Prime Vendor

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Vendor directly to the payment address shown on the purchase order/contract. All invoices shall show the proposal number and/or purchase order number; social security number (for individual Vendors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, which are to be paid for with public funds, shall be billed by the Vendor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Vendors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges.

Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Vendor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Vendor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

7.6.2. **To Subcontractors**

- a. A Vendor awarded a contract under this solicitation is hereby obligated within seven (7) days of the Vendor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract:
 - (1) To pay the subcontractor(s); or
 - (2) To notify the County and the subcontractor(s), in writing, of the Vendor's intention to withhold payment and the reason.
- b. The Vendor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Vendor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Vendor performing under the primary contract. A Vendor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.
- c. No portion of the work shall be subcontracted without prior written consent of the County. In the event that a successful Offeror desires to subcontract some part of the work specified in the contract, the successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The successful Offeror shall, however, remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all the requirements of the contract.

7.7. **PRECEDENCE OF TERMS**

The following General Terms and Conditions APPLICABLE LAWS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, CLARIFICATION OF TERMS, PAYMENT 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.

7.8. **QUALIFICATIONS OF VENDORS**

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to perform the services/furnish the goods and the Vendor shall furnish all such information and data for this purpose as may be requested.

The County reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

7.9. TESTING AND INSPECTION

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

7.10. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the Vendor in whole or in part without the written consent of the County.

7.11. CHANGES TO THE CONTRACT

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

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the Vendor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Vendor shall comply with the notice upon receipt. The Vendor shall be compensated for any additional costs incurred as the result of such order and shall give the County 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; or
 - b. By agreeing upon 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 Vendor accounts for the number of units of work performed, subject to the County's right to audit the Vendor's records and/or to determine the correct number of units independently.

7.12. DEFAULT

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

7.13. TAXES

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Dinwiddie on materials and supplies that are installed by a Vendor and become a part of real property. Vendors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a

proposal. The Vendor shall, without additional expense to the County, pay all applicable federal, state, and local taxes, fees, and assessments.

7.14. INSURANCE

By signing and submitting a proposal under this solicitation, the Vendor certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Vendor further certifies that the Vendor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Vendors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Dinwiddie must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
5. Professional Liability - \$1,000,000.

7.15. DRUG-FREE WORKPLACE

During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor'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 Vendor'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 Vendor that the Vendor 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 Vendor, 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.

7.16. NONDISCRIMINATION OF VENDORS

A Vendor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Vendor employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

7.17. AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by the Code of Virginia Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized. Any bidder or Offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

7.18. AUDIT

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

7.19. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

7.20. CONTRACT DOCUMENTS

- a. The contract entered into by the parties shall consist of the Request for Proposal, the proposal submitted by the Vendor; General Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.

- b. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.

7.21. LAWS AND REGULATIONS

- a. The Vendor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- b. All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by the County of Dinwiddie or the Commonwealth of Virginia.

7.22. WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified by written notice received from Offerors/Vendors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

7.23. RECEIPT AND OPENING OF PROPOSALS

- a. It is the responsibility of the Offeror/Vendor to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
- b. The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of proposals received.

7.24. PROPRIETARY INFORMATION

Section 2.2-4342(F) of the *Code of Virginia* states: Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the Vendor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

7.25. PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this solicitation shall be valid for 60 days. At the end of the 60 days the proposal may be withdrawn at the written request of the Vendor. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

7.26. PROTECTION OF PERSONS AND PROPERTY

- a. The Vendor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may be affected by the Vendor's operation in connection with the work.
- b. The Vendor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

7.27. TERMINATION BY COUNTY FOR CAUSE

- a. If the Vendor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If the Vendor violates any provisions of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Vendor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract then the County may terminate the contract.
- b. Prior to termination of the contract, the County shall give the Vendor and his surety, if applicable, ten (10) calendar days written notice, during which the Vendor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Vendor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County determines that Vendor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Vendor and its surety. In no event shall termination for cause terminate the obligations of the Vendor's surety on its payment and performance bonds.
- c. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Vendor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
- d. Upon such termination of the contract, the Vendor shall immediately cease work and shall immediately deliver to the County any and all materials and/or information kept on file, created or obtained on behalf of the County. County shall complete the work by whatever method it may deem expedient. In such case the Vendor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Vendor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.
- e. If it should be judicially determined that the County improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of the County.
- f. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

7.28. TERMINATION BY COUNTY FOR CONVENIENCE

- a. County may terminate this contract at any time without cause, in whole or in part, upon giving the Vendor notice of such termination. Upon such termination, the Vendor shall immediately cease work. Upon such termination, the Vendor shall take such steps as County may require to assign to the County the Vendor's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction, the Vendor shall receive as full compensation for termination and assignment the following:
 - (1) All amounts then otherwise due under the terms of this contract,
 - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the Vendor as a direct result of such termination. The Vendor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, County shall have no further obligations to the Vendor of any nature.
- d. In no event shall termination for the convenience of the County terminate the obligations of the Vendor's surety on its payment and performance bonds.

8. SPECIAL TERMS AND CONDITIONS

8.1. ADDITIONAL USERS/COOPERATIVE PROCUREMENT

This procurement is being conducted on behalf of the County of Dinwiddie, Virginia and is being conducted under the provisions of Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement". As stated therein, a public body may purchase using another public body's contract even if it did not participate in the Request For Proposals (RFP) or Invitation For Bids (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies.

If authorized by the Vendor, the resultant contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Vendor's responsibility to notify the jurisdictions/public bodies of the availability of contract(s). Offerors desiring to offer to other jurisdictions/public bodies under this clause shall so indicate in their response.

8.2. AWARD OF CONTRACT

[Reserved. See Section 5.]

8.3. ANNOUNCEMENT OF CONTRACT AWARD

Following the award of a Contract or decision to award a Contract, the County will announce such award of a contract or decision to award a contract by posting a "Notice of Intent to Award" on the County's website at <http://www.dinwiddieva.us/purchasing>. Subject to the provisions of the *Code of Virginia Section 2.2-4360*, any bidder who desires to protest the award of a contract or decision to award a contract shall submit such protest in writing to the attention of Anne Howerton, Division Chief, Finance and General Services, 14016 Boydton Plank Rd, P.O. Drawer

8.8. REFERENCES

Vendors shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

	<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1.	_____			
2.	_____			
3.	_____			

8.9. SEVERABILITY

Any written contract resulting from this request for proposal shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

9. METHOD OF PAYMENT

Payments will be made 30 days after receipt of complete and accurate invoice. Invoice must be sent to Dinwiddie County Accounts Payable at P.O. Drawer 70, Dinwiddie, Virginia 23841. No payment will be made to subcontractors. The Vendor shall be fully responsible for all invoicing to applicable entity.

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10. SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal does not violate any provision of the Virginia Governmental Frauds Act (Code of Virginia, Section 18.2-498.1 *et seq.*) and is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or services, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of the Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Offeror.

To receive consideration for award, this signature sheet must be returned to the Division Chief, Finance and General Services as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: _____

If a Corporation, list identification numbers as issued by the Virginia State Corporation

Commission: _____

Address: _____

Signature: _____

Name (type or print): _____

Official Title: _____

Federal Tax ID Number or Social Security Number, if individual: _____

Date: _____ Telephone Number: _____

Email Address: _____ Facsimile Number: _____

Indicate whether business ___ is or ___ is not located in the County of Dinwiddie, Virginia and, if it is, have you obtained a County license to conduct or engage in the business, trade or occupation in the County of Dinwiddie? ___ Yes. ___ No.