



TOWN OF ALTAVISTA

P. O. BOX 420
ALTAVISTA, VA 24517
(434) 369-5001

REQUEST FOR PROPOSAL
RFP# 002-2016

AUDIT SERVICES

SEALED BIDS MUST BE DELIVERED BY:

December 21, 2016 at 3:00 PM

All inquiries concerning this Request for Proposal
shall be submitted in writing
no later than December 16, 2016 at 11:00 AM

Purchasing Agent

Tobie C. Shelton, Finance Director
Town of Altavista
510 7th Street
P. O. Box 420
Altavista, VA 24517

Inquiries may be faxed to: (434) 369-4369

Inquiries may also be emailed to:

tcshelton@altavistava.gov

NAME & ADDRESS OF FIRM:

FIN# _____

DATE: _____

AUTHORIZED SIGNATURE: _____

TELEPHONE: _____

EMAIL: _____

**REQUEST FOR PROPOSAL
RFP # 002-2016**

AUDIT SERVICES

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*** must be returned with proposal**

1.0 PURPOSE:

The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals for a term contract from qualified independent certified public accountants to submit proposals to enter into a term contract to perform a financial audit for each of the fiscal year (s) ending June 30, 2017 through June 30, 2019. Town anticipates awarding a three (3) year contract from date of award with the option of two (2) additional years. Background information describing the Town can be obtained by visiting the Town's website at www.altavistava.gov. Other pertinent background information is contained in the Information Overview (Attachment A) found at the end of this request for proposal.

2.0 COMPETITION INTENDED:

It is the Town's intent that this Request for Proposal (RFP) be awarded following a full and open competition. It shall be the offeror's responsibility to advise the Town Purchasing Agent in writing if any language, requirement, specification or any combination thereof, inadvertently restricts or limits the ability of the offeror to meet requirements stated in this RFP. Such notification must be received by the Purchasing Agent no later than five (5) working days prior to the date set for acceptance of proposals.

3.0 SCOPE OF WORK TO BE PERFORMED

3.1 Basic Financial Statements

The Auditor shall audit all funds of the Town in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States; the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; OMB's Compliance Supplement; the Specifications for Audits of Counties, Cities and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia; and any other standards that may be issued by other authoritative bodies during the period of this contract that would be applicable to the Town. The audit shall result in the rendering of the auditor's opinion on the financial statements prepared by the Town. The auditor's opinion shall be unqualified unless the Auditor furnishes the Town, on a timely basis, the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.

3.2 Supplementary Information and Statistical Section

The Auditor shall apply procedures and report on the supplementary exhibits included in the financial report, including the analysis of funding progress for pension plans, and the schedule of expenditures of federal awards. The Auditor is not required to apply procedures and report on the statistical tables included in the financial report.

3.3 Internal Controls

In connection with the audit of the basic financial statements, the Auditor shall consider, test, and report on internal controls in accordance with the auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the Specifications for Audits of Counties, Cities and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia; and any other standards that may be issued by other authoritative bodies during the period of this contract that would be applicable to the Town.

3.4 Compliance Auditing

In connection with the audit of the basic financial statements, the Auditor shall perform tests and report on compliance in accordance with the Government Auditing Standards, and the Specification for Audits of Counties, Cities and Towns.

4.0 MEETINGS AND REPORT PREPARATION

4.1 Meetings

The selected Auditor shall schedule conferences between the Auditor and the Town's Director of Finance prior to commencing the preliminary work and at the end of the fieldwork. The purpose of these meetings is to keep the Director fully informed of the scope and progress of the audit.

4.2 Assistance in Implementing Government Accounting Standards Board Statements

The Auditor shall assist the Town in implementing all Government Accounting Standards Board (GASB) accounting and reporting standards which become effective during the term of the contract and are applicable to the Town.

4.3 Required Reports

Based on the audit work performed, the Auditor shall include the following reports in the financial report unless otherwise indicated:

- A. An opinion on the fair presentation of the basic financial statements and required supplementary information in conformity with accounting principles generally accepted in the United States of America.
- B. The Auditor shall prepare a disclaimer of opinion related to the statistical tables included in the financial report.
- C. A report on compliance and on internal control over financial reporting based on the audit of financial statements performed in accordance with Government Auditing Standards. The Auditor shall communicate all

significant deficiencies (as defined by the AICPA) found during the audit in the report on internal controls. Further, the Auditor shall identify any material weaknesses in the report. The Auditor shall report other weaknesses in internal controls not meeting the definition of a significant deficiency or material weakness in a separate letter to management referred to in the report on internal controls.

- D. 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 Town Manager and the Mayor of the Town of Altavista.
- E. 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; and The Specifications for Audits of Counties, Cities and Towns.

4.4 Draft Reports

The Auditor shall have drafts of the Auditor's reports and recommendations to management available for review by the Town's Director of Finance no later than September 30th following the end of the fiscal year.

4.5 Report Preparation and Presentation

- A. The Auditor shall be responsible for the preparation, editing and printing of the basic financial statements, supplemental exhibits and statistical section of the report, along with the following reports:
 - 1. Statement of Net Assets.
 - 2. Statement of Activities.
 - 3. Reconciliation of the Balance Sheet of the Governmental Funds to the Statement of Net Assets.
 - 4. Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities.
 - 5. Statement of Cash Flows – Proprietary Funds.
 - 6. Notes to Financial Statements.
 - 7. Schedule of Funding Progress (Pensions).
 - 8. Comparative Statement of Revenues, Expenditures, and Changes in fund balance over the last ten (10) Fiscal Years.

The Auditor shall furnish a final copy of the financial report to the Town's Finance Director within 5 days after approval of the draft reports.

- B. The Auditor shall present the Comprehensive Annual Financial Report, the recommendations to management and the required communications regarding the audit to the Town's Town Council at a public session as required by Section 15.1 – 167 of the Code of Virginia.

4.6 Submission of Reports to the Federal and State Agencies

The Town shall be responsible for submitting copies of the financial report to the appropriate state and federal agencies.

5.0. ASSISTANCE TO BE PROVIDED TO THE AUDITOR

5.1 Books of Accounts

The Town shall balance the books of account, reconcile subsidiary ledgers to control accounts, and reconcile all bank accounts within 50 days following the fiscal year end (i.e., by August 20th).

5.2 Schedules

The Town's staff shall prepare the following information on forms acceptable to the Auditor:

- A. A final trial balance for each fund;
- B. A final trial balance for each subsidiary ledger;
- C. Schedules related to federal program revenues, expenditures and beginning and ending balances by program (if applicable);
- D. Copies of the original and final budgets adopted by Town Council for the audit period, the original budget ordinance for the audit period, and all amendments to the budget ordinance;
- E. Copies of project resolutions and any amendments for all capital projects beginning during the period or not fully completed prior to the end of the period;
- F. List of outstanding checks at year end and a summary of bank reconciliations for the period;
- G. Schedules describing the Town's investments activity for all funds during the period, including investments held by all funds at June 30th;
- H. Schedules related to the Town's long term debt activities; including amounts outstanding at fiscal year end and debt maturity schedules by five-year increments;
- I. A schedule of capital outlays during the period;

- J. Schedules describing the Town's fixed asset additions and dispositions; annual depreciation and accumulated depreciation, listed by fund;
- K. A schedule of depreciation by governmental function;
- L. Analysis of compensated absences;
- M. A schedule of accounts payable at the statement date;
- N. Schedules analyzing the Town's water & sewer deposits and billing activities during the period;
- O. Schedules analyzing the Town's levy and collection of the following taxes:
Real estate, consumer utility, transient lodging, sales, meals, communications, business licenses and other major tax sources;
- P. Copies of other contracts in force at statement date of a material amount;
- Q. Copies of contracts with governmental grantor or grantee agencies; and
- R. Such reasonable additional schedules as may be requested for financial audits.

5.3. Proposer's Qualifications:

- A. Offerors shall be primarily engaged in providing the service as outlined in these specifications.
- B. Contract will be awarded to a responsible offeror capable of performing the quality of work contemplated. Before the award of contract, successful offeror may be required to show they have the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated. If the contract contains special work of a complicated nature, or if it contains items or material or work the character of which will depend upon the Firm's skill or experience, they may be required to show evidence of a satisfactory record of similar work performed or materials furnished.
- C. Offeror's firm shall be one of national or regional reputation currently engaged in the business of planning and architectural consulting and shall have proven quantifiable ability in this area for a period of no less than 3 years.

5.4. Statement of Qualifications:

The statement of qualifications must include a description of organizational and staff experience and resumes of proposed staff.

- A. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- B. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, and names of contact persons and current telephone numbers for such reference.
- C. Personnel: Full time and part time staff, proposed Firms and subcontractors who may be assigned direct work on this project should be identified. Information is required which will indicate the composition of the task or work group, its specific qualifications and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or Firm activity must be indicated and the anticipated sources will be identified. Resumes of staff and proposed Firms are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.
- D. A staffing plan is required which describes the offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization and amount of time to be devoted to the project. This includes Firms as well as regular employees of the offeror, if relevant. A part of this section should include a detailed description of activities that are to occur, significant milestones and anticipated deliverables.
- E. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the Purchasing Agent.

6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

6.1 General Requirements

- A. RFP Response. In order to be considered for selection, the Firm must submit a complete response to this RFP. One (1) original (unbound) and three (3) copies of each proposal must be submitted to the Town's Purchasing Agent. The Firm shall make no other distribution of the proposal.
- B. Proposal Preparation

1. An authorized representative of the Firm shall sign the proposals (page 1 of the RFP). All information requested should be submitted. Failure to submit all information requested may result in the Town 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 Town. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. 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.
3. 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 shall contain a table of contents and a separate table which cross-references the RFP requirements to proposal paragraphs. Information which the Firm 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 Firm's proposal should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services described.
4. 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.

6.2 Specific Proposal Requirements

Firms are required to submit the following items as a complete proposal:

- A. Certification page (page 1 of the RFP) and the return of this completed RFP and any addendum(s), acknowledgments, signed and filled out as required.
- B. The submission of a proposal on this service will be considered as a

representation that the offeror has carefully investigated all conditions which affect or may, at some future date, affect the performance of the services covered by the proposal; that the offeror is familiar with all federal, state, and local laws, and all codes and ordinances of the Town which in any way affect the prosecution of the work or persons engaged or employed in the work; and that the offeror shall secure all necessary permits required to perform this service at their own expense.

1. Title Page

Show the RFP subject, the name of the proposer's firm, local address, e-mail address, telephone number, name of contact and date.

2. Letter of Transmittal that includes the items listed below.

- a. History of the firm, including number of years in business, size of firm and information concerning the local office from which the audit will be conducted.
- b. A statement by the prospective Auditor of the understanding of the work to be performed with description of the audit approach and illustrations of the procedures to be employed.
- c. The approximate date the audit will begin (including preliminary fieldwork) and conclude. Also include the approximate dates draft financial statements and Auditor's reports will be available for review.
- d. Biographies, including experience, of the individuals who will be assigned to the engagement, relevant experience of each in auditing municipalities, with emphasis on local governments audits in Virginia. Please include each individual's recent continuing professional education.
- e. Names, addresses, telephone numbers and e-mail addresses of persons who may be contacted for reference.
- f. A copy of the report on the firm's most recent peer review.
- g. A statement by the prospective Auditor that:
 - The firm is independent of the Town of Altavista, as that term is defined in the Ethical Rules of the AICPA.
 - The firm and the partner assigned to the engagement are licensed to perform the

audit as provided by the applicable laws of the Commonwealth of Virginia.

- The firm has met the peer review standards of the AICPA and Government Auditing Standards.
 - The firm will provide adequate supervision on a day-to-day basis.
 - Staff assigned to the audit have met any continuing education requirements as described in Government Auditing Standards, issued by the Comptroller General of the United States.
- C. Proposed contract execution schedules are to be submitted in a format that allows uniform and easy access to information. Emphasis should be on completeness and clarity. The schedule should depict each phase as a single effort with clearly indicated milestone dependencies within the phase. There should be no dependencies for the completion of a phase from work to be performed in a subsequent phase. The schedule should be in week increments and have sufficient completion milestones to allow the contract monitor to identify schedule variants in time to take corrective action.

7.0 EVALUATION AND AWARD

7.1 Evaluation criteria shall include the following:

- A. The specific plans or methodology to be used in performing the audit (i.e., the audit approach). (25 points)
- B. The skill, experience and training of the specified persons who will be performing the services requested. (25 points)
- C. The prior experience and reputation of the Auditor in auditing other Virginia local governments similar to the Town. (20 points)
- D. References from other local governments or clients. (20 points)
- E. Stated ability to complete the audit and submit the financial statements and Auditor's reports to the Auditor of Public Accounts by the required deadline. (10 points)

The selection process shall be in accordance with Section 2.2 4301 of the Code of Virginia.

Once each member of the Evaluation Committee has independently read and

rated each proposal and completed a proposal evaluation matrix form, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select the firms for further consideration—the short-list. At this point, the Evaluation Committee will conduct interviews and have discussions with the top ranked firms (usually the top three to five depending upon the number of proposals received). The Town reserves the right to reject any and all proposals.

After the interviews, the Evaluation Committee will finalize the rankings. Final negotiations for a binding fee/rate schedule will begin with the top ranked firms in each service group. If a contract acceptable to the Town cannot be negotiated at rates that are considered fair and reasonable, negotiations shall be terminated with those firms and negotiations conducted with the next ranked firm, and so on. Town staff will conduct all subsequent negotiations and will make a recommendation to the Town Council for the resulting contract award. The rankings shall remain confidential until after the contract award.

7.2 Award of Contract:

- A. The Evaluation Committee may select two (2) or more Firms deemed fully qualified and best suited among those submitting proposals, on the basis of the evaluation factors identified in the request for proposal. Such Firms shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to their proposal, as well as alternate concepts. At this negotiation stage the Town may discuss and/or request binding estimates of costs, fee per task, and, if desirable, binding estimates of hours and hourly costs for services to be provided. After negotiations are completed, the Firm having made the best proposal shall be awarded the contract.
- B. Should the Evaluation Committee determine in writing and in their sole discretion that only one (1) Firm is fully qualified, or that one (1) Firm is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Firm.
- C. Subject to changes agreed upon in negotiations, all terms of proposal of the Firm selected will be binding. The Town may cancel this RFP or reject responses at any time and is not required to furnish a statement of the reason why a particular response was or was not deemed to be advantageous. The Town reserves the right to select multiple underwriters; joint proposals will not be accepted.

Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information in a timely manner when so requested.

The Evaluation Committee may make such reasonable investigations as

it deems proper and necessary to determine the ability of the Firm to perform the work. The Evaluation Committee and/or its representative(s) reserve the right to inspect the Firm's physical premises prior to award to satisfy questions regarding the Firm's capabilities.

- D. Contract award for services specified in this RFP are non-exclusive and does not preclude the Town from issuing solicitations, negotiating or awarding other contracts for similar services.

8.0 CONTRACT TERM

The contract term shall be dependent on the proposed scope of work and the schedule to complete the processes as described in this Request for Proposals. Contract shall be subject to cancellation for cause or convenience with written notice 30 days prior to the effective date of the cancellation.

9.0 SPECIAL TERMS AND CONDITIONS

- A. Availability of Funds: It is understood and agreed between the parties herein that the Town shall be bound hereunder only to the extent of the funds available for the purpose of this agreement.
- B. Cancellation of Contract: The Town reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Auditor. Any contract cancellation notice shall not relieve the Auditor of the obligation to complete an audit commenced before the effective date of the cancellation.
- C. Retention of Working Papers: The Auditor hereby agrees to retain all books, records and other working papers relative to this contract for 5 years after final payment. The Town, its authorized agents, and/or state and federal auditors shall have full access to and the right to examine any of said materials during said period.
- D. Subcontracts: No portion of this work shall be subcontracted without prior written consent of the Town. The Auditor shall, however, remain fully liable and responsible for the work to be done by the subcontractor (s) and shall assure compliance with all requirements of the contract.

ATTACHMENT A

Information Overview

TOWN OF ALTAVISTA, VIRGINIA
510 7TH STREET
ALTAVISTA, VA 24517

1. Water and Sewer Utility Billing: Approximate number of bills generated per month is 62 and the approximate number of bills generated per quarter is 1700. Four billing cycles are posted each fiscal year.
2. Personnel/payroll: The Town pays 52 full-time; 6 part-time and 7 monthly employees. Gross payroll expense averages \$177,923.12 per month.
3. Tax Collections: During FY 2016, Approximately 5708 accounts were billed totaling \$2,446,733.65.
5. Bank Accounts: The Town maintains one operating checking account and several money market bank accounts. The average monthly balance in the operating checking account is \$900,000. Monthly average accounts payable checks issued is 110 with total monthly disbursements ranging from \$300,000.00 to \$800,000.00.
6. Investment Accounts: The Town maintains several CD's at various financial institutions, which totaled approximately \$3,252,292.17 at June 30, 2016.

Additional information concerning cash and investments of the Town as of June 30, 2016 can be found on the Town's website at www.altavistava.gov.

ATTACHMENT B

REFERENCES

QUALIFICATIONS OF BIDDER/ OFFEROR: Bidder/offeror must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing this type of service and/or product.
_____years, _____months

Provide a list of at least three (3) similar accounts that your firm has provided similar goods and/or services to during the past twelve (12) months.

Please print or type

References for: _____

Bidders/ offerors shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

5. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting Contract award issued by the Town of Altavista, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and relief cannot be secured on the plea of error.)

General Town of Altavista RFQ/RFP Terms and Conditions:

The Offeror in this section refers to the firm, entity, or individual submitting a proposal to the Town.

Proposals shall be submitted at the place and time specified in this RFQ/RFP. Submit the proposal in an opaque, sealed envelope. Identify the envelope with project name, and the name and address of the Offeror. No responsibility will be attached to any Officer or Agent for the premature opening of a proposal not properly addressed and identified.

It is the responsibility of the Offeror to assure that the proposal is delivered to the place designated for receipt of proposals prior to the closing time set for receipt of proposal. No proposal received after the time designated shall be considered. The Officer or Agent, whose duty it is to accept the proposals, will decide when the specified time has arrived.

If any respective Offeror has questions about the specifications or other solicitation documents, the Offeror should contact the individual which is named on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Town.

The Offeror is advised that oral explanations or instructions given by Town personnel during the Request for Proposals process, or at any time prior to the award, shall be nonbinding.

Persons intending to submit a proposal are specifically cautioned that the Offeror is barred from pleading misunderstanding or deception because of estimates of quantities, character, location, or other conditions surrounding the same.

Modifications, additions or changes to the Terms and Conditions of this Request by the Offeror may be cause for rejection.

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 Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

Payment for completed approved work will be made within thirty (30) days upon receipt of the invoice.

In the case of default by the successful Offeror or failure to deliver goods/services ordered by the time specified, the Town, after due written notice, may procure them from other sources and hold the Offeror responsible for any resulting additional purchase and administrative costs.

By submitting their proposals, the 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.

By submitting their proposals, Offerors certify to the Town 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 §11-51 of the Virginia Public Procurement Act.

During the performance of any contract resulting from this RFQ/RFP, the contractor agrees as follows:

- a) The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purpose of these requirements.
- d) The Offeror shall include the above provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

By submitting their proposals, the Offerors certify that they do not and will not during the performance of any contract resulting from this RFQ/RFP employ illegal alien

workers, or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods covered by the solicitation, nor are they an agent of any person or entity that is currently debarred.

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services proposed, and the Offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Town further reserves the right to reject any proposal if the evidence submitted by, or investigations of, the Offeror fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract.

Upon award of a contract, it shall not be assignable by the Offeror, in whole or in part, without the written consent of the Town.

Changes to any contract resulting from this RFQ/RFP can be made in any of the following ways:

- a) 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.
- b) The Town may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing of shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract; or
 3. By ordering the contractor to proceed with the work and 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

contractor shall present the Town with all vouchers and records of expenses incurred and savings realized.

The Town reserves the right to reject any or all bids or proposals, in whole or in part, to make separate awards, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Town to be in its best

interest. Due consideration will be given to price, previous experience, and the ability of the Offeror to render required services. The Town also reserves the right to conduct any tests it may deem advisable and to make all evaluations.

Insurance Requirements:

- a) Indemnification - The Offeror agrees, to the fullest extent of the law, to indemnify and hold the Town harmless from and against all losses, damages, injuries, claims and demands whatsoever, regardless of the case thereof, and expenses in connection therewith, including reasonable counsel fees arising out of or incidental to the performance of the Offeror's duties and responsibilities under any agreement that results from this request for proposals. This covenant of indemnity shall continue notwithstanding any revocation or termination of any agreement that results from this request for proposals. The Offeror shall be given prompt notice of any claims, demands or causes of action, and reasonable opportunity to defend the same.
- b) Insurance - The Offeror shall secure and keep in force, at its sole cost and expense, the following insurance policies which shall be in form and content satisfactory to the Town, and shall be issued by insurance companies qualified to do business in the Commonwealth of Virginia.

Property Damage and Liability Insurance - Policy of property damage and public liability insurance which shall protect the Town and such other persons as the Town shall designate against any liability imposed by law upon the Town, the Offeror, or both. Coverage shall include damages for loss of or damages to property, or for bodily injuries, including death suffered or claimed by reason or in consequence of any act or omission of any act by an employee or agent of the Offeror. Such insurance shall be on a comprehensive General Liability form with limits of \$1,000,000 each occurrence, \$1,000,000 aggregate, and bodily injury liability to include: premises operations products, complete operations, contractual and broad form property damage.

Worker's Compensation and Other Insurance - The Offeror shall carry such Worker's Compensation Insurance and other insurance on its employees and agent performing services under this contract, as is required by the Code of Virginia.

- c) Upon award, the Offeror shall provide the Town with a certificate of insurance. Policy coverage shall be maintained during the entire term of the contract.

Cancellation of Contract:

The Town reserves the right to cancel any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Offeror. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver and/or perform on all outstanding orders prior to the date of cancellation.

Availability of Funds:

It is understood and agreed between the parties that the Town shall be bound only to the extent of the funds available, or which may become available, for the purpose of any agreement or contract that may result from this RFQ/RFP.