



County of Prince George  
FINANCE DEPARTMENT  
P.O. BOX 68  
6602 Courts Drive  
PRINCE GEORGE, Virginia 23875  
(804) 722-8710 Fax (804) 732-1966

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## Request for Proposal

**RFP # 15-0121-1**

### **Auditing Services**

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

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#### Contact Information:

Questions concerning sealed bids should be in writing addressed to:

Leigh Primmer  
Procurement Officer  
Prince George County  
Finance Department

6602 Courts Drive  
P.O. Box 68  
Prince George, VA 23875

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## **PURPOSE**

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, Prince George County Administration Building, Third Floor, until, but no later than **2:00 p.m.** local time prevailing **February 20, 2015**.

### **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit bids to establish a contract through competitive sealed bidding for the purchase of <b><u>Auditing Services</u></b> for the County of Prince George and Prince George County Schools.
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To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidder shall sign this form in the space provided on the Terms and Signature Sheet and return bid documents to: Prince George County Finance Department, Administration Building - Third Floor, 6602 Courts Drive, P.O. Box 68, Prince George, VA 23875 in a sealed envelope. **Mark outside of your envelope with Invitation for Bid No. RFP # 15-0121-1.**

**Bids, 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 bid 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 Prince George County Finance Department.

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 bid and their bids are solicited.

Quoted prices shall be F.O.B. to Prince George, Virginia, unless otherwise noted.

Unless otherwise agreed to at the time of award, payment terms are Net 30.

## **1.0 SCOPE OF WORK**

### **1.1 Prince George County and Schools Financial Audit**

**Prince George County and Prince George County Schools shall hereafter be referred to as the County.**

The successful auditing firm shall conduct audits and render reports beginning with fiscal year 2015 in accordance with generally accepted government auditing standards; Government Auditing Standards, issued by the Comptroller General of the United States; the Office Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; the Single Audit Act of 1996; and Specifications for Audit issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The audit shall include such test of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances.

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Generally accepted government auditing standards would include a review of the County's system of internal control and accounting as it relates to accountability of funds and adherence to budget and law requirements.

The successful firm will be able to provide a draft audit report to the County Administrator for review no later than November 10<sup>th</sup>, with final delivery of audit reports by November 30<sup>th</sup>. The successful firm will also be responsible for giving presentations to the County Board of Supervisors.

The auditing firm shall be able to supply (25) copies of their report to the County and to file copies of the report on behalf of the County with applicable federal and state agencies. In addition, the firm shall provide an Agreed Upon Procedures Report on the County Comparative Reporting Transmittal Forms by November 30 of each year.

The auditing firm shall be responsible for preparing, for the County, the CAFR with auditor's opinion included. Should the opinion be unqualified, the auditor shall report to the County in writing to that regard.

Should circumstances arise that require a more detailed investigation by the auditing firm, the auditor shall inform the County in writing of the need for such an additional investigation and the additional compensation required therefore.

Firm associates and staff shall remain on call throughout the life of the contract to assist County officials and staff upon request. There shall be no additional charge for routine advice directly related to the audit services. Should there be requests for specialized assistance involving central accounting, computerized systems, formation of new legal entities, budgeting, planning, personnel systems, or similar consultative services, the services of the firm are to be made available at standard billing rates.

## **1.2 Compliance Audit**

The Auditor shall conduct an audit in accordance with OMB Circular A-133, *Audits of State, Local Governments, and Non-Profit Organizations* and *Specifications for Audits of Counties, Cities and Towns*, issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The Auditor shall issue the following reports in connection with the audit: Report on Compliance and on Internal Control Over Financial Reporting; Report on Compliance With Requirements Applicable to Each Major Program and Internal Control Over Compliance; Report on Compliance with Commonwealth of Virginia Laws, Regulations, Contracts and Grants; and Schedule of Findings and Questioned Costs. In addition, the Auditor shall complete, in a timely manner, Form SF-SAC, Data Collection Form for Reporting on Audits of State, Local Governments, and Non-Profit Organizations, in accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

## **1.3 CAFR**

Certificate of Achievement for Excellence in Financial Reporting – The auditor is responsible for assisting the County in organizing and presenting additional disclosures of the County's CAFR in accordance with the requirements of the Certificate of Achievement Program of the Government Finance Officers Association (GFOA). The auditor is to review the application and responses to prior year comments prepared by County staff prior to submittal to the GFOA. The County has received this award consecutively since fiscal year 2006, up to and including fiscal year 2013.

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#### **1.4 Transmittal to APA**

The Auditor of Public Accounts (APA) requires all localities to complete Comparative Report Transmittal Forms in accordance with the provisions of the *Uniform Financial Reporting Manual*. The County will prepare the Comparative Report Transmittal Forms for submission to the Auditor. The Auditor shall conduct agreed upon procedures and issue a report on evaluating management's assertion about whether the Comparative Report Transmittal Forms comply with the requirements of the *Uniform Financial Reporting Manual*.

This process must be completed each year, prior to November 30<sup>th</sup>.

#### **1.5 Management Letter**

The Auditor shall issue a letter to the Prince George Board of Supervisors noting any material matters involving the internal control structure and other operational matters that were brought to the Auditor's attention during the performance of the financial audit. The letter should also contain recommendations for improvement.

#### **1.6 Industrial Development Authority**

The Auditor shall issue a separate opinion on the Industrial Development Authority (IDA). An audit shall be conducted of the IDA in accordance with generally accepted auditing standards. The audit shall result in the rendering of the Auditor's opinion on the financial statement prepared by the County. The Auditor's opinion shall be unqualified unless the Auditor furnishes to the IDA, on a timely basis, the reasons for qualifying the opinion. The scope of the Auditor's opinion will include the financial statements.

The Auditor shall be responsible for printing 5 copies of the financial statements. An electronic version of the audit report, in a format acceptable to the County, will also be furnished to the County.

This section is not guaranteed in the final award package. When time comes to discuss pricing with auditing firms this section will be priced out as an 'add alternative' and pricing must be listed separately.

#### **1.7 PTA Funds**

The Auditor shall audit the statement of cash receipts, disbursements and balances – cash basis of the three (3) Parent Teacher Organizations, one (1) Booster Club and one (1) Education Foundation, and the related notes to the financial statements.

The audit will include tests of documentary evidence supporting the transactions recorded in the accounts. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements.

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This section is not guaranteed in the final award package. When time comes to discuss pricing with auditing firms this section will be priced out as an ‘add alternative’ and pricing must be listed separately.

### **1.8 Crater Criminal Justice Training Academy**

The Auditor shall issue a separate opinion on the Crater Criminal Justice Training Academy financial records. An audit shall be conducted of their financial records in accordance with the Auditor of Public Account standards. The audit shall include a presentation of a detailed written report of the records as of June 30, to the local governing body at a public session by the following December 31.

An electronic version of the audit report, in a format acceptable to the County, will also be furnished to the County.

This section is not guaranteed in the final award package. When time comes to discuss pricing with auditing firms this section will be priced out as an ‘add alternative’ and pricing must be listed separately.

### **1.9 Clerk Audit**

The Auditor shall issue a separate opinion on the Circuit Court Clerk’s financial records. An audit shall be conducted of the Circuit Court Clerk’s financial records in accordance with the Auditor of Public Account standards. The audit shall include a presentation of a detailed written report of the records as of June 30, to the local governing body at a public session by the following December 31. The report shall be preserved by the clerk of the local governing body, and shall be open to public inspection at all times by any qualified voter.

An electronic version of the audit report, in a format acceptable to the County, will also be furnished to the County.

This section is not guaranteed in the final award package. When time comes to discuss pricing with auditing firms this section will be priced out as an ‘add alternative’ and pricing must be listed separately.

### **1.10 Rowanty Audit**

The Auditor shall issue a separate opinion on the Rowanty Technical School. An audit shall be conducted of Rowanty in accordance with generally accepted auditing standards. The audit shall result in the rendering of the Auditor’s opinion on the financial statement prepared by the County. The Auditor’s opinion shall be unqualified unless the Auditor furnishes to Rowanty, on a timely basis, the reasons for qualifying the opinion. The scope of the Auditor’s opinion will include the financial statements.

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The Auditor shall be responsible for printing 5 copies of the financial statements. An electronic version of the audit report, in a format acceptable to the County, will also be furnished to the County.

This section is not guaranteed in the final award package. When time comes to discuss pricing with auditing firms this section will be priced out as an 'add alternative' and pricing must be listed separately.

## **2.0 EVALUATION CRITERIA**

Offeror's will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items as set forth below:

- A. **Qualifications of the Audit Firm:** Experience gained from recent audits of Virginia local governments, grantee agencies, or other applicable entities; reputation earned with other clients and the Virginia APA for professionalism, dependability, and cooperative attitude; adequate staff to complete the audits in a timely manner; and sufficient revenues from other clients to prevent independence impairment.
- B. **Qualifications of the Audit Team:** Relevant experience of firm management personnel; relevant experience of personnel assigned to field work; other professional qualifications of audit team members; and participation in Virginia governmental accounting and auditing professional organizations.
- C. **Accurate Understanding of the Audit Requirements:** The proposal and interview demonstrate that the firm has an accurate and adequate understanding of the County's organizational structure, operating environment, auditing services requested, and required deliverables.
- D. **Soundness of Technical Approach:** The proposal and interview demonstrate that the firm will use a systematic approach to examining systems and internal controls; effective procedures, including consideration of risk and materiality, to determine the extent of audit testing and review necessary; maximum effective use of computer assisted audit techniques; a practical approach to meeting benchmarks and specific deadlines; and a realistic estimate of time required to complete the audit.

## **3.0 AUDIT SCHEDULES**

### **3.1 Schedules**

At least sixty (60) days prior to the closing date for each fiscal year audited, the auditor shall submit a proposed work schedule containing the on-site dates; auditor contacts; work to be accomplished; and the schedules/information required from County staff.

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### **3.2 Governing Body Meetings**

Conferences between the auditor and the governing body shall be scheduled by the selected auditor as required by the *Government Auditing Standards* and the *Code of Virginia*. Minimally, the auditor will present the audit reports to the County Board of Supervisors prior to their finalization.

### **3.3 County's CAFR**

The Auditor shall provide to the County forty (25) bound copies of the CAFR not later than November 30 of each year. An electronic version of the CAFR, in a format acceptable to the County, will also be furnished to the County.

### **3.4 Deadlines**

The Auditor shall insure that the application for the GFOA Certificate of Achievement and OMB data collection form can be submitted by the County to the applicable agency not later than November 30th of each year.

### **3.5 Contact**

Contact (e-mail and/or telephone) between the selected firm and the County's Director of Finance and other key staff is required throughout the year in order for the County to proactively handle new accounting procedures, changing personnel/duties, compliance, and other matters.

The principal contact for the County will be the Director of Finance.

## **4.0 STANDARD TERMS AND CONDITIONS**

### **4.1 APPLICABLE LAWS AND COURTS:**

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 the County. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **4.2 ANTI-DISCRIMINATION:**

By submitting their bids, bidders 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).

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

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor 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.

#### **4.3 ETHICS IN PUBLIC CONTRACTING:**

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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 Bidder shall identify any actual or potential conflicts of interest that exist, or which may arise if the Bidder is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each Bidder attests that her/his 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 Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Bidder, or itself, to gain any favoritism in the award of this RFP.

#### **4.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

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

#### **4.5 ANTITRUST:**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Prince George all rights, title and interest in and to all causes of action it may now have or hereafter acquire

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under the antitrust laws of the United States and the County of Prince George, relating to the particular goods or services purchased or acquired by the County of Prince George under said contract.

#### **4.6 CLARIFICATION OF TERMS:**

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Any necessary additions or corrections to this RFP will be made by addenda, and issued to all Bidders of record. Addenda become part of the RFP, and must be acknowledged by each Bidder; failure to acknowledge any addenda shall not relieve Bidders of compliance with the terms thereof. The County assumes no responsibility for oral instructions.

#### **4.7 QUALIFICATIONS OF BIDDERS:**

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

#### **4.8 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 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 or 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 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 contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or

#### **4.9 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 contractor

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responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

#### **4.10 DRUG-FREE WORKPLACE:**

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

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

#### **4.11 NONDISCRIMINATION OF CONTRACTORS:**

A bidder, offeror, or contractor 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 bidder or offeror employs ex-offenders unless the state agency, department or institution 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.

#### **4.12 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 of Prince George, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

#### **4.13 AVAILABILITY OF FUNDS:**

The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by The County of Prince George Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. 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.

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#### **4.14 PREPARATION AND SUBMISSION OF PROPOSALS:**

The County intends that a response to this Request for Proposal be concise, informative, and inexpensive for the offeror to prepare. A response must, in any event, contain the following information:

##### **4.14.1 Introduction**

The offeror is expected to introduce the firm to the County, giving a brief history of the firm, its geographic location (and that of the office carrying out the work relative to the project), a broad statement of qualifications, the firm's participation in the AICPA-sponsored quality control program (peer review), and any other information deemed desirable by the offeror.

##### **4.14.2 Performance Personnel**

Provide a listing of the team of professional personnel that will be assigned to work on the project, including a detailed resume of each person that will be assigned to the project setting forth details of individual experience, education, background, specific technical accomplishments, and any special qualifications applicable to the RFP.

##### **4.14.3 Project Team Organization**

Define the organization among the individuals stipulated as available in the preceding section. It is anticipated that this section will highlight areas of individual and combined team specialized experience and will give the County selection committee an insight into the unique qualifications of the project team proposed by the offeror so that these qualifications can be best matched to the needs of the County. Also indicate the percentages of time each senior and higher-level personnel will be on site.

##### **4.14.4 Concept or Methodology**

Describe the concept of service or methodology of performance that the offeror proposes to utilize to meet the project goals or conditions outlined in this Request for Proposal.

##### **4.14.5 References**

Listing of previous clients that may be contacted as reference, for whom similar services (authorities, landfills, and/or jointly governed entities) have been

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#### **4.15 WITHDRAWAL OR MODIFICATION OF BIDS:**

Prior to bid opening, bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on a separate document. Written modifications must be signed by the person making the modification or withdrawal.

No bid shall be altered or amended after the specified time for opening.

After the deadline fixed for bid receipt, A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid and which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid and which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed trade secret or proprietary information pursuant to Code of Virginia, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

#### **4.16 RECEIPT AND OPENING OF BIDS:**

- (a) It is the responsibility of the bidder to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered.
  - (b) Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a proposal not properly addressed and identified.
  - (c) The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.
  - (d) In the event that The County of Prince George is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published bid opening, the bid opening date will default to the next open business day at the same time.
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#### **4.17 PROPRIETARY INFORMATION:**

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, Bidder, or contractor 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 bidder, offeror, or contractor 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.

#### **4.18 BID ACCEPTANCE PERIOD:**

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

#### **4.19 TERMINATION BY OWNER FOR CONVENIENCE:**

- a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor 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 contractor as a direct result of such termination. The contractor 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, owner shall have no further obligations to the contractor of any nature.
- b. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

### **5.0 SPECIAL TERMS AND CONDITIONS**

#### **5.1 AWARD OF CONTRACT:**

##### **5.1.1 AWARD:**

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

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performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. 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 purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications 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 purchasing agency 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.

By submitting a proposal, the successful bidder agrees to enter into a contract satisfactory to the County that contains only those provisions that are acceptable to the County and are consistent with the Bid documents. A 'form' contract generated by corporate headquarters, agent, or attorney for the bidder will not be acceptable to the County.

## **5.2 RENEWAL OF CONTRACT:**

The initial term of this contract shall run for 2 years. After the initial contract period, this contract may be renewed by the County upon written agreement of both parties for 3 years at successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

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## **6.0 TERMS AND 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 is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of 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 bid and certify that I am authorizing to sign this bid for the bidder.

To receive consideration for award, this signature sheet must be returned to the Finance Department 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: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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Signature: \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Official Title: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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