



**Town of Amherst, Virginia**  
**Request for Proposal (RFP) #2018-03**  
**AUDITING SERVICES**

**Issue Date: 3/20/2018**

**Mandatory Preproposal Meeting: April 2, 2018 at 10:00 a.m.**

**Due Date: April 13, 2018 at 2:00 p.m. EST**

Point of Contact: Tracie L. Wright, Office Manager

Email: [tracie.wright@amherstva.gov](mailto:tracie.wright@amherstva.gov)

Phone: 434-946-7885

Mailing Address:  
Town of Amherst  
Tracie L. Wright  
P.O. Box 280  
Amherst, VA. 24521

Physical Location:  
Town Hall  
Tracie L. Wright  
174 S. Main Street  
Amherst, VA. 24521

**I. PURPOSE:**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a five (5) year contract with a qualified, independent certified public accounting firm with Virginia local government experience to perform financial and compliance audits for all aspects of Town operation beginning with FY18.

**II. BACKGROUND:**

The Town of Amherst is located at the base of the Blue Ridge Mountains in Amherst County. Its location is adjacent to Sweet Briar College with a land area of 4.92 square miles and approximately 2,200 residents. The Town has a five-member Town Council and a mayor. All powers of the town are vested in the Council who enacts ordinances (local legislation), adopts resolutions and budgets, determines policy, and appoints the Town Manager and Police Chief.

The Town Treasurer's office is responsible for all town utilities, local Town taxes, Town Business Licenses, Town Meals and Beverage Tax, and all other forms of Town receipts. The Treasurer's Office also handles Town accounts payables, budget and financials.

The Town also operates a Police Department, Water and Sewer Plants and a Maintenance department that is responsible for water and sewer upkeep and upkeep of Town owed property. The Town does not handle its own electricity nor does the Town own the streets or sidewalks.

The Town currently utilizes Southern Software for all aspects of its financials and billing. The Town currently does not operate according to the Uniform Financial Reporting guidelines

and is in the process of setting up an entirely new budgeting system to conform with those guidelines. This will take effect for the 2019 fiscal year.

### III. SCOPE OF SERVICES:

#### A. Auditing and Reporting Services

1. Comprehensive Annual Financial Report (CAFR) - The auditor shall express an opinion of the fair presentation of the Town's basic financial statements as presented in the CAFR in conformance with generally accepted accounting principles.

The auditor shall also perform certain procedures in regards to the required supplementary information and supporting schedules of its individual funds given the small size and limited resources of the Town's financial staff.

2. Single Audit - In addition, with the audit of the financial statements, the auditor shall examine, perform tests, and report on the Schedule of Expenditures of Federal Awards and all related reports according to OMB Circular-A133 Compliance Supplement requirements.
3. APA Transmittal Forms - The Auditor of Public Accounts requires most local governments to complete Comparative Report Transmittal Forms in accordance with the provisions of the Uniform Financial Reporting Manual. The Auditor shall prepare the required forms, perform the agreed upon procedures specified in the Uniform Financial Reporting Manual, and submit the forms to the Auditor of Public Accounts by November 30 following the end of the fiscal year.
4. GASB/FASB Pronouncements - The auditor shall keep the Town fully informed of new Governmental Accounting Standards Board (GASB) pronouncements and any applicable Financial Accounting Standards Board (FASB) pronouncements. If the Town encounters any difficulties in implementing and complying with the specific reporting requirements mandated by the GASB, the Town may request the auditor's assistance to enable it to comply with those reporting requirements.
5. Public Presentation of Audit - The auditor shall present a summary report to the Town Council during the Town's December meeting, which is the second Wednesday of the month at 7:00 p.m.
6. Other Requirements – The auditor shall provide assistance with the following items:
  - a. Reconciliation of beginning fund balances against prior year audited financial statements; propose adjustments as necessary.
  - b. Reconciliation of federal and state funding against trial balances per the Auditor of Public Accounts reports; propose adjustments as necessary.
  - c. Review of accounts payable accruals and payroll accruals to determine completeness.
  - d. Assistance to staff with the recording of the addition and disposal of assets to the depreciation system as need.
  - e. Preparation of journal entries, as necessary, related to debt service.
  - f. Preparation of other entries, as necessary, to various funds so that fund basis financial statements will be ready for audit.
  - g. Assistance to staff regarding any transactions that may not have been recorded properly; propose adjustments as needed.

- B. **Auditing Standards To Be Followed** - The Auditor shall audit all funds of the Town in accordance with the auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards 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 of the Auditor of Public Accounts, Commonwealth of Virginia.

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 Specifications for Audits of Counties, Cities, and Towns.

- C. **Working Paper Retention and Access to Working Papers** - All working papers and reports must be retained, at the auditor's expense, for a minimum of five years, unless the firm is notified in writing by the Town of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:
1. State Audit Agencies
  2. U.S. General Accountability Office (GAO)
  3. Parties designated by the federal or state governments or by the Town as part of an audit quality review process.
  4. Auditors of entities of which the Town is a sub-recipient of grant funds.
  5. The firm shall also respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.
- D. **Contact Persons/Location of Offices** - After contract awards, the auditor's principal contact with the Town will be Tracie Wright, Town Treasurer, who will coordinate the assistance to be provided by the Town to the auditor. Tracie can be notified by writing at P.O. Box 280, Amherst, VA. 24521, or by telephone at (434)946-7885 and by Fax at (434) 946-7885 or by email at [tracie.wright@amherstva.gov](mailto:tracie.wright@amherstva.gov).
- E. **Town's Time Requirements** – The Comprehensive Annual Financial Report together with transmittal forms is due to the Auditor of Public Accounts, Commonwealth of Virginia, no later than November 30 of each year. Currently the Town is not mandated to submit these reports, however, it is the desire of the Town to submit reports to the APA just as any other local government. Therefore, the Town would like the following deadlines met:
1. The auditor must schedule and attend an entrance conference with the Town no later than June 30, 2018. An entrance conference will not be held for subsequent years of the agreement unless specifically request by the Town or the auditor.
  2. Upon request, the auditor shall be available to meet or talk with the Town Treasurer or Town Manager.
  3. The auditor shall provide the Town with both a calendar of the scheduled work and a list of required prepared-by-client schedules, system generated reports, and letters necessary for both interim work and final test work no later than May 31<sup>st</sup> or each calendar year.
  4. The auditor shall complete all fieldwork no later than October 31.
  5. The auditor shall provide the Town with a draft CAFR by November

- 10, final review comments by November 20, and issue their Auditors' opinions by November 30.
6. The auditor shall provide APA Transmittal Reports and Letter by November 30.
7. The auditor shall present the CAFR, including the Independent Auditor's Report to the Town Council during the regular December meeting each year.
8. The auditor shall provide 10 bound copies of the audit and an electronic copy by December 31<sup>st</sup> of each year.

**F. Assistance To Be Provided To The Auditor And Report Preparation**

1. Treasurer's Department - The Treasurer's Department has the responsibility for maintaining the general accounts of the Town and is the central oversight and coordinating department for the town wide audit of financial statements. The Treasurer's Department will provide the support necessary for the completion of a successful audit and will complete all the prepared-by-client work papers for the auditor prior to the start of fieldwork.
2. Town Departments - All Town departments will assist the auditor by assembling and making available information pertinent to the examination and providing knowledgeable personnel to meet with the auditor to explain departmental operations.
3. Office Accommodations -The Town will provide the auditor with reasonable office accommodations. The auditor will also be provided with access to the internet, telephone lines, photocopying facilities, and FAX machines. All work conducted on the Town's premises shall be accomplished between the Town's standard office hours of 9:00 a.m. and 5:00 p.m., Mondays through Fridays, unless otherwise prearranged.

**IV. PROPOSAL SUBMISSION:**

**A. General Instructions:**

1. Each offeror must submit one original hard copy, 3 copies and one electronic copy on USB flash drive.
2. Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, telephone, fax or email will not be accepted.
3. Proposals shall be signed by an authorized representative of the offeror. 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.
4. 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.
5. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered.

6. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.
7. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. 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 issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

**B. Requirements:**

Proposals should be as thorough and detailed as possible so that the Town can properly evaluate your capabilities to provide the required services. Offers are required to submit the following items as a complete proposal.

1. Independence - The offeror shall provide an affirmative statement that it is independent of the Town as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards and the Ethics Rules of the AICPA.
2. License to Practice in Virginia - An affirmative statement shall be included that the offeror and all assigned key professional staff are properly licensed to practice as certified public accountants in the Commonwealth of Virginia. Also, an affirmation that the offeror meets any and all other specific qualification requirements imposed by state or local law should be provided.
3. Commit to Provide Continuity of Assigned Staff - Please indicate what amount of assurance the offeror can give to the Town that the principal supervisory and management staff will continue for the full duration of the engagement.
4. A Written Narrative State – A statement of the offeror's understanding of the work to be performed and their experience in providing the services described herein and experience in providing similar services to a municipality.  
Audit approach and work plan.
5. All attached documents – All attachments to this RFP must be completed and submitted with proposal.
6. Profile and Experience of Offeror –
  - a. Resumes identifying the type of professional personnel that will be employed to perform the contract. Resumes should describe the experience, education, background, specific technical accomplishments, and any special qualifications applicable to contract performance. Also indicate the percentages of time each senior and higher-level personnel will be on site.
  - b. The size of the offeror's governmental staff.
  - c. A description of the offeror.

7. Cost – Contract estimate is not to be submitted with the proposal, however, after review of the RFP's, if you are contacted, a "non-binding" cost estimate will be considered.

**C. DEADLINE:** All proposals are due by April 13, 2018 at 2:00 p.m. to Tracie L. Wright at the Town Hall building. If submitting proposals by mail please mail to;

Town Hall  
ATTN: Tracie L. Wright  
P.O. Box 280  
Amherst, VA. 24521

If sending by carrier the physical location is;  
Town Hall  
174 Main St.  
Amherst, VA. 24521

It is the responsibility of the offeror to have all proposals in by the deadline. Any delay in mail timing must be considered when sending in proposals. Any proposals submitted past 2:00 p.m. on the due date will be marked late and will not be opened or considered.

**V. CONTRACT TERMS:**

The initial term of the contract will be for a five (5) year period. At the Town's option, the contract may be renewed for an additional two (2) years upon written agreement by both parties.

**VI. EVALUATION AND AWARD CRITERIA:**

Selection shall be made to the offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price when requested. The evaluation criteria will include:

- A. Qualifications and government experience of the offeror.
- B. Qualifications and government experience of the assigned staff.
- C. Audit approach and work plan.
- D. Ability to complete all services required under this RFP by the required deadlines.
- E. Commitment to provide continuity of audit staff.

The Town 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, § 2.2-4359D).

**VII. PRE-PROPOSAL CONFERENCE:**

A mandatory preproposal conference will be held on April 2, 2018 at 10:00 A.M. at the Amherst Town Hall, located at 174 S. Main Street, Amherst, VA. 24521.

The Town of Amherst falls under the 3,500 in population requirement to follow local government guidelines. Therefore, this meeting is mandatory to clarify with prospective offerors how the Town finances currently operate and our attempt to switch over to the Uniform Financial Reporting guidelines. This meeting will be a prerequisite to submitting a proposal.

**VIII. GENERAL TERMS AND CONDITIONS:**

- A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the

circuit courts of the Commonwealth. The agency and the contractor 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). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- B. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth 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 contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Town may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
  - f. 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.

- C. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposal 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.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- F. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- G. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror 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.
- H. **PAYMENT:**
1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) 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, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.



- 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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
  - e. **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, contractors 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Town shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351,.. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
- I. To Subcontractors:
- 1. Within seven (7) days of the contractor's receipt of payment from the Town, a contractor awarded a contract under this solicitation is hereby obligated:
    - a. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - b. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - 2. The contractor 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 contractor that remain unpaid seven (7) days following receipt of payment from the Town, 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 contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town.
- J. **PRECEDENCE OF TERMS:** General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- K. **QUALIFICATIONS OF OFFERORS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods 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, such offeror fails to satisfy the Town that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- L. **TESTING AND INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- M. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

- N. **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 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 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:
    3. By mutual agreement between the parties in writing; or
    4. 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
- O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Town may have.
- P. **TAXES:** Sales to the Town of Amherst are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.
- Q. **INSURANCE:** At all times during the term of this agreement and all renewals thereof, the Auditor shall maintain:
1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth 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 and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

- R. **AVAILABILITY OF FUNDS:** Agreements are made subject to the appropriation of funds by the Town of Amherst Council and are null and void in the event of non-appropriation by the Town Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the Town.
- S. **SELECTION PROCESS/AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive offerors.
- T. **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.

- U. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- V. **NONDISCRIMINATION OF CONTRACTORS:** An offeror 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.
- IX. **SPECIAL TERMS AND CONDITIONS:**
- A. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and

exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement

**B. CONTINUITY OF SERVICES:**

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- (a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- (b) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- (c) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**C. PROPOSAL ACCEPTANCE PERIOD:** Any proposal resulting from this solicitation shall be valid for (90) days. At the end of the (90) days the proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**D. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**E. RENEWAL OF CONTRACT:** This contract will run for one year and then may be renewed by the County upon written agreement of both parties for three, three year renewals, under the terms and conditions of the current contract. Approximately 90 days prior to each renewal period, the awarded vendor and the County will meet to discuss the performance of the contract and ensure that all new technologies and services in the banking industry that may benefit the County are being taken advantage of.

**F. CERTIFICATION OF INTERNAL CONTROLS:** The contractor shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on of Town of Amherst interests,

the conduct of agency programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.

1. The contractor shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the contractor's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractor must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
2. If deficiencies in the contractor's internal control processes and procedures are described in the most recent version of the report, the contractor shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Town to make a determination of breach of contract.
3. The contractor's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the contractor certifies the destruction of the sensitive data at the end of the contract term.

## **ATTACHMENT A**

## VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

eVA Vendor ID or DUNS Number: \_\_\_\_\_

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B**

**State Corporation Commission Form**

**Virginia State Corporation Commission (SCC) registration information. The offeror:**

is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ -

**OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

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

Name: \_\_\_\_\_  
(Print)

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

Name of Firm: \_\_\_\_\_

**ATTACHMENT C:**

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

Name of Firm/Offeror: \_\_\_\_\_

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2- 4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

<b>SECTION/TITLE</b>	<b>PAGE NUMBER(S)</b>	<b>REASON(S) FOR WITHHOLDING FROM DISCLOSURE</b>

Check here if there are none. \_\_\_\_\_