



Town of Amherst, Virginia
Request for Proposal (RFP) #2024-06
Town Attorney
Issue Date: 6/19/2024
Due Date: July 3, 2024 at 2:00 p.m. EST

Point of Contact: Tracie Morgan, Deputy Town Manager
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Mailing Address:
Town of Amherst
Tracie Morgan
P.O. Box 280
Amherst, VA. 24521

Physical Location:
Town Hall
Tracie Morgan
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 Firm or individual in providing legal services as the Town Attorney. The Town intends to consider Firms or individuals who possess the professional and administrative capabilities to provide the scope of services detailed in this document beginning August 1, 2024.

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 owned property. The Town does not handle its own electricity nor does the Town own the streets or sidewalks.

III. SCOPE OF SERVICES:

A. **Legal Services** – The Town is seeking a firm or individual on a part-time, as needed basis to address issues facing the Town and its departments. The Town Attorney works at the direction and under the general oversight of the Amherst Town Council. In addition to providing legal representation for the Town Council, Staff and Committees, the Town Attorney shall perform the following functions as needed:

1. Attendance at all regular meetings of the Amherst Town Council. The Town Council meets on the second Wednesday of each month at 7:00 PM unless otherwise scheduled at the beginning of the calendar year. Town Attorney may also be requested to attend other special meetings to include Planning Commission or Committee meetings.
2. Perform legal research, fieldwork, and other work and communicate the results to the appropriate person.
3. Negotiates, reviews and prepares contracts, agreements and conveyances, such as service agreements, lease agreements, franchise agreements, easements, purchase contract and other legal documents on behalf of the Town.
4. Reviews, analyzes, drafts and revises ordinances, policies, manuals and other memoranda for the Town and its various departments to ensure they are coherent, enforceable and consistent with State and Federal laws. Advises Council, the Town Manager and Town departments when revisions and changes need to be made.
5. Researches, interprets and applies law, court decision and other legal authority in the preparation of opinions and briefs: prepares formal legal opinions upon request of the Council and the Town Manager.
6. Analyzes legislation including proposed State and Federal legislation affecting the Town.
7. Engages in litigation related matters including drafting, discovery, court attendance, mediation, investigation, hearings and trials and similar activities.
8. Prepares for and attends the Council's meetings and other meetings as requested.
9. Supervises acquisition of real property interests for the Town to include title review, communications, negotiations and litigation.
10. Provide legal counsel to staff on human resource and personnel related matters.
11. Performs other duties as may be required by the Town Council.

B. **Background, Knowledge, Skills** – The Town Attorney shall possess the following:

1. Thorough knowledge of the Code of Virginia, legal precedents, court cases and administrative regulations pertaining to, but not limited to land use, taxation, contracts, utilities, real estate, public sector employment law, civil litigation constitutional law, and related regulatory laws pertaining to local government within the Commonwealth of Virginia.
2. Ability to manage conflict in a professional, diplomatic and courteous manner.
3. Ability to provide informed interpretation of the Code of Virginia as it pertains to local units of government within the Commonwealth.
4. Exceptional written and oral communication.
5. Exceptional problem-solving skills and commitment to creative solutions.
6. A good understanding of the Town of Amherst, VA.

C. **Qualifications** – The individual appointed either as sole practitioner or a member of a firm shall possess considerable experience as a practicing attorney in the Commonwealth of Virginia within the field of municipal law. The candidate shall be a member of good standing of the Virginia

State Bar. If a law firm is submitting a proposal, and more than one attorney will be working on County issues, the proposal should identify the lead attorney, and what role any other attorneys in the firm may take. All attorneys shall meet the qualifications.

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 Town pursuant to the RFP shall belong exclusively to the Town 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.

B. PROPOSAL REQUIREMENTS:

The proposer shall include the following information in the packet:

1. Name, education, years of experience, breadth of experience of the individual, and, if applicable, the firm. If a firm, the attorney who will be the lead attorney and any other attorneys who may work on Town business.
2. Demonstrated areas of practice which illustrate the candidate or firm's ability to provide services in the areas identified in the knowledge, skills, and abilities section, the qualifications section, and the services and needs section.
3. Demonstrated responsiveness and work product quality (e.g. approximately how long does it take to perform certain duties such as callback, research, legal document creation, etc. and give any examples of work product quality – presentations, legal documents, creative solutions, etc.).
4. Describe litigation experience involving the representation of municipalities or political divisions of the Commonwealth of Virginia within local, state, and federal courts.

5. The location and normal operating hours of the proposer's office.
6. A minimum of three (3) references in which similar legal contracts or services have been provided within the past five years.
7. The proposed method of billing (e.g. hourly, retainer, task oriented).
8. A listing of any potential conflicts the individual or firm may have with other clients, now or in the future, and if there are any, how they intend to deal with them.

C. DEADLINE:

All proposals are due by July 3, 2024 at 2:00 p.m. to Tracie L. Morgan at the Town Hall building. If submitting proposals by mail please mail to;

Town Hall
ATTN: Tracie L. Morgan
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:

This Request for Proposal will be reviewed as Competitive Negotiation. Therefore, there are no specific terms at this time. Contract terms, hours of work, billing rates, etc. will be discussed once the RFP's have been reviewed and the most qualified candidate is contacted for an interview.

VI. EVALUATION AND AWARD CRITERIA:

The Town of Amherst intends to award the contract to the firm deemed most qualified and responsive to the requirements of the project. The consultant selected will also be required to demonstrate its ability to provide services required effectively with complete impartiality and without any conflict of interest. The selection of a consultant shall be based on qualifications submitted in written form as well as personal interviews. Criteria for selection shall include the following:

1. Expertise, experience, and qualifications of firm for providing the services described in the Scope of Work.
2. Experience and qualifications of the primary personnel who will be assigned to this engagement.
3. Geographic location of the firm's office where work will be performed in relation to the project location(s).
4. Stability of staff to be assigned to the project.
5. Size of the firm relative to the size of the workload.
6. Availability of in-house resources determined necessary to facilitate legal services.
7. Overall cost-benefit proposition presented. Generally, the selection committee will consider the firm's overall suitability to provide the required services within the timeframe, budget and operational constraints, and it will consider the comments and/or recommendations of the firm's previous clients, as well as other references.

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. 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 offeror 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 offeror shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **ANTI-DISCRIMINATION:** 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 § 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 offeror agrees as follows:
 1. The offeror 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 offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.
 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 4. The requirements of these provisions 1. and 2. are a material part of the contract. If the Offeror 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.

5. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the offeror, 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.
 6. The offeror 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 subofferor 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 subofferor 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:** By entering into a written contract with the Town of Amherst, the Offeror certifies that the Offeror does not, and shall not during the performance of the contract, 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 offeror 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 employee 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 requestor.
- H. **PAYMENT:**
1. Invoices for services shall be submitted by the offeror directly to the payment address shown on the contract.
 2. 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.

3. All services provided under this contract, that are to be paid for with public funds, shall be billed by the offeror at the contract price.
 4. 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.
- I. **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.
 - J. **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.
 - K. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the offeror in whole or in part without the written consent of the Town.
 - L. **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 offeror. 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 offeror shall comply with the notice upon receipt. The offeror 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 offeror accounts for the number of units of work performed, subject to the County's right to audit the offeror's records and/or to determine the correct number of units independently; or
 - M. **DEFAULT:** In case of failure to deliver 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 offeror responsible for any resulting additional administrative costs. This remedy shall be in addition to any other remedies, which the Town may have.
 - N. **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. Offerors 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.
 3. General Liability - Policy of public liability insurance which shall protect the County and such other persons as the County shall designate against any liability imposed by law upon the County, the Firm, 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 inconsequence of any act or omission of any act by an employee or agent of the Firm. Such insurance shall be on a comprehensive General Liability form with limits of \$1,000,000 each occurrence, complete operations, contractual and broad form property damage
 4. Other - Firm shall maintain in effect throughout the entire term of the agreement and any extensions thereof, personal injury liability insurance covering occurrences resulting from performance by the firm of firm's obligations set forth in the agreement in the minimum amount of one million dollars (\$1,000,000) for injury or death to any one person and one million dollars (\$1,000,000) for injury or death of any number of persons in one occurrence and property damage liability insurance in the amount of one million dollars (\$1,000,000). County shall be named as an additional or joint insured on all such policies. Additionally, firm shall maintain professional liability insurance in the minimum amount of one million dollars (\$1,000,000). Firm shall maintain worker's compensation insurance in the minimum required by the laws of the Commonwealth of Virginia. A certificate of insurance shall be furnished by the firm to the County prior to the commencing work on the project
- O. **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.
- P. **DRUG-FREE WORKPLACE:** During the performance of this contract, the offeror agrees to (i) provide a drug-free workplace for the offeror'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 offeror'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 offeror that the offeror 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 subofferor 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 offeror, 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.

- Q. **NONDISCRIMINATION OF OFFERORS:** 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.

VIII. **SPECIAL TERMS AND CONDITIONS:**

- A. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The offeror 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. Offerors 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. Offerors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Offerors and their employees working on this project may be required to sign a confidentiality statement
- B. **CONTINUITY OF SERVICES:**
1. The Offeror 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 offeror, may continue them. The Offeror 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 Offeror to its successor.
 2. The Offeror 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.
 3. The Offeror 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. **AWARD:** The Commonwealth shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and

performance data or staff expertise 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. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. Should the Commonwealth 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.

- D. **RENEWAL OF CONTRACT:** This contract may be renewed by the Town under the terms and conditions of the original contract except as stated below. Price increases may be negotiated only at the time of renewal. Written notice of the Town's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If during any subsequent renewal periods, the Town elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the legal services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- E. **CERTIFICATION OF INTERNAL CONTROLS:** The offeror 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. If deficiencies in the offeror's internal control processes and procedures are described in the most recent version of the report, the offeror 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 offeror 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.
 2. The offeror's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the offeror certifies the destruction of the sensitive data at the end of the contract term.