COUNTY OF PRINCE EDWARD, VIRGINIA

Request for Proposals

For

Audit Services

Issue Date: March 20, 2009

Due Date and Time: April 17, 2009 at 2:00 p.m.

Send Proposals To: County of Prince Edward, Virginia
Attn: W.W. Bartlett, County Administrator
Post Office Box 382
111 South Street, 3rd Floor
Farmville, Virginia 23901

All inquiries: W.W. Bartlett, County Administrator
TEL: 434-392-8837
FAX: 434-392-6683
e-mail: wbartlett@co.prince-edward.va.us
COUNTY OF PRINCE EDWARD, VIRGINIA

REQUEST FOR PROPOSALS

Audit Services

The County of Prince Edward, Virginia will accept proposals until Friday, April 17, 2009 at 2:00 p.m., from qualified firms to provide auditing services as may be required for Fiscal Years ending June 30, 2009 though June 30, 2011.

Submittals, with one (1) original and four (4) copies, clearly marked “Proposal for Audit Services” may be delivered or mailed to arrive by the specified closing time to:

County of Prince Edward
ATTN: W.W. Bartlett, County Administrator
Post Office Box 382
111 South Street, 3rd Floor
Farmville, Virginia  23901

Proposals by telephone, facsimile or e-mail will not be accepted. Any proposal received after 2:00 p.m. on the date specified hereinabove, whether by mail or otherwise, will be returned unopened. Please note that overnight courier services may not guarantee delivery to the County of Prince Edward by 2:00 p.m. and plan accordingly.

Nothing contained herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are hereby invited and encouraged to submit proposals.

Proposals should be a complete and effective response to the solicitation without unnecessary elaboration. The County prefers to receive proposals that communicate the offeror’s response without extraneous artwork, expensive materials, and specialized binding. Offerors are asked to provide no more than one copy of information (corporate brochures, etc.) that is not specifically requested by the solicitation.

Selection will be by competitive negotiation, as defined in the Virginia Public Procurement Act. The County of Prince Edward reserves the right to reject any or all proposals submitted.

A complete copy of the Request for Proposal is available from the County’s website at www.co.prince-edward.va.us or may be requested by contacting the Prince Edward County Administrator’s Office at 434-392-8837.
1.0 PURPOSE

The intent of this Request for Proposal and resulting contract is to obtain proposals from qualified independent certified public accountants or firms to provide auditing services for Prince Edward County for the fiscal years ending June 30, 2009 through June 30, 2011. Respondents to this Request for Proposal should have extensive experience, a knowledgeable background, and qualifications in the following areas:

- Generally accepted government auditing standards in the United States, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.

- The Commonwealth of Virginia Auditor of Public Accounts’ *Specifications for Audits of Counties, Cities and Towns*.

- Any other applicable standards.

The Auditor or firm must represent the following:

- That the Auditor and/or firm is independent as that term is defined in the American Institute of Certified Public Accountants (AICPA) Code of Professional Conduct;

- That the Auditor and/or firm is licensed by the Commonwealth of Virginia to perform the audits;

- That adequate supervision will be provided on a day-to-day basis and that the resulting work papers shall be adequate and shall be available for review by auditors of the Federal, State and local government;

- That all working papers and reports will be retained, at the auditor’s expense, in compliance with the Code of Virginia, unless the firm is notified in writing by Prince Edward County of the need to extend the retention period; and

- That individuals who will be responsible for planning, directing and reporting on the audit and who will be spending a substantial portion of the hours expended for the audit shall complete on an annual basis continuing professional education programs in government accounting, auditing, financial reporting, and related subjects.
2.0 **COMPETITIVE NEGOTIATION**

This Request for Proposal is part of a competitive procurement process which helps to serve the County’s best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of “competitive sealed bidding.” Price is not required to be the determinative factor, although it may be, and the County may negotiate with one or more firms to arrive at a mutually agreeable relationship.

3.0 **SCOPE OF SERVICES**

The Contractor shall perform and carry out the following services in a competent, prompt, and professional manner:

3.1 The auditor shall examine the balance sheets, statements of revenue, expenditures and fund balances of all funds and account groups of the Governmental Unit for the following periods:

- Beginning July 1, 2008 and ending June 30, 2009
- Beginning July 1, 2009 and ending June 30, 2010
- Beginning July 1, 2010 and ending June 30, 2011

3.2 The auditor shall conduct his examination and render his report in accordance with generally accepted government auditing standards as defined by *Governmental Auditing Standards* issued by the Comptroller General of the United States, and the specifications of the Auditor of Public Accounts, Commonwealth of Virginia. The examination shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances.

3.3 The Auditor will adhere to generally accepted government auditing standards including a review of the Governmental Unit’s system of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto that the Auditor will make a written report, which shall be a part of the written report of audit, to the Governing Body setting forth his findings, together with his recommendations for improvement. The Auditor shall file three (3) copies of said report with the Auditor of Public Accounts, Commonwealth of Virginia for approval. Additionally, the Auditor will provide to all state and federal agencies the audit-related reports/certifications required by such (i.e. landfill financial assurance).

3.4 The Auditor shall, after completing his examination, submit to the governing body a written report of audit. This report will include, at least, all of the financial statements and notes thereto prepared in accordance with generally accepted accounting principals, supplementary information requested by the client or required for full disclosure under the law and the auditor's opinion on the material presented. For each of the years the Auditor shall furnish forty (40) copies of the report on audit to the governing body by December 5 after the close of the accounting period.
4.0 CONTRACT DESCRIPTION/REQUIREMENTS

4.1 TERM OF CONTRACT: Any resulting contract shall become effective upon endorsement and shall be in effect for a period of three (3) years.

4.2 The parties agree that this agreement does not limit the County’s right to independently contract with an independent certified public accountant to perform other audit or accounting services.

4.3 Time of Performance: The services to be performed by the Contractor shall be undertaken and completed in such a sequence as to assure their expeditions completion by December 5 after the close of each fiscal year accounting period.

4.4 Additional Services: The County reserves the right to negotiate additional or related services, if in the sole opinion of the County, additional or related services are determined to be needed. The amount of maximum payment for such additional services shall be separately negotiated by the County.

4.5 Contract Development: The County expects the successful offeror to develop a contract to be entered into by both parties. The contract shall be approved by the County Attorney. Failure of the vendor to sign the contract will result in rejection of the proposal.

GENERAL TERMS AND CONDITIONS

5.0 SUBMISSION OF PROPOSALS

5.1. One (1) original and four (4) copies of the proposal are to be returned in a sealed package marked “RFP AUDITING SERVICES.” Proposals will be accepted no later than 2:00 p.m., Friday, April 17, 2009.

5.2. Sealed proposals should be mailed to the Office of the County Administrator, County of Prince Edward, P.O. Box 382, 111 South Street, 3rd Floor, Farmville, Virginia 23901. Hand delivered proposals will be accepted at the Office of the County Administrator, Prince Edward County Courthouse, 111 South Street, 3rd Floor, Farmville, Virginia 23901. Telephone: 434-392-8837.

5.3. Proposals must arrive at the above address on or before the date and time specified. Offerors mailing proposals should allow normal delivery time to ensure timely receipt of the proposal. Late proposals will not be accepted and will be returned to the offeror.

5.4. The proposal shall be signed by an authorized representative of the firm.

5.5. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors must submit a complete, detailed response to this Request for Proposal.

5.6. Submitted proposals will constitute an offer by the firm, which shall be valid for a minimum of 90 days following commencement of offeror discussions. Proposals may be modified or withdrawn only upon written request from the offeror prior to the official deadline for receipt of proposals.
6.0 INQUIRIES/CLARIFICATION OF TERMS

It is the responsibility of each prospective offeror to inquire about and clarify any requirement of the Request for Proposal that is not understood. If any prospective offeror has questions regarding any of the solicitation documents, the prospective offeror should contact the following no later than eight (8) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the County Administrator.

Questions concerning the Scope of Services and/or the RFP may be referred to:

W.W. Bartlett, County Administrator
County of Prince Edward
P.O. Box 382
Farmville, Virginia 23901
(434) 392-8837
wbartlett@co.prince-edward.va.us

7.0 REQUIRED PROPOSAL CONTENT

7.1 Offerors are to submit written proposals that present the offeror’s qualifications and understanding of the work to be performed. The offeror’s proposal should provide all information that it considers pertinent to the qualifications, responsibilities, and evaluation criteria described herein. The offeror may submit other information which it feels the County should consider in evaluating the offeror’s proposal.

7.2 Offerors are required to submit the following items as a complete proposal and should be submitted in the order shown. Failure by an offeror to include all listed items may result in the rejection of its proposal.

7.2.1 Cover letter. Proposals must be dated and signed by a duly authorized officer of the company.

7.2.2 General background and qualifications of the firm, available resources, range of services offered, and the number and size of similar contracts currently in force.

7.2.3 Specific experience and qualifications of the firm to perform the services listed herein. This is to include offeror’s experience providing auditing services to governmental entities similar to Prince Edward County in size and structure, and the location of the office that will administer to this project.

7.2.4 Detailed plan of approach and methodology to provide the services listed herein. This should include a timeline indicating all meetings, milestones, and County supplied assistance.

7.2.5 Resumes of only those staff that would most likely be assigned to the County.

7.2.6 At least four (4) references of previous customers in Virginia during the past five years for all work of similar size and scope. Information provided for each client shall include the following:

- Client name, contact reference name, address and current telephone number
- Description of the services provided
- Time period of the project or contract
7.2.7 A copy of the RFP and addenda issued, if any.

7.2.8 Other relevant information, qualifications, certifications, etc. the Offeror feels the County should consider in evaluating their proposal.

7.2.9 All specific items or data requested in this RFP.

8.0 EVALUATION CRITERIA

The County will evaluate all proposals received for the purpose of selecting a firm. The following factors will be considered in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or potential negotiations:

a. Qualifications of the firm, available resources to provide the proposed services, and number and size of similar contracts currently in force.
b. The firm’s experience with providing the proposed services to governmental entities similar to Prince Edward County in size and structure.
c. Experience of the staff to be assigned to the County.
d. The offeror’s understanding of the services to be provided and their approach/methodology to provide the requested services.
e. Quality and relevance of at least four (4) references on similar types of projects.

Individual criteria will be assigned varying weights at the County’s discretion to reflect relative importance. Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in this RFP, shall be utilized in the final award decision, the judgment of the County being final and conclusive in such evaluations. References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed offerors are contacted. The County reserves the right to contact references other than, and/or in addition to those furnished by an offeror.

9.0 SELECTION PROCEDURES

Following the preliminary evaluation and ranking of all proposals based on the initial responses, Prince Edward County shall engage in individual discussions with two or more of the top-ranked firms. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the project. These discussions may encompass “nonbinding estimates” of price for services.

At the conclusion of discussions, on the basis of evaluation factors listed in the request and all information developed in the selection process to this point, the evaluation committee shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Final negotiations for a binding estimate of cost will begin with the top ranked firm. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until 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.
10.0 **AWARD OF CONTRACT**

The contract award shall be the sole discretion of the Prince Edward County Board of Supervisors based on the recommendation of the Evaluation Committee and based upon the evaluation of all the information received from the evaluation panel. The County reserves the right to reject any and all proposals in whole or in part and to waive any informality or technical defects if, in its sole judgment, the best interests of the County will be served. Should a contract be awarded and the selected firm performs satisfactorily, Prince Edward County retains the right to negotiate with that firm for additional services as related to this project.

11.0 **PUBLIC INSPECTION OF PROPOSALS**

All submitted proposals become the property of Prince Edward County and will become available for public review. 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 identify, prior to or upon submission, the data or materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror.

12.0 **MODIFICATION AND WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn upon written request transmitted to the Prince Edward County Administrator any time prior to the designated due date and time for receipt of proposals.

13.0 **INCURRING COSTS**

Prince Edward County will not be liable for any expense incurred by a prospective vendor in preparing and submitting a proposal. The County will not incur any incidental costs associated with the successful installation of the specified system or staff training, unless specifically agreed to in writing. Travel expenses will be the responsibility of the vendor.

14.0 **AVAILABILITY OF FUNDS**

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

15.0 **INSURANCE**

A. By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded.

1. Automobile Liability Insurance: $1,000,000 combined single limit
2. Worker’s Compensation Insurance at statutory limits as required under the Virginia Worker’s Compensation Act.
3. General Liability Insurance: $1,000,000 occurrence limit, $2,000,000 general aggregate
4. Professional Liability Insurance: $1,000,000 occurrence limit, $2,000,000 general aggregate

B. Prior to the contract award, the successful firm shall provide Prince Edward County a certificate of insurance indicating the insurance coverages outlined in A. The insurance company needs to be identified for each coverage. The certificates are to be signed by a person authorized by the insurance company to bind coverage on its behalf. Prince Edward County is to be named as an additional insured for automobile and liability coverages.

C. All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia.
D. The insurer shall provide 30-days written notice to Prince Edward County before any cancellation or non-renewal of insurance coverage.

16.0 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officers, boards, commissions, agents and employees against any and all claims, demands, and causes of action, suits, proceedings, damages, cost or liabilities (including costs or liabilities of the County with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to persons or property, regardless of the merit of any of the same, including any attorney fees, account fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance or non-performance of the contract by Contractor and for which Contractor would otherwise be responsible unless resulting from the negligence of the County or its officer, boards, commissions, agents or employees.

17.0 MODIFICATIONS

Any term or provision submitted as part of your response that in any way attempts to change or modify the term of these contract documents shall be ineffectual, null and void. In addition, Prince Edward County may declare a response that attempts to do so unresponsive and disqualified, in its sole discretion.

18.0 ASSIGNMENT OF CONTRACT

The contractor shall not assign the contract or any part thereof without the prior written consent of Prince Edward County.

19.0 TERMINATION OF CONTRACT

Should the contractor fail to perform the work to the satisfaction of the County, in its sole discretion, the County has the right to terminate the contract immediately. In the event of termination pursuant to this paragraph, the contractor shall be paid for all services provided through the date of termination less any fines, remedial costs, or other fees that may be withheld.

20.0 VENUE

Any contract resulting from this RFP shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation arising from a resulting contract shall be proper only in Prince Edward County General District Court or Prince Edward County Circuit Court.

21.0 CLAIMS

Contractual claims must be submitted to the Prince Edward County Board of Supervisors in writing no later than ten (10) days after the time of occurrence or beginning of the contract upon which the claim is based. The Board will consider all facts provided to it in a format set by the Board and render a decision within sixty (60) days of receipt of claim. Failure to act by the Board shall operate to relieve the contractor from this claim procedure and allow the contractor to file suit for relief.
22.0 EMPLOYMENT DISCRIMINATION

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 occupation qualification reasonably necessary to the normal operations 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 contractor will include the provisions of the foregoing paragraphs 1, 2, and 3, in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

23.0 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 or 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.

24.0 NONDISCRIMINATION STATEMENT

In accordance with the Code of Virginia §2.2-4310 and §2.2-4343, this public body does not discriminate against faith based organizations or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

25.0 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the County Administrator of such error in writing and request modification or clarification of the document. The County Administrator will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

26.0 AUTHORIZATION

This request for proposals was authorized by the Prince Edward County Board of Supervisors on March 10, 2009. Responses to this request will be appreciated.