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January 15, 2010

REQUEST FOR PROPOSALS

PROPOSAL #212102

Sealed Proposals (**Proposal #212102**) for Professional Audit Services to be provided to the County of Stafford will be accepted until **2:00 P.M., Friday, February 12, 2010**, at which time they will be opened in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

Please be observant of all Proposal instructions and specifications. Should any questions arise concerning this Proposal, contact the County of Stafford Purchasing Office at (540) 658-8614.

The County of Stafford reserves the right to accept or reject, in whole or part, any and all Proposals and to waive informalities.

Sherry McMillan
Purchasing Officer



GENERAL INSTRUCTIONS

1. Mail or deliver Proposals to the Stafford County Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, P.O. Box 339, Stafford, VA 22555-0339.
2. One (1) original, ten (10) copies, and two (2) electronic media versions of the Proposal must be received before the opening time stated in the Proposal Invitation.
3. All Proposals must be received in sealed envelopes with the statement "Proposal Enclosed" and the Proposal number typed or written in the lower left hand corner.
4. The County of Stafford reserves the right to accept or reject, in whole or part, any and all Proposals received and to waive informalities.
5. Proposals must be received on or before **Friday, February 12, 2010, at 2:00 P.M.**, in the Purchasing Office; and no late Proposals will be accepted. **It is the Vendor's responsibility to ensure delivery to the proper receiving location.**
6. Proposals shall be binding for ninety (90) days following the Proposal opening date.
7. Propriety information will not be disclosed during the selection process
8. Comments concerning specifications or other provisions of this Contract are welcome and can be received and considered prior to the time set for receipt of the Proposals.
9. Should any questions arise concerning this Proposal, please contact the County of Stafford Purchasing Office at (540) 658-8614.
10. The successful Firm will be notified immediately upon acceptance of their Proposal.
11. Exceptions to the specifications or general instructions must be in writing and submitted with the Proposal form.
12. Each Proposer is required to state in the Proposal, their name and place of residence and the names of all persons interested with him, in case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the Proposer.
13. Pursuant to Code Section 2.2-4330 of the Code of Virginia, as amended, the contracting authority has elected to use the procedure for Proposal withdrawal numbered (I), which reads as follows:

"The Proposer shall give notice in writing of his claim of right to withdraw his Proposal within two (2) business days after the conclusion of the Proposal opening procedure."
14. No Proposals may be withdrawn after the ultimate closing time set for the receipt of Proposals for a period of ninety (90) days, except as provided in Paragraph 15, above.

15. The contracted Firm shall maintain insurance to protect the County of Stafford from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operations by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

"The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend the County of Stafford against any and all liability for injuries and damages to Contractor himself and to Contractor's employees, Agents, Subcontractors and guest, third parties or otherwise, incident to or resulting from any all operations performed by contractor under the terms of this Contract.

In addition to any other forms of insurance for bonds required under Contracts and specifications pertaining to this Project, the County of Stafford shall require any Proposer to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverages. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the Subcontractor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion."

Minimum insurance requirements are as follows:

1. Workers' Compensation
2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$2,000,000 combined single limits.
3. Comprehensive General Liability:

Bodily injury liability insurance shall have limits of \$2,000,000 per occurrence.

Property damage liability insurance shall have limits of \$2,000,000 per occurrence.

16. The County of Stafford does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §2.2-4343.1 or against any Offeror because of race, religion, sex, national origin, age, disability, or any other basis prohibited under state law relating to discrimination in employment.

17. Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County of Stafford, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding Contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

18. Safety

All Contractors and Subcontractors performing services for the County of Stafford are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

19. Notice of Required Disability Legislation Compliance

The County of Stafford is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, the County of Stafford, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

20. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County of Stafford. A copy of these provisions may be obtained from the respective Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

21. Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:
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 or 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, shall 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 to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

22. Drug-free Workplace

Every Contract of over \$10,000 shall include the following provisions:

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, 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 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 purpose 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

23. Exemption from Taxes

The County of Stafford is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by the County of Stafford upon request.

24. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the County Administrator.

25. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the County Administrator.

26. Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no County of Stafford official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

27. Debarment

By submitting a Proposal, the Proposer is certifying that they are not currently debarred by the County of Stafford. The County of Stafford's debarment procedure is in accordance with Section 2.2-4321 of the Code of Virginia.

28. Right to Negotiate

The County of Stafford reserves the right to waive informalities, and to reject any and all Proposals. If the Proposal exceeds available funds, the County of Stafford reserves the right to negotiate with the Proposer to obtain a Contract price within available funds.

29. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §2.2-4343.1 or against any Offeror because of race, religion, sex, national origin, age, disability, or any other basis prohibited under state law relating to discrimination in employment.

PART 1 - INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Preparation and Submittal of Proposals

- a. All Proposals shall be signed in ink by authorized personnel of the Firm.
- b. All attachments to the Proposals requiring execution by the Firm are to be returned with the Proposals.

2. Withdrawal of Proposals

- a. The Proposer may withdraw his Proposal from consideration if the service proposed was substantially different than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error, or an unintentional omission of a quantity of work, labor, or materials made directly in the compilation of the Proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the Proposal sought to be withdrawn.
- b. The following is the procedure for Withdrawal of Proposal:
 - (1) The Proposer must give notice in writing of his claim of the right to withdraw his Proposal within two (2) business days after the conclusion of the Proposal opening procedure.
 - (2) No Proposal may be withdrawn under this section when the result would be the awarding of the Contract on another Proposal of the same Offeror.
 - (3) No Proposer who is permitted to withdraw a Proposal shall for compensation, supply any material or labor to, or perform any Subcontract or other work agreement for the person or Firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Proposal was submitted, without the approval of County of Stafford's Chief Financial Officer. The person or Firm to whom the Contract was awarded and the withdrawing Offeror are jointly liable to the County of Stafford in an amount equal to any compensation paid to, or for the benefit of the withdrawing Proposer without such approval.

3. Miscellaneous Requirements

- a. The County of Stafford will not be responsible for any expenses incurred by a Firm in preparing and submitting a Proposal. All Proposals shall provide a straightforward concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- b. Professional Services Firms who submit a Proposal in response to this RFP may be required to make an oral presentation of their Proposal. The County of Stafford's Chief Financial Officer will schedule the time and location for this presentation.
- c. The contents of the Proposal submitted by the successful Proposer and this RFP will become a part of any Contract awarded as a result of these specifications. The successful Professional Services Firm will be expected to sign separate engagement letters with the County of Stafford and the School Division.
- d. The County of Stafford reserves the right to reject any and all Proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County of Stafford. Firms whose Proposals are not accepted will be notified in writing.
- e. The contracted Firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by the County of Stafford.

4. Form of Proposals

Interested Firms are cautioned to provide in their Proposal as much detail as possible pertaining to their Firms's capabilities, experience and approach to the tasks outlined in this Proposal.

5. Clarification of Proposals

The County of Stafford reserves the right to contact Vendors individually for the purpose of clarifying Proposals.

6. Vendor Incurred Costs

The County of Stafford is not liable for any cost incurred by Vendors prior to issuance of an Agreement, Contract, or Purchase Order.

7. Non-appropriation

Award to the contracted Firm will be made under a Contract arrangement cancelable after the first year or at the end of a fiscal year in the event that continuing funds are not appropriated.

8. Vendor Declaration

All respondents to this Request for Proposal must state that their Proposal was made without connection with any other person, company, or parties making a similar Proposal and that it is in all respects fair and in good faith without collusion or fraud.

9. Terminology

Terminology used in this request for Proposal might imply or denote a particular Vendor. The terminology used and the organization of the RFP is not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by each respondent in these situations.

10. Licensing Agreement

Any licensing agreement required by the professional services Firm must be fully described.

11. Proposal Property of County

All Proposals submitted in response to this RFP become the property of the County of Stafford. Supporting technical manuals will be returned at the request of the Professional Services Firm.

12. Confidentiality

All Proposals will be available for inspection by interested parties following the final selection date. If a professional services Firm wishes that any part of their Proposal remain confidential, they should state so clearly.

13. Addenda

Any Addenda to these documents shall be issued in writing; no oral statement, explanations or commitments by whomsoever shall be of any effect unless incorporated in the Addenda.

14. Contracting

Upon award of the Contract, the RFP and the successful Offeror's Proposal will become part of the "STANDARD CONTRACT FOR SERVICES" that is included in this RFP.

PART 2 - SPECIAL CONTRACT TERMS AND CONDITIONS

1. The extent and character of the work to be accomplished by the contracted Firm for the County of Stafford shall be subject to the general control and approval of the County Administrator or an authorized designee. The contracted Firm shall not comply with requests and/or orders issued by other than the Administrator's representatives acting within their authority for the County of Stafford.

2. Subcontractors

The Firm shall identify all proposed Subcontractors who will be furnishing services under the terms of his Proposal. Subcontractors shall conform, in all respects, to the applicable provisions specified for the Prime Contractor and shall further be subject to approval by the County of Stafford.

3. Termination

Subject to the provisions below, the Contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval by the County of Stafford until said work or services are completed and accepted.

- A. Termination for Convenience

In the event that this Contract is terminated or canceled upon request and for convenience of the County of Stafford without the required thirty (30) days advance written notice, then the County of Stafford shall negotiate reasonable termination costs, if applicable.

- B. Termination for Cause

Termination by the County of Stafford for cause, default, or negligence on the part of the Firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

4. Client List

Firms are required to furnish the County of Stafford with a list of all locations in Local governments and school districts in Virginia and nearby states that are using the same service and the name, address, and telephone number of a contact person.

5. Assignment

The Firm will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement or its rights, title, or interests therein, or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County of Stafford.

6. Exceptions

Any and all exceptions to the specifications included in this RFP must be fully detailed and explained on a separate schedule outlined "Exceptions to RFP". Should the Firm not indicate and explain all exceptions, their Proposal may be rejected.

**REQUEST FOR COMPETITIVE NEGOTIABLE PROPOSALS
PROFESSIONAL AUDIT SERVICES FOR THE COUNTY OF STAFFORD**

RFP NUMBER: **#212102**

RECEIVING DATE: 2:00 P.M., Friday, February 12, 2010

RECEIVING PLACE: Stafford County Purchasing Office
 Stafford County Administration Center
 1300 Courthouse Road
 Stafford, VA 22554

Requests for information regarding technical matters on this Proposal should be directed to:

Shelley Carmichael
Controller/Assistant Director of Finance
Stafford County Finance Department
PO Box 339
Stafford, VA 22555-0339
Phone: (540) 658-8692

Requests for information regarding contractual matters on this Proposal should be directed to:

Sherry McMillan
Purchasing Officer
Stafford County Purchasing Office
PO Box 339
Stafford, VA 22555-0339
Phone: (540) 658-8614

**REQUEST FOR COMPETITIVE NEGOTIABLE PROPOSALS
PROFESSIONAL AUDIT SERVICES FOR THE COUNTY OF STAFFORD**

PROPOSAL #212102

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**REQUEST FOR COMPETITIVE NEGOTIABLE PROPOSALS
PROFESSIONAL AUDIT SERVICES FOR THE COUNTY OF STAFFORD**

PROPOSAL #212102

I. INTRODUCTION

A. General Information

The County of Stafford ("the County") is requesting Proposals from qualified Firms of Certified Public Accountants to Audit the Financial Statements of the County, the School Board, and the Rappahannock Regional Solid Waste Management Board (the "R-Board") for the fiscal years ending June 30, 2010, June 30, 2011, and June 30, 2012 with the option of auditing its financial statements for two (2) subsequent fiscal years. These audits are to be performed in accordance with:

- Auditing standards generally accepted in the United States and Government Auditing Standards.
- The provisions of the federal Single Audit Act of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133.
- Audits of State and Local Governments and the Specifications for Audits of Counties, Cities and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia.

There is no expressed or implied obligation for the County to reimburse responding Firms for any expenses incurred in preparing Proposals in response to this Proposal.

To be considered, one (1) original, clearly marked, and ten (10) copies, and 2 (two) electronic media versions of a Proposal must be received by:

Stafford County Purchasing Office
Stafford County Administration Center
1300 Courthouse Road
PO Box 339
Stafford, VA 22555-0339
Phone: (540) 658-8614

By 2:00 P.M., on Friday, February 12, 2010.

Proposals submitted will be evaluated by an Evaluation Committee consisting of various County representatives. During the evaluation process, the Evaluation Committee, reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or

omissions. At the discretion of the County or the Evaluation Committee, Firms submitting Proposals may be requested to make oral presentations as part of the evaluation process.

The County reserves the right to retain all Proposals submitted and to use any ideas in a Proposal, regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the Firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the Proposal submitted and confirmed in the Contract between the County and the Firm selected.

As per the Code of Virginia, Section 15.2-2511, every locality shall Contract for the performance of the annual audit not later than April 1st of each fiscal year. In addition, the certified public accountant shall present a detailed written report to the local governing body at a public session by the following December 31st. Therefore, the selection of a Firm or Firms will be completed in accordance with the Code of Virginia. Following the notification of the selected Firm, a separate engagement letter for the County and the School Division will be executed by April 1, 2010.

B. Contract Term

A three (3) year Contract is contemplated, with the option for two (2) subsequent years, subject to annual review, the satisfactory negotiation of terms (including a price acceptable to the County, and the selected Firm), the concurrence of the Board of Supervisors, and the annual availability of an appropriation.

The Contract period shall be from April 1, 2010 through March 31, 2013. The County shall have the right to renew the Contract for two (2) additional one (1) year terms under the same terms and conditions of the original Contract. The County shall give the selected Firm written notice of Contract renewal sixty (60) days prior to the expiration date of each annual Contract period. The selected Firm shall not give less than ninety (90) days advance notice of any cost increase to the Chief Financial Officer. The Contract may be renewed at the expiration of its term by mutual agreement of both parties.

C. Subcontracting

The contracted Firm will identify all proposed Subcontractors who will be furnishing services under the terms of this Request for Proposal. Subcontractors will conform, in all respects, to the applicable provisions specified for the Firms and will further be subject to the approval by the County. The contracted Firm will be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the agreement to any other person, company, or corporation without the previous consent and approval in writing by the County.

II. SERVICES REQUIRED

A. General

The County is soliciting the services of qualified Firms of Certified Public Accountants to audit the financial statements for the fiscal year ending June 30, 2010, June 30, 2011 and June 30, 2012 for the County, the Schools, and the R-Board with the option to renew the Agreement for two (2) additional one (1) year terms. These audits are to be performed in accordance with the provisions contained in this Request for Proposals.

B. Scope of Work to be Performed

The County desires the auditor to audit the separate financial statements prepared by the County, the Schools, and the R-Board. These statements are to be reviewed by the appropriate County and Schools personnel prior to their issuance. The County and the R-Board also desire the auditor to express an opinion on the fair presentation of their financial statements in conformity with generally accepted accounting principles in the United States of America. The auditor is to apply procedures and report on the required and other supplementary information included in separate County and Schools Comprehensive Annual Financial Reports (CAFR), including the schedule of expenditures of federal awards, and the R-Board financial statements. The auditor is not required to audit the statistical section of the CAFR.

In connection with the audit of the financial statements, the auditor shall consider, test and report on internal controls in accordance with auditing standards generally accepted in the United States of America, 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.

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 State and Local Governments and the Specifications for Audits of Counties, Cities, and Towns.

The Auditor of Public Accounts requires all local governments to complete Comparative Cost Report Transmittal Forms in accordance with the provisions of the Uniform Financial Reporting Manual. The County has the auditor 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 30th, following the end of each fiscal year.

C. Auditing Standards to be Followed

To meet the requirements of this Request for Proposals, the audit will be performed in accordance with generally accepted accounting principals in the United States as set forth by the American Institute of Certified Public Accountants, the standards for

financial audits set forth by Comptroller General of the United States in Government Auditing Standards; the provisions of the Single Audit Act of 1996, the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and the Specifications for Audits of Counties, Cities and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements for the County, for the Schools, and for the R-Board, the auditor will issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles in the United States.
2. A report on the internal control structure based on the auditors' understanding of the control structure and assessment of control risk.
3. A report on compliance with applicable laws and regulations.
4. An "in-relation-to" report on the schedule of federal financial assistance.
5. A report on the internal control structure used in administering federal financial assistance programs. (This report may be combined with report number two (2)).
6. A report on compliance with specific requirements applicable to major federal financial assistance programs.
7. A report on compliance with specific requirements applicable to nonmajor federal financial assistance programs (This report may be combined with report number six (6)).
8. A report on compliance with general requirements for both major and nonmajor federal financial assistance programs.
9. Comparative Cost Reports Transmittal Forms in electronic format.
10. SF-SAC Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations.

In the required reports on internal controls, the auditor will communicate any reportable conditions found during the audit. A reportable condition will be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses will be identified as such in the report.

Non-reportable conditions discovered by the auditors will be reported in separate letter to management, which will be referred to in the reports on internal controls.

The report on compliance will include all material instances of noncompliance. All nonmaterial instances of noncompliance will be reported in a separate management letter, which will be referred to in the report on compliance.

Auditors will be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

Stafford County Board of Supervisors
County Administrator, Stafford County
Chief Financial Officer, Stafford County

If the illegal act or irregularity involves the School Board, then the following person should also be notified:

Stafford County School Board
Superintendent
Assistant Superintendent for Financial Services
Director of Finance & Accounting

Auditors will ensure that the County's and the School Board key Finance Department officials are informed upon discovery for each of the following:

1. The auditor's responsibility under generally accepted auditing standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Other information in documents containing audited financial statements.
6. Disagreements with management.
7. Management consultation with other accountants.
8. Major issues discussed with management prior to retention.
9. Difficulties encountered in performing the audit.

E. Special Considerations

1. The County and Schools shall retain ultimate responsibility for the preparation of their separate and respective Comprehensive Annual Financial Report (CAFR) document. The auditor will assist the County and the School Board in preparing and improving the documents, including, but not limited to:
 - a. Evaluating the documents against the Government Financial Officers Association (GFOA) Certificate of Achievement checklist.
 - b. Proof reading the document.
 - c. Verification of implementation of recommended improvements from prior year submissions to the GFOA Certificate of Achievement programs.
2. The schedule of federal financial assistance and related auditor's report, as well as the reports on the internal controls and compliance are to be issued as part of the CAFR.
3. In addition to completing the annual audit, the accounting Firm will be available during normal business hours throughout the Contract period to provide the County and the School Board with advice and guidance on financial accounting and reporting issues, to include GASB pronouncements. Responses to specific questions regarding application of accounting policy or GASB requirements should be provided within thirty-six (36) hours. Also, we request to be informed of any training opportunities the firm may offer such that personnel may participate in continuing education for renewal of CPA licenses.

F. 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 (5) years, unless the Firm is notified in writing by the County or School Board 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:

The County

The School Board.

Comptroller General of the United States.

Parties designated by the federal or state governments or by the County or the School Board as part of an audit quality review process.

Auditors of entities of which the County or the School Board is a sub-recipient of grant funds.

Auditors of entities of which the County or the School Board is a component unit.

In addition, the Firm will respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Name and telephone number of contact persons

The auditor's principal contact with the County will be Shelley Carmichael at (540) 658-8692 or a designated representative, who will coordinate the assistance to be provided by the County to the auditor.

The auditor's principal contact with the School Board will be Lance Wolff at (540) 658-6597 or a designated representative, who will coordinate the assistance to be provided by the School Board to the auditor.

B. Background Information

The County serves an area of two hundred and seventy-seven (277) square miles with a population of approximately 122,800. The fiscal year begins on July 1st and ends on June 30th.

The County provides the following services to its citizens:

Education	Law Enforcement
Water and Sewer Service	Emergency Dispatch
Recreation Programs	Parks Maintenance
Public Welfare	Support to a variety of community agencies
Fire and Emergency Medical Services	
Building Code, Inspection and Enforcement	
Planning and Community Development	
Transportation Engineering and Improvements	

Stafford County Public Schools are comprised of thirty-three (33) schools, including five (5) high schools, eight (8) middle schools, seventeen (17) elementary schools, 2 alternative schools and an early childhood center.

The accounting and financial reporting functions for the County and the School Board are separate with distinct organizations in each entity respectively

More detailed information on the County's finances can be found in the FY2009 Comprehensive Annual Financial Report for Stafford County – contact Shelley Carmichael at (540) 658-8692. This document is available online at www.staffordcountyva.gov/departments/finance.

The total General Fund operating budget for FY2010 for Stafford County is \$238,485,663. The County's budget is available online at www.staffordcountyva.gov/budget

More detailed information on the Schools finances can be found in the FY2009 Comprehensive Annual Financial Report for Stafford County Public Schools – contact Lance Wolff at (540) 658-6597. This document is available online at www.stafford.schoolfusion.us/modules/cms/pages.phtml.

The total operating budget for FY 2010 for Stafford County Public Schools is \$248,480,087. The Schools' budget is available online at www.stafford.schoolfusion.us/modules/cms/pages.phtml.

C. Fund Structure

The County maintains fourteen (14) individual governmental funds. The General Fund, the Transportation Fund (Special Revenue) and the General Capital Projects Fund are considered major funds. There are nine (9) other Special Revenue funds and two (2) other Capital Projects funds. The County has one (1) Proprietary Fund (Enterprise Fund), the Water and Sewer Fund. There are five (5) Fiduciary Funds four, (4) Agency Funds, and one (1) OPEB Trust Fund).

The Schools have seven (7) governmental funds. The School Operating Fund and the School Capital Projects Fund are considered major funds and there are three (3) nonmajor funds. Internal service funds are used by Schools to account for fleet maintenance, school healthcare benefit self-insurance activities and school workers' compensation insurance activities. Fiduciary funds are used to account for resources received and held in a fiduciary capacity for the benefit of individuals or other governments. The Student Activity Funds at each of the thirty-three (33) schools and one (1) division-wide activity fund are fiduciary (agency) funds. These funds are audited under a separate Contract. The Schools also have an OPEB Trust Fund.

The County and Schools track capital asset and debt transactions separately relative to government-wide reporting requirements.

D. Budgetary Basis of Accounting

The County and Schools prepare their budgets on a basis consistent with GAAP.

E. Pension Plans/Other Post-Employment Benefits

The County and Schools participate in the Virginia Retirement Systems (VRS), an agent and cost sharing multiple employer defined benefit pension plan. Actuarial services for these plans are provided by VRS.

The County and the Schools provide post-employments benefits (other than retirement) to their retirees. These are health care related. For compliance with GASB 45 reporting requirements the County and Schools have Contracts with

Bolton Partners, Inc. for actuarial valuation services related to these health care benefits. Both entities have established OPEB Trust Funds to account for contributions to fund their respective liabilities.

F. Joint Ventures

The County participates in the Rappahannock Solid Waste Management Board (R-Board) with the City of Fredericksburg. This regional landfill is operated in Stafford County and the accounting services are provided by the Stafford County Department of Finance. This joint venture is also to be audited as part of this Contract.

The Rappahannock Regional Jail authority was created to share the cost of constructing and operating a regional facility. That facility is located in Stafford County. Member jurisdictions (Stafford County, Spotsylvania County, King George County, and the City of Fredericksburg) pay operating and debt service costs. This joint venture is not to be audited, nor are financial statements to be prepared as part of this engagement.

The Central Rappahannock Regional Library provides library services to the Counties of Stafford, Spotsylvania, King George and to the City of Fredericksburg. Eighty percent (80%) of its operating revenues are derived from appropriations by the participating jurisdictions. This joint venture is not to be audited, nor are financial statements to be prepared as part of this engagement.

G. Extent of Financial Operations

The County's Department of Finance is responsible for the following functions: accounting, accounts payable, asset management, budget, debt management, landfill billing, payroll, purchasing, risk management, and records management.

The Commissioner of Revenue's Office is responsible for real estate and personal property assessments.

The Treasurer's Office is responsible for billing property assessments and the cash collection, disbursement, and investments for both the County and the Schools.

The Public Works Department is responsible for developer's and builder's securities.

The Utilities Department is responsible for water and sewer billing.

Schools' Department of Finance is responsible for the following functions: accounting, accounts payable, asset management, budget, grants, payroll, purchasing, records management, risk management, and school activity accounts.

H. Computer Systems

The County's general ledger accounting system, purchasing, utility billing, asset management, and payroll system are fully computerized using an IBM AS/400 and the governmental accounting software package, marketed by SunGard Public Sector, Inc., of Lake Mary, Florida. The Schools share the general ledger accounting system, purchasing and asset management modules of the County's financial system but run a separate payroll system. Personal computers equipped with "Windows" MS Office 2003 and associated programs, such as *Word* and *Excel* are widely used at both the County and the Schools.

I. Availability of Prior Audit Reports and Working Papers

The contracted Firm will be provided permission to review prior years' working papers from the prior audit Firm:

County:

Clifton Gunderson, LLP
11710 Beltsville Drive, Suite 300
Calverton, MD 20705
(301) 931-2050

Schools:

Robinson, Farmer, Cox Associates
PO Box 6580
530 Westfield Road
Charlottesville, VA 22901
(434) 973-8314

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates:

Request for Proposal issued	January 15, 2010
Due date for Proposals	February 12, 2010
Selected Firms Presentation	Week of March 1 - 5, 2010

B. Notification and Contract Dates

Selected Firm notified
Contract date

Week of March 15 - 19, 2010
Effective April 1, 2010

C. Work Plan

The selected auditor will develop a work plan and list of schedules to be provided by May 1st, annually, in conjunction with County and Schools primary contacts to meet the following key dates:

1. Presentation of audited financial statements to the Board of Supervisors and School Board no later than their respective mid-December meetings.
2. CAFR's ready for printing by the first working day of December.
3. Cost Comparative Report to the Auditor of Public Accounts by November 30th.
4. Annual School Report to the Dept. of Education by September 15th.
5. Preliminary fieldwork and cash/inventory counts to be completed by June 30th.

D. Entrance Conferences, Progress Reporting and Exit Conferences

At a minimum, the following conferences should be held:

<i>Conference</i>	<i>Personnel</i>	<i>Purpose</i>	<i>Timing</i>
Entrance	Key Finance/Treasury Dept Staff	*Discuss prior years audit *Discuss preliminary work to be performed — PBC listing *Establish liaisons for engagement *Identify key testing *Arrange for work space and other needs *Issue engagement letter and obtain signatures prior to start of fieldwork	Prior to start of preliminary fieldwork
Governing Body	BOS/SBO	*Discuss audit work plan *Areas of particular concern	Prior to preliminary fieldwork
Prelim Progress	County/Schools Liaisons	*Discuss testing progress *Outstanding items *Situations/problems that need addressing	Mid-point of preliminary fieldwork
Prelim Exit	Key Finance/Treasury Dept Staff	*Discuss problems/concerns noted/outstanding items *Review plan for final fieldwork *Identify management comments to-date including observation, implication and recommendation for each comment identified	Last day of preliminary fieldwork
Final Fieldwork Entrance	Key Finance/Treasury Dept Staff	*Discuss status PBC items *Update/changes to work plan or work papers	Start of final fieldwork
Final Fieldwork Progress	County/Schools Liaisons	*Discuss progress *Outstanding items *Situations/problems that need addressing	Mid-point of final fieldwork
Final Exit Conference	Key Finance/Treasury Dept Staff	*Outstanding items *Summarize results of fieldwork *Review significant findings *Discuss final entries to be posted to financial system *Identify management comments including observation, implication and recommendation for each comment identified	Last day of final fieldwork

E. Final Report

Following final fieldwork, the County and the School Board will prepare their respective draft financial statements and forward them to the auditor for review and suggested corrections and comments. Meetings and conference calls may be scheduled as necessary. The final document must be ready for printing no later than the first (1st) working day of December.

The Auditor will prepare the County's Cost Comparative Report and provide a copy to the County by the third (3rd) week in November for review and submission to the Auditor of Public Accounts.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The Finance Department staffs and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the County and the School Board, respectively.

B. Statements and Schedules to be prepared by the staff of the County and the School Board.

The auditor will provide the County and the School Board a specific list of schedules and work papers to be prepared by staff to facilitate the audit of general ledger account balances.

C. Work Area, Telephones, Photocopying, and FAX Machines

The County and the School Board will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephones, photocopying facilities, and FAX machines with the understanding they are to be used in relation to the County and the School Board audit. The County will provide inquiry access to the financial system.

D. Report Preparation

The County and the School Board will be responsible for their respective report preparation, editing and printing. All introductory material, MD&A, basic financial statements, notes, required supplementary information, schedules, statistical tables, and schedule of federal awards will be prepared by the County and the School Board Staff and submitted to the auditor for review, comment and correction.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Submission of Proposals

Proposals must be received by 2:00 P.M. on Friday, February 12, 2010 in the Stafford County Purchasing Office, 1300 Courthouse Rd., Stafford, VA.

2. Format

One (1) original, ten (10) copies and two (2) electronic versions of the final entire document to include the following:

a. Title Page

Title page showing the Request for Proposals subject; the Firm's name; the name, address and telephone number of the contact person; and the date of the Proposal.

b. Table of Contents

c. Transmittal Letter

A signed transmittal letter briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the Firm believes it is best qualified to perform the engagement, and a statement that the Proposal is firm and irrevocable for ninety (90) days.

B. Technical Proposal

1. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the Firms and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the Request for Proposal's requirements.

The Proposal should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the request for Proposals. While additional data may be presented, the following subjects, (Item Nos. 2 through 8) must be included. They represent the criteria against which the Proposal will be evaluated.

2. Independence

Provide a statement that the Firm is independent of the County, the School Division, and the R-Board as defined by generally accepted auditing standards contained in Government Auditing Standards (June 2007), issued by the Comptroller General of the United States

The Firm should also list and describe its professional relationships with the County or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

3. License to Practice in the Commonwealth of Virginia

The Proposer must provide evidence that the firm and all assigned key professional staff are properly licensed to practice in Virginia.

4. Firm Qualifications and Experience

The Firm is also required to submit a copy of the report on its most recent external quality control review, with a statement indicating whether that quality control review included a review of specific government engagements.

The Firm will also provide information on the results of any federal or state desk review or field reviews of its audits during the past three (3) years. In addition, the Firm will provide information on the circumstances and status of any disciplinary action taken or pending against the Firm during the past three (3) years with state regulatory bodies or professional organizations.

- a. State the size of the Firm.
- b. State the size of the Firm's governmental audit staff.
- c. State the location of the office from which the work on this engagement is to be performed.
- d. State the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

5. Partner, Supervisory and Staff Qualifications and Experience

- a. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Virginia. Provide information on the government and schools district auditing

experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

- b. Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement.
- c. Indicate how the quality of staff over the term of the agreement will be assured.

6. Daily Staff Supervision

Indicate how the Firm will provide adequate supervision on a day-to-day basis.

7. Similar Engagements With Other Government Entities and School Divisions

For the Firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum five (5)) performed in the last five (5) years that are similar to the engagements described in this Request for Proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

8. Specific Audit Approach

The Proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this Request for Proposal.

Provide the following information on their audit approach:

- a. Proposed phases of the engagement.
- b. Type and extent of analytical procedures to be used in the engagement as well as compliance vs. substantive testing to be performed.
- c. Approach to be taken to gain and document an understanding of the County's and the Schools' internal control structure and the overall internal control risk assessment.
- d. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- e. Approach to be taken in drawing audit samples for purposes of testing compliance as well as scope and dollar cut-off levels by major category of assets, liabilities, revenue and expenditures, and fund balances.

VII. EVALUATION PROCEDURES

A. Evaluation Committee

Proposals submitted will be evaluated by a Evaluation Committee consisting of representatives from various County offices.

B. Review of Proposals

The Evaluation Committee will use a point formula during the review process to score Proposals. Each member of the Committee will first score each technical proposal by each of the criteria described in Section VII C below. The Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each Firm.

The Evaluation Committee will conduct interviews with the top ranked Firms (usually the top two (2) or three (3), depending on the number of Proposals received).

C. Evaluation Criteria

The Proposal Requirements set forth certain criteria which will be used in the evaluation of Proposals and selection of the successful Firm. In addition, the following criteria will be considered:

1. Recommendations of parties from whom comparable work has been performed.
2. Experience.

D. Oral Presentations

During the evaluation process, the Evaluation Committee will request the top ranked Firms to make oral presentations. Such presentations will provide Firms with an opportunity to answer any questions the committee may have on a Firm's Proposal and allow both parties to make necessary clarifications and discuss non-binding cost estimates. This is scheduled for the week of March 1 - 5, 2010; all Proposers must be available during this week to make an oral presentation should they be selected.

If a Firm is selected for an oral presentation, it should be prepared to submit one (1) original and one (1) copy of a non-binding Cost Proposal in a sealed envelope.

E. Negotiations

Final cost negotiations shall then commence with the top ranked Firm(s) and continue until selection of the most responsive, responsible and qualified Firm. If one (1) Firm is clearly more qualified and suitable, the County reserves the right to immediately commence negotiations with that Firm.

F. Final Selection

The Board of Supervisors will independently make a decision to select a Firm or Firms based upon the recommendation of the Evaluation Committee.

The Firm will be selected the week of March 15 - 19, 2010. Following notification of the Firm selected, a Contract must be executed no later than April 1, 2010 to be in compliance with state code.

G. Right to Reject Proposals

Submission of a Proposal indicates acceptance by the Firm of the conditions contained in this Request for Proposal unless clearly and specifically noted in the Proposal submitted and confirmed in the Contract between the County and the Firm selected.

VIII. EVALUATION FORM

REQUEST FOR COMPETITIVE NEGOTIABLE PROPOSALS PROFESSIONAL AUDIT SERVICES FOR THE COUNTY OF STAFFORD

PROPOSAL #212102

- | | | | |
|----|--|------|-------|
| 1. | Proposal Conformance -
Adherence to format and required content | 0-5 | _____ |
| 2. | Evaluate the Proposer's understanding
of the work to be performed, description
of audit approach and procedures to be
employed – appropriateness and adequacy | 0-35 | _____ |
| 3. | Evaluate the relative qualifications and
Experience of individuals assigned to
the Engagement | 0-25 | _____ |
| 4. | Evaluate the Proposer's experience and
capability in performing similar engagements. | 0-35 | _____ |

Score _____ /100

IX. COST PROPOSALS

COST PROPOSAL - County

PROFESSIONAL AUDIT SERVICES
AUDIT SERVICES RFP #212102

	<i>First Year</i>			<i>Second Year</i>			<i>Third Year</i>			<i>Fourth Year</i>	
	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate
<i>Preliminary Field Work</i>											
Partner											
In-Charge											
Supervisor											
Specialist											
Staff											
<i>Final</i>											
Partner											
In-Charge											
Supervisor											
Specialist											
Staff											
<i>Statement Review</i>											
Partner											
In-Charge											
Supervisor											
Specialist											
Staff											
<i>Cost Comparative Report</i>											
<i>Totals</i>											

COST PROPOSAL - Schools

PROFESSIONAL AUDIT SERVICES
AUDIT SERVICES RFP #212102

	<i>First Year</i>			<i>Second Year</i>			<i>Third Year</i>			<i>Fourth Year</i>		
	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total
<i>Preliminary Field Work</i>												
Partner												
In-Charge												
Supervisor												
Specialist												
Staff												
<i>Final</i>												
Partner												
In-Charge												
Supervisor												
Specialist												
Staff												
<i>Statement Review</i>												
Partner												
In-Charge												
Supervisor												
Specialist												
Staff												
<i>Totals</i>												

COST PROPOSAL - R-Board

PROFESSIONAL AUDIT SERVICES
AUDIT SERVICES RFP# 212102

	<i>First Year</i>			<i>Second Year</i>			<i>Third Year</i>			<i>Fourth Year</i>	
	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate
<i>Preliminary Field Work</i>											
Partner											
In-Charge											
Supervisor											
Specialist											
Staff											
<i>Final</i>											
Partner											
In-Charge											
Supervisor											
Specialist											
Staff											
<i>Statement Review</i>											
Partner											
In-Charge											
Supervisor											
Specialist											
Staff											
<i>Closure/Post-closure Financial Assurance</i>											
<i>Totals</i>											

**REQUEST FOR COMPETITIVE NEGOTIABLE PROPOSALS
PROFESSIONAL AUDIT SERVICES FOR THE COUNTY OF STAFFORD**

PROPOSAL #212102

X. RESPONSE SHEET

Company Name: _____

Address: _____

Telephone Number: _____ Fax: _____

E-mail: _____

Name and Title of Person Submitting Proposal: _____

Signature: _____

Print Name: _____

XI. SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Purchasing Ordinance and relevant Federal and State Laws, Orders and Regulations, require Stafford County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. Small Business:

For the purposes of this document a Small Business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.
- (b) gross annual income does not exceed ten (10) million dollars.
- (c) is independently owned and operated (not subsidiary of another firm).

2. Minority Business:

A business entity which is operated and controlled by a minority.

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earning of fifty one percent (51%) or more of such an enterprise.
- (b) A minority person shall mean Black, Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Native; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____ No _____

Small Business Firm: Yes _____ No _____

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE (OFFICE): _____

XII. STAFFORD COUNTY STANDARD CONTRACT FOR SERVICES

This Contract is entered into this ____ day of _____, 20____, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. Definitions.

(a) As used in this Contract, the term "County" shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the "County" shall mean _____. (If this line is blank, the County shall mean the Board of Supervisors).

(b) As used in this Contract, the term "Contractor" shall mean:

2. Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by the County as part of the bid process.

3. Provision of Services.

(a) The contractor hereby agrees to provide the following services to the County:

(b) The time, manner and place for performance of such services shall be:

4. **Time and Essence.**

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

5. **County Obligations.**

(a) In return for the services identified above, the County shall pay the Contractor the following amounts:

[] (b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all invoices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. **Termination for Convenience of the County.**

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to

contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Officer of Stafford County; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Officer shall determine to be due under this clause, the Contractor may appeal any claim to the Board of Supervisors in accordance with Paragraph 15 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records.

(a) The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

9. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this

Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

[] 10. **Insurance.**

The Contractor shall maintain insurance, in an amount and a form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be:

11. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County Administrator.

12. **Modifications or Changes to this Contract.**

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance

under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless they have received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Officer required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

☐ 13. **Warranties:**

☐ 14. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the County and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

15. **Disputes.**

Disputes with respect to this Contract shall be decided in the first instance by the Purchasing Officer, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless, within thirty (30) days from the date of such decision, the Contractor mails or otherwise furnishes the Purchasing Officer with a written appeal addressed to the County Administrator. The decision by the County Administrator shall be final and binding unless within ten (10) days from the date of receipt of the decision of the County Administrator, an appeal is made to the Board of Supervisors in accordance with Section 15.2-1245, et seq., of the Code of Virginia, (1950), as amended. The decision of the Board of Supervisors shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith, or not to be supported by any evidence. Pending the final determination of a properly appealed decision of the Purchasing Officer the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

16. **Nondiscrimination.**

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 or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

[] 17. **Additional Terms and Conditions.**

18. **Integration Clause.**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

19. **Legal Status**

All individuals performing work pursuant to this contract must be U.S. Citizens or possess documents that allow them to be employed and work in the United States.

20. **Faith-Based Clause.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 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.

County Representative

Title

Contractor or Duly Authorized
Representative (Print Name)

Title

Revised 8/27/07