

**REQUEST FOR PROPOSALS**



**PROPOSAL TITLE:**                   **AUDITING SERVICES**

**PROPOSAL NUMBER:**           **RFP #25-0225**

**PROPOSAL DUE DATE:**       **TUESDAY, FEBRUARY 25, 2025**

**PROPOSAL DUE TIME:**       **3:00 P.M.**

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PUBLIC NOTICE  
RFP #25-0225  
AUDITING SERVICES

The Clarke County Purchasing Department, on behalf of the Clarke County Department of Joint Administrative Services, is soliciting competitive sealed proposals from a qualified firms of certified public accountants to audit Clarke County's financial statements for the fiscal year ending June 30, 2025, with the option of auditing Clarke County's financial statements for up to five additional one-year terms.

To be considered for award, vendors must meet the qualifications and satisfy the requirements set forth in the Request for Proposals.

Sealed proposals should be clearly marked, "RFP #25-0225 Auditing Services." Proposals must be received in at least one of the two ways below:

- By delivering the sealed proposal in the Clarke County Purchasing Office before 3:00:00 p.m. (local prevailing time), Tuesday, February 25, 2025.
- By posting electronically on eVA before the deadline of 3:00:00 p.m. on Tuesday, February 25, 2025.

Proposals received after the deadline will not be accepted.

Proposal documents are available at Clarke County Purchasing Office, 129 Ramsburg Lane, Berryville, VA 22611, phone 540-955-5148. Proposal documents can also be found on-line at eVA and at [www.clarkecounty.gov](http://www.clarkecounty.gov), by clicking on business and procurement notifications.

Each bidder must be an Equal Opportunity Employer as defined by Federal and State laws and the Code of Virginia §11-51.

Clarke County reserves the right to reject any and all proposals, to waive informalities, and to negotiate with the successful offeror(s).

Brenda Bennett  
Director of Joint Administrative Services

## I. INTRODUCTION

### A. General Information

1. Clarke County is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2025, with the option of auditing its financial statements for each of the 5 subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards; the standards set forth for financial audits in the Government Accountability Office's (GAO) Government Auditing Standards; the provisions of the federal Single Audit Act; U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Government, & NonProfit Organizations; and the Specifications for Audit of Counties, Cities, and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia.

*Please note that Clarke County can make its financial system and supporting documents available through the internet to the selected auditor's offices.*

There is no expressed or implied obligation for Clarke County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

2. The provisions set forth herein are for contractual goods/services rendered to Clarke County, Virginia, hereinafter to be inclusive of but not limited to Clarke County Joint Administrative Services, General Government, Sanitary Authority, and School Board, and referred to as Clarke County. All offerors are bound by these provisions. Further, these conditions and requirements become part of any contract awarded between Clarke County and the successful vendor(s).

3. Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contract shall comply with all applicable federal, state and local laws and regulations.

4. Clarke 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 Clarke County and the firm selected.

5. The County is advertising a RFP instead of an IFB because pricing is not the only evaluation criteria being used.

6. All questions should be done in writing via email to Mr. Mike Legge, Purchasing Manager, at [purchasing@clarkecounty.gov](mailto:purchasing@clarkecounty.gov). Contact with Clarke County personnel other than the Purchasing Manager regarding this RFP may be grounds for elimination from the selection process. Please have all questions emailed by noon on February 17, 2025 so that all questions can be answered in a timely manner and addendum(s) can be issued, if needed. Please put RFP 25-0225 in the subject line of your email.

7. Questions will either be answered directly by an email or through an addendum.

8. Note that the Director of Joint Administrative Services, or a designated employee will oversee the auditing services contract and will be the selected vendor's main point of contact during the duration of the contract.

9. Clarke County will not be responsible for any vendor's expenses incurred in preparing and submitting their respective proposal.

#### B. Tentative Time Frame

PROPOSAL ADVERTISED	February 3, 2025
PROPOSAL SUBMISSION DUE DATE	Proposals must be received in at least one of the two ways below:  (1) By delivering the sealed proposal in the Clarke County Purchasing Office before 3:00:00 p.m. (local prevailing time), Tuesday, February 25, 2025.  (2) By posting electronically on eVA before the deadline of 3:00:00 p.m. on Tuesday, February 25, 2025.
AWARD OF CONTRACT	Estimated to be awarded 2-4 weeks after proposal deadline.
CONTRACT BEGINS	Following the notification of the selected firm, a contract is estimated to be executed by April 1, 2025
RENEWAL	The County may elect to renew the contract for up to five additional one-year terms. The County, typically, issues a notice of renewal, at least 30 days before the expiration of the respective term.

Please note that the above dates are simply estimated time frames; Clarke County reserves the right to change dates as deemed necessary in the best interest of its constituents.

#### C. Addenda

1. Addenda may occur prior to proposal opening. It is the vendor's responsibility to check the website ([www.clarkecounty.gov](http://www.clarkecounty.gov)) listing frequently to ensure that all solicitation information is complete and accurate. Upon award, this document in its entirety including any forms and addenda shall be referred to as the contract.

2. The County will attempt to notify all vendors that are known to have a complete set of Proposal Documents; however, it is ultimately the responsibility of each

company to check the County website ([www.clarkecounty.gov](http://www.clarkecounty.gov), business, and current solicitations) for addendums.

3. Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for that purpose.

4. No Addenda will be issued later than two (2) days prior to the date of receipt for Proposals except:

- a. any Addendum withdrawing the Request for Proposals
- b. any Addendum that includes postponement of the date of receipt for Proposals.

5. Each Vendor should ascertain before submitting a Proposal how many Addenda, if any, were issued.

6. Each Vendor should certify on the Response Form the number of additional addenda received.

D. Inclement weather: In the event that the Clarke County Purchasing Office is closed during the scheduled times for a pre-bid (pre-proposal) conference or bid/proposal opening; the pre-bid (pre-proposal) conference or bid/proposal opening will occur on the next business day that Clarke County Public School Administrative Offices are open at the appropriate times as stated in the IFB/RFP or on alternate date posted on the County's website (under business and procurement notifications). Please check the County website, [www.clarkecounty.gov](http://www.clarkecounty.gov), under business, and current solicitations for updates regarding any changes in meeting times and/or due dates.

E. Notice of Award

All Notices of Award and Notices of Intent to Award will be posted on the County website, [www.clarkecounty.gov](http://www.clarkecounty.gov), under business, and procurement notifications.

F. Use of Subcontractors

1. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of Clarke County.
2. The County reserves the right to ask for references of subcontractors from offerors after the proposals are opened, if deemed necessary.

G. Specific Reference to General Terms and Conditions

1. A Bid Bond will not be required.
2. Payment and Performance Bonds will not be required.

### 3. Insurance Requirements

- a. A Certificate of Insurance will be required from the selected vendor; please refer to General Terms and Conditions for complete instructions. Please include a sample of your Certificate of Insurance with your proposal. All vendors shall include the cost of insurance in their proposal pricing.
- b. Worker's Compensation Coverage is required for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees and subcontractors that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

Vendors (employers of three or more employees) shall include the cost of worker's compensation insurance in their proposal pricing. The selected vendor (if employer of three or more employees) must provide evidence of Worker's Compensation Insurance coverage before starting any work. All vendors are solely responsible for insuring their workers and themselves when doing work for the County.

A vendor (employers of three or more employees) without Worker's Compensation insurance can submit a proposal; however, the selected vendor must purchase and show evidence of the Worker's Compensation to the County before receiving the contract or starting any work.

Employers with less than three employees are not required to have Worker's Compensation Coverage. Employers with less than three employees that do not have Worker's Compensation Coverage agree that by submitting a proposal that they are independent contractors and that the vendor and its employees are not employed by the County and are not covered by the County's worker's compensation coverage program.

- c. Be sure to instruct your insurance carrier as to how the Certificate of Insurance is to be worded.
- d. Vendor shall be responsible for requiring any subcontractors to have the required amount and types of insurance stated in this RFP.
- e. If you have any questions regarding these limits, please contact the Clarke County Purchasing Office for clarification and discussion.
- f. Note that the selected vendor shall furnish the County with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. The selected vendor must provide an endorsement letter that verifies that Clarke County, its officers, officials, employees, volunteers and agents (as their interest may appear)" are additionally insured.

- g. The County shall not be responsible for any injury (including death) of any vendor or subcontractor that is visiting, inspecting, climbing, or conducting any work related to this procurement and the contract awarded in response to this procurement.
- h. The selected vendor agrees to accept responsibility for property damage, injury, or death caused by the acts or omissions or negligence of its employees or representatives to the fullest extent permitted by law.
- i. The Certificate Holder should state: “County of Clarke, VA, 101 Chalmers Court, Berryville, VA 22611, its officers, officials, employees, volunteers, and agents (as their interest may appear).”

It shall list “County of Clarke, VA, 101 Chalmers Court, Berryville, VA 22611, its officers, officials, employees, volunteers, and agents (as their interest may appear) added as an Addition Insured” under “Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions.

- j. JAS shall not be responsible for any injury (including death) of any vendor or subcontractor that is conducting any work related to this procurement and the contract awarded in response to this procurement.

#### 4. Permits and Licenses

- a) It is the responsibility of the vendor to maintain all required licensing and training for his/her employees to provide the services as stated in this RFP. Costs for these items shall be the responsibility of the vendor and shall be included in any pricing submitted in the contract, if awarded.
- b) The vendor shall supply copies of all licenses to Clarke County, upon request.
- c) The vendor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
- d) A vendor submitting a proposal is not required to have a Clarke County Business License. However, the selected vendor may be required to have a Clarke County Business License before starting work. Please contact the Clarke County Commissioner of the Revenue (540-955-5187) for more information about business licenses. Costs for the business license will be the responsibility of the selected vendor.

## H. Proposal Submissions

1. **One (1) original and four (4) copies of each proposal are requested.** The original should be clearly marked “ORIGINAL” on the front of the proposal. If submitting electronically on eVA, only one copy is needed.
2. Proposals should be prepared simply and economically, providing a complete and concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Proposals must be received in at least one of the two ways below:
  - By delivering the sealed proposal in the Clarke County Purchasing Office before 3:00:00 p.m. (local prevailing time), Tuesday, February 25, 2025.
  - By posting electronically on eVA before the deadline of 3:00:00 p.m. on Tuesday, February 25, 2025.

Proposals submitted after this time will not be opened. The official time will be determined by the clock in the Clarke County Purchasing Office.

4. Ownership of all data, materials, and documentation originated and prepared for the RFP shall belong exclusively to Clarke County and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a vendor shall not be subject to public disclosure; however, the vendor must **clearly** identify the sections by marking “Proprietary” **at the top of each applicable page and must explain why the protection is necessary.**

## I. Submittals

1. Interested vendors should submit the following in their sealed proposals. Note that vendors should submit these documents with their proposal even if the County already has them on file from previous jobs, responses, etc.

**a. Technical Proposal**

**b. Attachment A: Reference Form.**

**c. Attachment B - SCC Form.**

Per § 2.2-4311.2 of the Virginia Public Procurement Act, any contractor/vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Vendors submitting a bid/proposal shall include the identification number that was issued to them by the State Corporation Commission. Any vendor that is

not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its quote a statement describing why the vendor is not required to be so authorized.

**d.** Attachment C- Company Certification Form.

**e.** A sample copy of your **Certificate of Insurance** showing coverage. The selected vendor shall provide the County with a Certificate Insurance having Clarke County listed as the Certificate Holder and as Additionally Insured.

**f.** A signed copy of any **addendum** issued before bid opening date and time.

**g.** Copies of **any required license**, (state, local, etc.) for this type of work.

#### J. Contract Method and Terms

1. Upon review and approval by Clarke County, a purchase order or contract will be issued to Contractor. Receipt of purchase order or contract by Contractor shall be considered the "Notice to Proceed" with starting date indicated.
2. The award shall be based on the contractor's ability to meet all RFP requirements.
3. The Selected Contractor should submit to Clarke County an itemized application for payment as work is completed or one invoice after the successful completion of the project.
4. Vendors should be aware that the County typically does not pay deposits or for work not yet completed.

#### K. Proposal Evaluation

1. During the evaluation process, the audit committee and Clarke County reserve the right, where it may serve Clarke County's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.
2. The County may engage in individual discussions and/or interviews with selected vendors that have been deemed to be fully qualified, responsible, and suitable on the basis of the proposals received.
3. During individual discussions or interviews, the County may request non-binding cost estimates. Information gained during the discussions and/or interviews may be used in the evaluation process.

4. After the discussions/interviews (if needed) are complete, the evaluation team will begin negotiations with the highest ranked firm. If an agreement can not be made with the highest-ranked firm, the team can begin negotiations with the next highest ranked firm, but can not go back and re-open negotiations with the previous firm(s).

L. Independent Contractor.

The selected vendor will be hired as an independent contractor and thus, agrees and understands that they, the vendor and its employees, are not employed by the County of the Clarke or Clarke County Public Schools.

M. Codes, Permits, Fees, License, and Notices

1. None of the terms or provisions of these specifications shall be construed as waiving any other rules, regulations or requirements of authorities.
2. It is the responsibility of the Contractor to obtain and pay for all necessary permits, inspections, licenses and notices.
3. Costs for these shall be the responsibility of the Contractor and shall be included in the estimate or cost of repairs.
4. The Contractor shall supply, when requested, copies of permits and licenses to Clarke County.
5. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

N. Contractor's Duties

1. All work performed under this contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by Clarke County or authorized representative.
2. The Contractor shall immediately upon discovery, bring to the attention of Clarke County any conflicts that may occur among the various provisions of the specifications and plans.
3. Clarke County shall resolve such conflicts and shall be responsible for any cost reasonably incurred by the Contractor due to such conflict.
4. Failure of the Contractor to bring conflicts or exceptions to the attention of Clarke County shall allow Clarke County to require any changes deemed necessary before acceptance by Clarke County.

## II. NATURE OF SERVICES REQUIRED

### A. General

Clarke County is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2025, with the option to audit Clarke County's financial statements for each of the 5 subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

### B. Scope of Work to be Performed

Clarke County desires that the auditor:

1. **Financial Audit.** Examine all County funds, prepare financial statements resulting in an annual financial report, and express an opinion on the fair presentation of that report's general purpose financial statements, and the combining, individual fund, and individual account group financial statements in conformity with generally accepted accounting principles. County funds include the Clarke County Sanitary Authority, the School Board, and the Industrial Development Authority in addition to all other funds.
2. **Cost Allocation Plan.** Develop the County's annual cost allocation plan.
3. **School Activity Fund Audit and Report.** Examine and report on the County's four School Activity funds by September 1 of each year.
4. **Supplementary Information.** The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of federal financial assistance. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

5. **Transmittal to APA.** The Auditor of Public Accounts (APA) requires all localities to complete a Comparative Report Transmittal Form in accordance with the provisions of the Uniform Financial Reporting Manual. The Auditor will prepare the Comparative Report Transmittal Forms for submission to the APA. The Auditor shall conduct agreed upon procedures and issue a report on evaluating management's assertion about whether the Comparative Report Transmittal Forms comply with the requirements of the *Uniform Financial Reporting Manual*. This process must be completed each year, prior to November 30th.
6. **Fraud Detection.** The County wishes to institute an additional component of its annual audit, amounting to approximately 24 hours of the selected firm's audit time, to institute an annual program to detect fraudulent practices. To this end, proposals should include

a recommendation on how such a program could operate, and an all-inclusive hourly rate, provided as a separate deductive alternate.

C. Auditing standards to be followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, the provisions of the Single Audit Act and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Government, & NonProfit Organizations; and the Specifications for Audit 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, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
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. The Auditor is required to test the Sheriff's internal controls, accounts and sources of funds in accordance with the Specifications for Audits of Counties, Cities and Towns, Section 2-8, Sheriff's Internal Controls. Upon conclusion of the Auditors testing, a report is to be issued and submitted to the Auditor of Public Accounts.
6. The Auditor will conduct VRS compliance testing in accordance with the Specifications for Audits of Counties, Cities and Towns, Section 3-7. The Auditor will issue a report and submit to the Auditor of Public Accounts.
7. The auditor will send a "Letter of Communication to those Charged with Governance" in accordance with SAS No. 114.

In the required report on internal controls, the auditor shall communicate any significant deficiency found during the audit. A significant deficiency is a condition 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.

Significant deficiencies that are also material weaknesses shall be identified as such in the report.

Control deficiencies discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report on internal controls.

The reports on compliance shall include all instances of noncompliance.

Irregularities and illegal acts. Auditors shall 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 at least two members of the audit committee.

Reporting to the audit committee. Auditors shall assure themselves that Clarke County's audit committee is informed of 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. Clarke County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
2. Clarke County has determined that the United States Government Accountability Office will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Government, and NonProfit Organizations.

3. The schedule of federal financial assistance and related auditor's report, as well as the reports on internal controls and compliance are to be issued as part of the comprehensive annual financial report.

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 three (3) years, unless the firm is notified in writing by Clarke County 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:

Clarke County

U.S. Government Accountability Office (GAO)

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

Auditors of entities of which Clarke County is a subrecipient of grant funds

Auditors of entities of which Clarke County is a component unit

In addition, the firm shall 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 Person

The auditor's principal contact with Clarke County will be the Director of Joint Administrative Services, or a designated representative, who will coordinate the assistance to be provided by Clarke County to the auditor. The Administrative Services Department is located at 317 West Main Street, Suite B, Berryville, VA 22611 (540-955-6172).

#### B. Background Information

1. Clarke County serves an area of 178 square miles with a population of 15,266.
2. Clarke County's fiscal year begins on July 1 and ends on June 30.
3. Clarke County has a total payroll of \$25,820,603 covering 769 employees (including temps & subs), approximately 421 full-time.
4. Clarke County is organized into 52 departments and agencies. The accounting and financial reporting functions of Clarke County are centralized.
5. The Clarke County Sanitation Authority has an annual budget of \$1,969,051, and zero employees.
6. More detailed information on the government and its finances can be found in budget documents, the Comprehensive Plan and the annual financial reports.

#### C. Fund Structure

Clarke County, including the component unit School Board, uses the following fund types in its annual audited financial report (funds may be merged for financial reporting purposes):

<u>Fund Type</u>	<u>Funds w/Legal</u>	
	<u>Funds</u>	<u>Budgets</u>
General fund	2	2
Special revenue funds	14	3
Debt service funds	2	2
Capital projects funds	3	2
Enterprise funds	2	2
Internal service funds	0	0
Expendable trust funds	0	0
Nonexpendable trust funds	0	0
Pension trust funds	0	0
Agency funds	8	1
Component Unit (School Board)	2	2

D. Budgetary Basis of Accounting

Clarke County prepares its budgets on a basis consistent with generally accepted accounting principles.

E. Component Units

Clarke County is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, Section 2100. Clarke County defines as component units: the School Board, the Clarke County Sanitary Authority, and the Industrial Development Authority.

F. Jointly Governed Organizations

Clarke County participates in the following jointly governed organizations:

<u>NAME OF ORGANIZATION</u>	<u>NAME OF OTHER PARTICIPATING GOVERNMENTS</u>	<u>TYPE OF SERVICE PROVIDED</u>
CFW Adult Detention Center	Frederick County City of Winchester Fauquier County	Detention
Juvenile Detention Center	Frederick County City of Winchester	Detention
Circuit Court	Frederick County City of Winchester	Judicial

G. Magnitude of Finance Operations

The finance and treasury functions are headed by Brenda Bennett and Sharon Keeler, respectively, and together consist of 13 employees. The principal functions performed and the number of employees assigned to each are as follows:

<u>Function</u>	<u>Number of Employees</u>
Payroll	2
Accounts Payable	1
Purchasing	2
Financial Management	3
Revenue Collection/ Cash Management	5

H. Computer Systems

Software

<u>Make</u>	<u>Vendor</u>	<u>Major Applications</u>
MUNIS ASP	Tyler Tech	All except tax revenue
REVENUE ONE	Avenity	Tax Revenue
CAMA	Concise Systems	Real Estate Assessments

I. Availability of Prior Audit Reports

Interested proposers who wish to review prior years' audit reports and management letters should visit:

*[www.clarkecounty.gov/government/joint-administrative-services-finance/budget-financial](http://www.clarkecounty.gov/government/joint-administrative-services-finance/budget-financial)*

#### IV. TIME REQUIREMENTS

##### A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposal issued 02/04/2025

Due date for proposals 02/25/2025

##### B. Notification and Contract Dates (estimates)

Interviews, if needed 3/10/25-3/21/25

Negotiations 3/24/25-3/28/25

Contract date 4/01/2025

##### C. Date Audit May Commence

Clarke County will have all records ready for audit and all management personnel available to meet with the firm's personnel as of June 1, 2025.

##### D. Schedule for the 2025 Fiscal Year Audit (A similar time schedule will be developed for audits of future fiscal years if Clarke County exercises its option for additional audits).

Each of the following should be completed by the auditor no later than the dates indicated.

###### 1. Interim Work

The auditor should complete interim work by June 30, 2025.

###### 2. Detailed Audit Plan

The auditor should provide Clarke County, by July 30, 2025, both a detailed audit plan and a list of all schedules to be prepared by Clarke County.

###### 3. Fieldwork

The auditor should complete all fieldwork by October 15, 2025.

4. Draft Reports

The auditor should have drafts of the audit report[s] and recommendations to management available for review by the audit committee and the chief financial officer by October 31, 2025.

5. Report to Auditor of Public Accounts.

The auditor should make the prescribed report to the Auditor of Public Accounts of the Commonwealth of Virginia by November 30, 2025.

E. Entrance Conferences, Progress Reporting and Exit Conferences (A similar time schedule will be developed for audits of future fiscal years if Clarke County exercises its option for additional audits).

At a minimum, the following conferences should be held by the dates indicated on the schedule:

	<u>Date</u>
Entrance conference with Director of Administrative Services and County Treasurer	June 15
Progress conference with Director and Audit Committee	September 21
Exit conference with Director of Administrative Services and County Treasurer	December 7

F. Date Final Report is Due

**The Auditor shall prepare draft financial statements, notes and all required supplementary schedules and statistical data and submit these to the audit committee by October 31.**

The audit committee will complete their review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the Director of Administrative Services by December 1.

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

### A. Finance Department and Clerical Assistance

The finance staff 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 auditor. In addition 20 hours of clerical support will be made available to the auditor for the preparation of routine letters and memoranda.

### B. Online Financial System Access.

The auditor will be given access credentials to the County's Financial System, including digital versions of invoices, purchase orders, and salary statements. *This system can be accessed remotely from the selected auditor's offices, as well as on site.*

### C. Work Area, Telephones, Photocopying, Internet access, and FAX Machines

Clarke County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to a telephone, photocopying facilities, internet access and facsimile machines.

### D. Report Preparation

Report preparation, editing and printing shall be the responsibility of the auditor.

### E. Preparation of the Comparative Cost Transmittal Report in accordance with APA specifications shall be the responsibility of the Auditor.

### F. Preparation of supplementary information – Trend Analysis Report – shall be prepared annually by the Auditor.

## VI. PROPOSAL SUBMISSIONS

### A. General

#### 1. Inquiries

Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

Mike Legge, Purchasing Manager, 129 Ramsburg Lane, Berryville, VA 22611 (V): 540-955-5148 (E): [purchasing@clarkecounty.gov](mailto:purchasing@clarkecounty.gov).

CONTACT WITH PERSONNEL OF CLARKE COUNTY OTHER THAN MIKE LEGGE, PURCHASING MANAGER, REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

Please email all inquiries to [purchasing@clarkecounty.gov](mailto:purchasing@clarkecounty.gov).

#### 2. Submission of Proposals

The following material should be included in the sealed proposal for a proposing firm to be considered:

a. A master copy (so marked) of a Technical Proposal and 4 copies to include the following:

i. 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.

ii. Table of Contents

iii. Transmittal Letter

A signed letter of transmittal 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 itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for Fiscal year 25.

iv. Detailed Proposal

The detailed proposal should follow the order set forth in Section VI: B of this request for proposals.

v. Executed copies of Proposer Guarantees and Proposer Warranties, attached to this request for proposal (Appendix C and Appendix D)

B. Technical Proposal

1. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of Clarke County in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

The Technical Proposal should address all the points outlined in the request for proposals. 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, items Nos. 2 through 10, should be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of Clarke County as defined by the U.S. General Accounting Office's Government Auditing Standards.

The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving Clarke 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.

In addition, the firm shall give Clarke County written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Virginia.

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Virginia.

The firm shall provide copies of the most recent "System Review Report" issued from the most recent peer review conducted in accordance with the Standards for Performing and Reporting on Peer Reviews.

4. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and 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.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm should also submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall 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.

5. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, and 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 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.

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. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of Clarke County. However, in either case, Clarke County retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of Clarke County, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Prior Engagements with Clarke County

List separately all engagements within the last five years, ranked on the basis of total staff hours, for Clarke County by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

7. Similar Engagements With Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement 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.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement

NO DOLLARS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL

- c. Sample size and the extent to which statistical sampling is to be used in the engagement
- d. Extent of use of EDP software in the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of Clarke County's internal control structure
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance

9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from Clarke County.

10. Report Format

The proposal should include sample formats for required reports.

## VII. Non-Binding Cost Estimate

**Vendors short-listed for an individual discussion or interview will likely be asked to provide a non-binding cost estimate for review by County's evaluation committee. Note that vendors are not asked to submit non-binding cost estimates with their sealed proposals.**

### 1. Total All-Inclusive Non-Binding Cost Estimate

The non-binding cost estimate should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive non-binding cost estimate is to contain all direct and indirect costs including all out-of-pocket expenses.

The first page of the non-binding cost estimate should include the following information:

- a. Name of Firm
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with Clarke County.
- c. A Total All-Inclusive Non-Binding Cost Estimate for the 2025 engagement.

### 2. Rates by Partner, Specialist, Supervisory and Staff Level Times Estimated Hours Anticipated for Each

The second page of the non-binding cost estimate should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix E). The cost of special services described in Section II-E of this request for proposal should be disclosed as separate components of the total non-binding cost estimate.

### 3. Out-of-pocket Expenses Included in the Non-Binding Cost Estimate and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed at the rates used by Clarke County for its employees. All estimated out-of-pocket expenses to be reimbursed should be presented on the second page of the sealed dollar cost bid in the format provided in the attachment (Appendix E). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In addition, a statement must be included in the sealed dollar cost bid stating the firm will accept reimbursement for travel, lodging and subsistence at the prevailing Clarke County rates for its employees.

4. Rates for Additional Professional Services

If it should become necessary for Clarke County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between Clarke County and the firm. Any such additional work agreed to between Clarke County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

5. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month.

## VIII. EVALUATION PROCEDURES

A. Audit Committee

Proposals submitted will be evaluated by an audit committee consisting of members of the Joint Administrative Services Board and/or County staff.

B. Review of Proposals

The evaluation committee will review the proposals and evaluate them based on the criteria described within this document.

After the proposals are reviewed and evaluated, the committee may schedule individual discussions. If a discussion is scheduled, the committee will likely request that the respective vendor provide a non-binding cost estimates as shown in Section VII.

After the discussions are completed, the audit committee will rank the shortlisted vendors. Negotiation with the highest ranked vendor will then begin. If an agreement can not be made with the highest ranked vendor, the committee can begin negotiations with the second highest ranked vendor, but can not reopen negotiations with the previous vendor.

Clarke County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

## C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria (mandatory elements, expertise/experience, and audit approach). Firms meeting the mandatory criteria will have their proposals evaluated for technical qualifications. The following represent the principal selection criteria that will be considered during the evaluation process.

### 1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in Virginia
- b. The firm has no conflict of interest with regard to any other work performed by the firm for Clarke County
- c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal
- d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work

### 2. Technical Quality:

#### a. Expertise and Experience

- (1) The firm's past experience and performance on comparable government engagements
- (2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation

#### b. Audit Approach

- (1) Adequacy of proposed staffing plan for various segments of the engagement
- (2) Adequacy of sampling techniques
- (3) Adequacy of analytical procedures

D. Interview and Presentation

After the initial evaluation review, the evaluation committee may shortlist vendors for discussions. Such discussions will provide firms with an opportunity to answer any questions the audit committee may have. During the discussion, the committee may discuss non-binding cost estimates and discuss the estimates with the respective firm. Information gained during the interview process can be used in the final evaluation process. The final evaluation of the shortlisted interviewed firms will be scored based on the following:

Expertise and Experience  
Audit Approach  
Cost Estimates

E. Final Selection

The Joint Administrative Services Board will select the highest ranked firm with whom a successful negotiation can be reached.

F. 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 Clarke County and the firm selected.

Clarke County reserves the right without prejudice to reject any or all proposals.

## APPENDICES

- A. Findings from Recent External and Internal Audits
- B. List of Key Officials, Office Locations and Telephone Numbers
- C. Proposer Guarantees
- D. Proposer Warranties
- E. Format for Schedule of Professional Fees and Expenses to Support the Total All-inclusive Maximum Price

## APPENDIX A

### FINDINGS FROM RECENT EXTERNAL AND INTERNAL AUDITS

#### External Audits:

<u>Report</u>	<u>Finding</u>	<u>Resolved?</u>
FY 18	None	
FY 19	None	
FY 20	2*	Yes
FY21	2	Yes
FY22	None	
FY23	None	
FY24	None	

\*1. DSS - When the Special Welfare bank account was established, it was not set up as an interest-bearing account

2. DSS - The County did not have procedures in place to reconcile the Special Welfare ledger with the Special Welfare bank account.

APPENDIX B

LIST OF KEY PERSONNEL, OFFICE LOCATIONS AND  
TELEPHONE NUMBER

<u>Name and Title</u>	<u>Location of Office</u>	<u>Telephone</u>
Chris Boies, County Admin	101 Chalmers Court	955-5100
Sharon Keeler, Treasurer	101 Chalmers Court	955-5179
Lisa Cooke, Parks Director	225 Al Smith Circle	955-5140
Dr. Rick Bolling, Superint.	317 West Main St.	955-6100
Brenda Bennett, Finance	317 West Main St.	955-6172
Sarah Shiley, CCSA	129 Ramsburg Lane	955-5185
William Waite, IDA	101 Chalmers Court	955-5107

APPENDIX C

PROPOSER GUARANTEES

The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Section II, Nature of Services Required.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

**APPENDIX D**

**PROPOSER WARRANTIES**

- A. Proposer warrants that it is willing and able to comply with State of Virginia laws with respect to foreign (non-state of Virginia) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of Clarke County.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE FY 2025 FINANCIAL STATEMENTS

	<u>Estimated</u> <u>Hours</u>	<u>Standard</u> <u>Hourly</u> <u>Rates</u>	<u>Quoted</u> <u>Hourly</u> <u>Rates</u>	<u>Total</u>
Partners	—	—	—	—
Managers	—	—	—	—
Supervisory staff	—	—	—	—
Staff	—	—	—	—
Other (specify): _____				
Subtotal _____				

Total for services Described in Section II E of the RFP (Detail on subsequent pages) \_\_\_\_\_

Out-of-pocket expenses:  
Meals and lodging \_\_\_\_\_  
Transportation \_\_\_\_\_  
Other (specify): \_\_\_\_\_

Total non-binding cost estimate for FY 25 audit \_\_\_\_\_

Deductive Alternate: rate/hour for fraud detection program \_\_\_\_\_

Deductive Alternate: Sanitary Authority Audit  
(no separate report required) \_\_\_\_\_

Deductive Alternate: Industrial Development Authority Audit  
(no separate report required) \_\_\_\_\_

*Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.*

APPENDIX E(only for shortlisted firms for discussion/interview stage)  
Page 2

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE 2025 FINANCIAL STATEMENTS:  
COMBINING SCHEDULE - ALL SERVICES  
DESCRIBED IN RFP SECTION II-B

<u>Nature of Service</u>	<u>Total Price</u>	<u>Schedule</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EACH SERVICE DESCRIBED IN RFP SECTION II B SHOULD BE SUPPORTED BY AN INDIVIDUAL SCHEDULE IN THE FORMAT PROVIDED ON THIS PAGE OF THE APPENDIX.**

**Appendix E** (only for shortlisted firms for discussion/interview stage)  
Page 3

SCHEDULE OF ESTIMATED PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE FY 2025 FINANCIAL STATEMENTS:  
SUPPORTING SCHEDULE FOR [NAME OF SERVICE]

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	—	—	—	—
Managers	—	—	—	—
Supervisory staff	—	—	—	—
Staff	—	—	—	—
Other (specify):				
<hr/>				
Subtotal	_____			
Out-of-pocket expenses:	_____			
Meals and lodging	_____			
Transportation	_____			
Other (specify):	_____			
<hr/>				
Total price for [name of service]	_____			

*Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all*

**ATTACHMENT A: REFERENCE FORM**

This form must be completed and returned as part of your bid. Contractors shall provide the following references for four (4) most recent and similar projects.

1. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
2. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
3. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
4. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	



ATTACHMENT B:  
CLARKE COUNTY  
DEPARTMENT OF JOINT ADMINISTRATIVE SERVICES  
PURCHASING DEPARTMENT  
129 Ramsburg Lane Berryville, VA 22611  
Phone (540) 955-5185 Fax (540) 955-0456

**Compliance with Virginia Law for Transacting Business in Virginia.**

The undersigned hereby agrees, if this Bid/Proposal is accepted by Clarke County, for such services and/or items that the undersigned has met the requirements of the Virginia Code Section 2.2-4311.2

Please complete the following by checking the appropriate line that applies and providing the requested information:

A. \_\_\_\_\_ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Bidder/offer is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Bidder/Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

Dr. Rick Bolling  
Superintendent

Dr. Cathy Seal  
Assistant Superintendent



Dr. Jessica Nail  
Director of Curriculum and Instruction

Randy Trenary  
Director of Operations

**Clarke County Public Schools**

317 West Main Street  
Berryville, Virginia 22611

**Phone:** (540) 955-6100    [www.clarke.k12.va.us](http://www.clarke.k12.va.us)

CLARKE COUNTY, VIRGINIA  
RFP #25-0225  
AUDITING SERVICES

ATTACHMENT D - COMPANY CERTIFICATION

The undersigned, on behalf of \_\_\_\_\_  
*(insert company name)*

hereby certifies to the Clarke County School Board and Clarke County Public Schools that any employee of the company who will have direct contact with students on school property during regular school hours or during school-sponsored activities while providing services called for in the contract:

- A. have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

This certification is provided in accordance with the provisions of § 22.1 - 296.1 of the Code of Virginia.

Certification is also made in accordance with § 2.2 - 4311.1 that:

- A. the contractor does not, and shall not during the performance of the contract for goods and services, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

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

\_\_\_\_\_  
Printed Name and Title of Person Making Certification

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

\_\_\_\_\_  
Fax: \_\_\_\_\_

Service(s) Provided: \_\_\_\_\_

ATTACHMENT D:  
COUNTY OF CLARKE GENERAL TERMS AND CONDITIONS

**These General Terms and Conditions are required for all sealed and unsealed written solicitations issued by the County of Clarke. The County of Clarke includes the Clarke County Board of Supervisors and General Government, the Clarke County School Board and School System, and all other agencies, boards, and commissions under the fiscal direction of the Clarke County Board of Supervisors.**

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A. **COMPETITION INTENDED:** It is Clarke County’s intent that this document permits competition. It shall be the prospective bidder’s responsibility to advise the Director of Joint Administrative Services in writing if any language requirements, specifications, etc., or any combinations thereof, inadvertently restrict or limit the requirements stated in this document to a single source. The Director of Joint Administrative Services must receive such notification not later than ten (10) calendar days prior to the date set for the bids to close.

B. **INQUIRIES:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder shall contact the Director of Joint Administrative Services, no later than seven (7) days before the due date.

Any changes after the bid is advertised will be official only when submitted in writing and signed by the Director of Joint Administrative Services.

Any and all changes will be made by addendum and sent to all recorded holders of the bid documents.

All addenda issued will become part of the bid.

For a list of specific persons available to discuss this bid, see Points of Contact.

- C. **INCONSISTENCY IN PROVISIONS:** In the event there are inconsistencies between the General Terms and Conditions and any other schedules contained herein, the first shall govern.
- D. **COOPERATIVE PURCHASING:** It is the desire of Clarke County that all other jurisdictions be allowed to “ride the bid” and enter in to a contract with any successful Contractor chosen by Clarke County, based on mutual agreement between successful Contractor(s) and other jurisdiction(s).

If this bid is used as a cooperative IFB issued by Clarke County, the following would apply:

- 1. Clarke County is acting as the “Contracting Agent” for the jurisdictions concerned and shall not be held liable for any costs, damages, etc., incurred by any other jurisdiction.
- 2. Each jurisdiction will execute its own purchase orders with the Contractor(s) and be invoiced accordingly, in accordance with each jurisdiction’s purchasing policy and procedures.
- 3. For copies of other jurisdictions’ terms and conditions, Contractor must contact them.

- E. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Article 6 of the Virginia Public Procurement Act (VPPA) as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered in to by Clarke County. A copy of these provisions may be obtained from the Director of Joint Administrative Service upon request.

By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or Subcontractor in connection with their bid, and that they have not conferred to any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The provisions referenced above supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.2-3100 et. Seq.). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act. To the extent that violations of the ethical standards of conduct constitute violations of the Code of Virginia, they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth.

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Clarke County, all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the anti-trust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Clarke County, under said contract.

Consistent and continued tie bidding could cause rejection of bids by Clarke County and/or investigation for anti-trust violations.

- F. **TAX-EXEMPT STATUS:** Since municipalities and school districts are exempt from all direct federal and state taxes, Clarke County is tax-exempt and will provide a tax-exempt certificate upon request. Contractor is responsible for paying any and all taxes on any purchases that it directly makes.
- G. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. All Court proceedings shall be held in the Commonwealth of Virginia. The contractor shall comply with all applicable federal, state and local laws, rules, ordinances, and regulations.
- H. **FIRM BID PRICING:** Clarke County requires the bid price remains firm for ninety (90) days after date of the bid opening, during which period bids may not be withdrawn. “Discount from list” bids are not acceptable unless requested.
- I. **TIE BIDS:** The Joint Administrative Services Department and all other departments of Clarke County making purchases of services, supplies, material or equipment, shall, in making purchases of same, give preference to services, supplies, material or equipment sold by Clarke County and the State of Virginia vendors, in that order, in all cases of tie bids, quality and service being equal.
- J. **ANTI-DISCRIMINATION:** Every individual or firm bidding must be an Equal Opportunity Employer as defined by federal law and the Code of Virginia, Virginia Public Procurement Act as amended: “Section 2.2-4311, Employment Discrimination by Contractor Prohibited” which reads:

All public bodies shall include in every contract of more than \$10,000 the following provisions:

- 1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. 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.

K. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

L. DEBARMENT STATUS: By submitting a bid, the bidder certifies that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any City, Town, or County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

M. RESPONSE FORM PROCEDURES:

1. Response Forms must be signed and received at the Purchasing Office, before the opening hour.

2. Sealed Bids and Sealed Proposals offered by fax and or telephone will not be accepted.

3. Quotes offered by fax will be accepted; however, telephone quotes will not be accepted.

4. All Response Forms delivered in person must be delivered to the Purchasing Office.

5. In submitting a Response Form, the bidder signifies that he/she is fully informed as to the extent and character of the supplies, materials, equipment and/or services necessary to perform this project in accordance with all documents constituting the bid and will comply satisfactorily with the bid documents.

6. Further, the bidder signifies that when necessary he/she has inspected the site on which the work shall be done and is aware of all conditions affecting the execution of the work contained within the bid documents. Failure to visit the site will in no way relieve the successful bidder from performance under the contract.

7. All information required by the solicitation must be supplied to constitute a responsive bid. All information submitted including prices should be typed so as to insure legibility. However, the bidder's signature shall be handwritten in ink in order for the bid to be considered.

8. The bidder expressly warrants that the price or prices quoted herein are not the result of an agreement or understanding expressed or implied with any other bidder or bidders.

9. By submitting a Response Form, bidders certify that they are not currently debarred by Clarke County from submitting bids, proposals or quotes on contracts, nor are they an agent of any person or entity that is currently debarred by Clarke County from submitting bids, proposals or quotes.

10. Any Response Form submitted with corrections must have corrections initialed by the person who signed the original. The unit price will prevail in the event an error is made in computing totals.

11. All prices for materials are to be F.O.B. Destination, prepaid and allowed. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order, commodity description, and quantity.

12. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his/her right, title, or interest therein, or his/her power to execute written consent of Clarke County.

13. Bidders are encouraged to have a representative at the bid opening if information on the bids submitted is desired.

14. Bids will be opened at the advertised local prevailing time, but Clarke County officials reserve the right to take sufficient time to study the various bids and then make the awards. Bids will be awarded as promptly as possible after the closing date.

15. Unless otherwise specified, Response Forms must be submitted in triplicate and will be received at:  
Clarke County Purchasing Office

129 Ramsburg Lane  
Berryville VA 22611

16. Sealed Bid envelopes must be clearly marked, with the IFB number and project name, on the outside, lower left corner as follows:

**Sealed Bid – Do Not Open**

**IFB #** \_\_\_\_\_  
**PROJECT NAME** \_\_\_\_\_

17. Sealed Bids will be received up to the advertised time and date at the Clarke County Purchasing Office and at the appointed time will be opened publicly and read allowed. The clock on the Purchasing Office's wall will be used to log the time each bid/proposal is received.
18. If more than one bid opening is held the same date, bids will be opened in succession as numbered and lettered (A, B, C, etc.).
- a. Late bids will not be accepted. Bids received in the mail will be returned to the bidder unopened (provided properly sealed and marked as indicated above). Failure to comply with conditions set forth herein may result in removal of bid (all/part) from consideration.
  - b. All contracts, unless otherwise specifically stated, shall provide materials/commodities in new, first class condition, fresh stock, latest model, design or pack. This shall include any containers suitable for shipment, usage and/or storage unless otherwise indicated within this document. Verbal agreements to the contrary will not be recognized.
  - c. Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specifications and which are clearly necessary for the completion of such equipment and its appurtenance shall be considered a part of such equipment although not directly specified or called for in the specifications.
  - d. By law, Clarke County will not receive any materials, products, or chemicals that may be hazardous to an employee's health, unless accompanied by a Material Safety Data Sheet (MSDS) when products and/or chemicals are received. **MSDS must be submitted to Clarke County in triplicate.**

**N. BID WITHDRAWALS**

1. A bidder, for contract other than for public construction, may request withdrawal of his/her bid before award, by submitting a written request to the Director of Joint Administrative Services.
2. After bid/proposal opening, corrections shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the price actually intended. After the opening, no changes in prices or other provisions of bids/proposals prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder/offeror alleging a material mistake of fact may be permitted to withdraw its bid/proposal if:
  - a. the mistake is clearly evident on the face of the bid/proposal document but the intended correct bid/proposal is not similarly evident; or
  - b. the vendor submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Director of Joint Administrative Services.
3. If bid bonds were tendered with the bid, Clarke County may exercise its right of collection. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder in which the ownership of the withdrawing bidders is more than five percent (5%).
4. If a bid is withdrawn under the authority of this paragraph, the lowest qualified remaining bid shall be deemed to be the low bid.
5. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Director of Joint Administrative Services.
6. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or to 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 bid was submitted.

**O. AWARD SPECIFICS**

1. Clarke County reserves the right to accept, reject and/or cancel all or any part of any Response Form, and to waive minor technicalities.
2. Awards will be made to the lowest responsive and responsible bidder(s), provided services and quality are considered to be equal to (or better than) that offered by other bidders, and the right is reserved to make the award to other than the lowest bidder when it is in the best interest of Clarke County. Further, Clarke County will be the sole judge as to conditions affecting such interest.
3. Clarke County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and/or furnish the item(s), and the bidder shall furnish to Clarke County all such information and data for this purpose, as may be requested.
4. Clarke County reserves the right to inspect bidder's physical facilities before award to satisfy questions regarding the bidder's capabilities.
5. Clarke County further reserves the right to reject any bid, proposal or quote if the evidence submitted by, or investigations of, such bidder fails to satisfy Clarke County, that such bidder is properly qualified to carry out the obligations of the contract and to complete the work and/or furnish the item(s) contemplated therein.
6. Clarke County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services confirm to the specification.
7. A contract shall not be assignable by the Contractor, in whole or part, without the written consent of Clarke County.
8. Unless otherwise specified, the right is reserved to make award based on all work and/or items, or on any part of work/items, whichever is in the best interest of Clarke County.
9. The right is reserved to cancel any contract and reject deliveries of any products or materials not in accordance with the specifications. All returns or exchanges will be at the Contractor's expense. Clarke County shall be the sole and final judge.
10. The Contractor shall pay all sales, consumer, use and other similar taxes for work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.
11. The right is reserved to decide when a deviation from specifications is of sufficient consequence, when measured against the purpose for which the item will be purchased, to justify including it for consideration. Clarke County shall be the sole and final judge.
12. Should the delivery of any part of an order be delayed beyond time specified, or should any portion of the products delivered fail to comply with the specifications, Clarke County shall have the right to buy at market price for immediately delivery, and any excess cost of same over the price named herein is to be paid by the Contractor or deducted from any money due him/her thereafter.
13. If delay is foreseen, the Contractor shall give thirty (30) days prior written notice to the Director of Joint Administrative Services. Clarke County has the right to extend delivery date if reasons appear, in the sole discretion of Clarke County, to be valid. The Contractor must keep Clarke County advised at all times of status of order.
14. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Joint Administrative Services Department to purchase supplies, equipment or services elsewhere and charge the full increase in cost and handling to the defaulting Contractor.
15. **The Joint Administrative Services Department will permit NO SUBSTITUTIONS OR CANCELLATIONS after award without written approval.**
16. When Clarke County notifies a bidder, in writing, of its acceptance of the bidder's price(s) of any goods or services, this notification will signify the effective date of the acceptance of this contract.
17. Cancellation of a contract for any reason may result in the removal of the successful bidder's name from the mailing list for future bidding. If the cancellation is for non-performance of the contract, such cancellation may be at the successful bidder's expense.
18. All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Office before final payment on the contract is made. Unless otherwise stated, the manufacturer's standard warranty applies.

P. JUSTIFICATION FOR TERMINATION

1. Clarke County may terminate this contract in whole or part whenever the Director of Joint Administrative Services shall determine that such a termination is in the best interest of Clarke County.

2. Any such termination shall be effected by delivery to the Contractor at least ten (10) business days prior to the termination of a written Notice of Termination specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective.
3. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit or unperformed services.
4. 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 Clarke County until said work or service is completed and accepted.
5. Possible reasons for termination are:
  - a. Termination for Convenience – in the event this contract is terminated or cancelled upon request and for the convenience of Clarke County, without the required ten (10) days advance written notice, then Clarke County shall negotiate reasonable termination costs, if applicable.
  - b. Termination for Cause – termination by Clarke County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived in the event of Termination for Cause.
  - c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years – when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

Q. DRUG FREE WORKPLACE: Every individual or firm bidding must be an Equal Opportunity Employer as defined by federal law and the Code of Virginia, Virginia Public Procurement Act as amended: “Section 2.2-4312, Drug-free Workplace to be Maintained by Contractor; Required Contract Provisions” which reads:

All public bodies shall include in every contract over \$10,000 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, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

R. INSURANCE REQUIREMENTS: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors, at any tier, will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Please note the below insurance requirements are guideline minimum amounts only, and, depending on the goods/services required, may be increased or decreased. **Any changes in insurance requirements will be referenced within this document, under Specific Reference to General Terms and Conditions.**
2. The successful bidder shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of Clarke County by the bidder, his/her agents, representatives, employees or Subcontractors.
3. Actual proof of coverage as contained herein shall be submitted to Clarke County Purchasing Office within five (5) days after award has been made and before any work starts, services are provided, or goods are delivered.
4. The bidder shall maintain such coverage for the duration of the contract period for “occurrence” policies. “Claims made” policies must be in force, or that coverage purchased, for three (3) years after contract completion date.
5. The Certificate of Insurance shall be properly completed as follows:

- a. It shall name “Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear)” as “Certificate Holder”.
- b. It shall list “Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear) added as an additional insured” under “Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions”.
- c. This provision may not apply to Professional Liability or Workers’ Compensation/Employers’ Liability.

6. **The Certificate of Insurance shall be for a minimum of the following:**

a. **Worker’s Compensation- Statutory requirements and benefits.** Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of Clarke of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

b. **Employer’s Liability - \$100,000**

c. **General Liability – per occurrence \$1,000,000.00**

This coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Bodily Injury and Property Damage, Personal and Advertising Injury, and Commercial General Liability form including Products/completed Liability Operations.

d. **Automobile Liability – per occurrence \$1,000,000.00**

Coverage shall be sufficient to cover all vehicles owned, used or hired by the bidder, his/her agents, representatives, employees and/or Subcontractors.

e. **Product Liability \$1,000,000.00**

Refer to General Liability above.

f. **Professional Liability/Errors and Omissions Coverages are required when soliciting those services as follows:**

<b><u>Profession/Service</u></b>	<b><u>Limits</u></b>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,350,000 per occurrence, \$7,050,000 aggregate
**(This complies with §8.01-581.15 of the Code of Virginia)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- 7. The Contractor’s insurance company shall provide thirty (30) days written notice to Clarke County before any cancellation, suspension, or void of coverage, in whole or part, where such provision is reasonable.
- 8. **Contractor shall be responsible for making sure any/all Subcontractors each provide a Certificate of Insurance and meet all of Clarke County’s insurance requirements.**

9. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by Clarke County. At the option of Clarke County, either the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to obtain a bond guaranteeing payment of losses and related claims expenses.
10. Failure to comply with any reporting provisions of the policy(ies) shall not affect coverage provided to Clarke County, its officers/officials, agents, employees and volunteers.
11. The insurer shall agree to waive all rights of subrogation against Clarke County, its officers/officials, agents, employees and volunteers for any act, omission or condition of premises by which the parties may be held liable by reason of negligence.
12. The bidder shall furnish Clarke County with the Certificate(s) of Insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(ies) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached.
13. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than A: VII. If A.M. Best rating is less than A: VII, approval must be received from the Director of Joint Administrative Services.
14. All coverage designated herein shall be as broad as the Insurance Services Office ((SO) forms filed for use with the Commonwealth of Virginia.

#### S. BOND REQUIREMENTS

1. **Any necessary bonds will be referenced within this document, under Specific Reference to General Terms and Conditions** and the requirements are outlined below.

- a. **Bid Bonds** – Each bidder shall accompany their bid with a bid bond or certified check in the amount of five percent (5%) of the amount bid. Such bond shall serve as liquidated damages and be forfeited in the event the successful bidder fails to enter into the contract.

If a bid bond is required and stated in an invitation for bid and a bidder submits a bid without a bid bond, the bidder will be considered non-responsive and shall be disqualified.

- b. **Performance and Payment Bonds** – The successful Contractor shall furnish both a performance and payment bond, each in the amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract.
- c.) One or more surety companies authorized to do business in Virginia shall execute each of the bonds and the contractor shall select the surety company. Required bonds shall be payable to the County.

3. **Any other special bonding requirements will be listed under Specific Reference to General Terms and Conditions.**

4. All bonds shall be obtained at bidder's expense and shall be included in the bid price.

#### T. PERMITS AND LICENSES

1. Clarke County will attempt to make reference, within this document, to any necessary permits and licenses under Special Terms and Conditions. However, the contractor is ultimately responsible for ensuring that he/she has all the required permits and licenses.
2. For convenience purposes only, the following most commonly required permits and licenses are listed with their respective contact information.

Clarke County Building Permit  
Per instructions from Building Department Office  
Phone 540-955-5112

Clarke County Business License  
Per instructions from Commissioner of the Revenue's Office  
Phone 540-955-5108

Virginia State Contractor's License  
Per VA Board for Contractors Statutes Title 54.1, Chapter 11  
Phone 804-367-8500

Town of Berryville Since some of the county and school property is located within the limits of the Town of Berryville, Contractor is advised to check with the Town office to see what permits and licenses might be required for those projects. The Town Office phone number is 540-955-1099.

**3. Clarke County does not waive any fees involved** in securing Clarke County (or any other) permits. Any required permits and licenses are to be obtained at bidder's or Contractor's expense and to be included in the bid price.

4. All permit/license numbers must be indicated on or attached to the Response Form of this document.

#### U. PAYMENTS TO CONTRACTOR

1. Contractor warrants having clear title to all materials and supplies by submission of invoice being presented for payment.
2. All submitted invoices shall reflect the contract number and/or purchase order number, a detailed itemized breakdown of all charges, and (unless otherwise specified) shall be delivered to:

**Clarke County Accounts Payable  
317 West Main Street, Suite B  
Berryville VA 22611**

**(v) 540-955-6171 (f) 540-955-0676**

- a. All submitted invoices shall show payer identification as follows:
- b. Individual Contractors shall provide social security number.
- c. Proprietorships, Partnerships and/or Corporations shall provide their federal employer identification number.
- d. Payment will be made thirty (30) days after receipt of proper invoice, or thirty (30) days after receipt of all goods or inspection and acceptance of work, whichever is later.
- e. Payment shall not preclude Clarke County from making a claim for adjustment on any item later found not to have been in accordance with the contract.
- f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County of Clarke shall promptly notify the contractor as to those charges that it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.
- g. Materials delivered shall be installed prior to invoicing, or else surety is to be provided.

#### V. PAYMENTS TO SUBCONTRACTORS

1. Any mention of the term "subcontractor(s)" in this section shall include any and all sub-tier Contractors.
2. A Contractor awarded the contract under this solicitation is hereby obligated to:
  - a. Pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from Clarke County for the proportionate share of payment received for work performed by the Subcontractor(s) under the contract or to notify Clarke County and the Subcontractor(s), in writing of the Contractor's intention to withhold payment and the reason.
  - b. Pay the Subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Clarke county, except for amounts withheld as stated above.
  - c. The date of mailing of any payment by U. S. mail is deemed to be payment to the addressee.
  - d. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation on the part of Clarke County.
  - e. By submitting an invoice, the contractor agrees that all subcontractors have been paid or will be paid and the Contractor shall be responsible for resolving any and all claims submitted by the subcontractors.

#### W. DISPUTES

1. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) calendar days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based.
2. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

#### X. PROTEST OF AWARD OR DECISION TO AWARD

1. Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest, in writing, to the Director of Joint Administrative Services, no later than ten (10) calendar days after the award announcement or decision to award, whichever occurs first.
2. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror.
3. Written protest shall include basis for the protest and relief sought.

#### Y. USE OF BRAND NAMES

1. Unless otherwise provided within this document, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer names; it conveys the general style, type, character, and/or quality of the article desired, and any article which Clarke county in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.
2. Any catalog, brand name or manufacturer's reference used in the bid invitation is descriptive – not restrictive – it is to indicate the type and quality desired.
3. Bids on brands of like nature and quality will be considered.
4. If other than brand specified is offered, illustrations and complete description (manufacturer, brand or trade name, catalog number, etc.) must be submitted with bid. Please note that samples may be required.
5. If bidder makes no other bid and takes no exception to the specifications or reference data, the bidder will be required to furnish brand names, numbers, etc., as specified.
6. Bidders, by their signature and submission of bid, certify that any/all item(s) bid upon meet and/or exceed the specifications.

#### Z. PAYMENT OF CLARKE COUNTY TAXES

1. All bidders located or owning property in Clarke County shall assure that all real and personal property taxes are paid before submitting a bid.
2. Clarke County will verify payment of all real and personal property taxes by the successful bidder before the award of any contract.

#### AA. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

1. Clarke County is required to comply with state and federal disability legislation: §504 of The Rehabilitation Act (RA) of 1973, The Americans with Disabilities Act (ADA) for 1990 Title II, and the Virginians with Disabilities Act (VDA) of 1990.
2. Specifically, Clarke County may not, through its contractual and/or financial arrangements, directly or indirectly, avoid compliance with Title II of the ADA, Public Law 101-336, which prohibits discrimination on the basis of disability by public entities.
3. Subtitle A protects qualified individuals with disability from services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the RA 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 ADA. The VDA of 1990 follows the RA of 1973, Section 504.

#### BB. CONTRACT QUANTITIES

1. The quantities specified in this document are estimated only, and are given for the information of bidders and not for the purpose of bid evaluation. They do not indicate the actual quantity to be ordered, since such volume will depend upon requirements that develop during the contract period.
2. Quantities shown shall not be construed to represent any amount which Clarke County shall be obligated to purchase under the contract, or relieve the Contractor of obligation to fill all orders placed by Clarke County.
3. No bid will be considered which stipulates that Clarke County shall guarantee to order a specific quantity of any item.

CC. DEVIATIONS: If there is any deviation in any bid from that prescribed in the Scope of Services, the appropriate line in the Scope of Work/Services shall be ruled out and the substitution clearly indicated and submitted with the Bid Response Form. Clarke County reserves the right to determine the responsiveness of any deviation(s).

DD. SAFETY

1. All Contractors and Subcontractors performing services for Clarke County are required to 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.
2. 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.

EE. HOLD HARMLESS CLAUSE: Bidders shall provide that, during the term of this contract, including any warranty period, for the firm indemnifying, defending and holding harmless of Clarke County, its officials, employees, agents, 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 Contractor's employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The bidder also agrees that this clause shall include claims involving infringement of patent or copyright.

FF. REFERENCES: All bidders shall include with their Response Form a list of current references for whom comparable work has been performed or to whom comparable goods have been provided. A separate attachment has been provided and must be completed entirely and returned with the bid. Failure to include Reference Form may be ample cause for rejection of bid as non-responsive.

GG. FEDERAL/STATE LAWS AND COUNTY ORDINANCES: Any and all Federal and Commonwealth of Virginia Laws and County Ordinances that are not referenced or stated in the County's General Terms and Conditions shall apply to all contracts/orders.

HH. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Clarke all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchases or acquired by the County of Clarke under said contract.

II. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County of Clarke, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

JJ. TYPES OF CONTRACT CLAUSES THAT THE COUNTY SHALL ATTEMPT TO REMOVE FROM VENDOR CONTRACTS. Some, but not all, examples of clauses that may delay or stop a contract from being signed are shown below:

- a. The County shall attempt to remove late fee clauses.
- b. The County shall attempt to remove one-time fee clauses, such as administrative, restocking, and documentation fees.
- c. The County shall attempt to remove clauses involving the adjustment of payments due on a fixed-price contract (without prior County approval).
- d. The County shall attempt to remove clauses that provide the vendor with an automatic renewal of a contract unless County notification is provided within a particular time frame.
- e. The County shall attempt to remove clauses where the County is asked to reimburse a vendor for its expenses to refurbish equipment or materials that have been leased by the County to ensure that the vendor can resell or release the item.

- f. The County shall attempt to remove clauses where the County is asked to provide a security deposit.
- g. The County shall attempt to remove any clauses that disclaim warranties.
- h. The County shall attempt to remove any clauses that put time constraints on the County's right to file legal action.
- i. The County shall attempt to remove indemnity clauses from all contracts. If the complete removal of an indemnity clause can not be agreed upon, the County shall ensure that the maximum amount of liability is satisfactory. The County also may attempt to include its own indemnity clause in which the County's maximum amount of liability is clearly stated.
- j. The Clarke County Treasurer must approve any contract that allows a vendor to directly debit/charge the County's bank account.
- k. All Court proceedings shall be held in the Commonwealth of Virginia.

When a specific contract clause can not be agreed upon, the County reserves the right to end negotiations with the respective vendor and begin negotiations with another vendor.

KK. SEVERABILITY OF CONTRACT: In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

LL. The County reserves the right to waive or amend any of its General Terms and Conditions if the Purchasing Agent and/or Joint Administrative Board deem it to be in the best interest of the County.

END OF GENERAL TERMS AND CONDITIONS  
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