

**REQUEST FOR PROPOSAL**

**RFP NUMBER: 15-04**

**RFP SUBJECT: AUDITING SERVICES**

**OPTIONAL PRE-PROPOSAL MEETING: FEBRUARY 12, 2015, AT 10:30 AM  
AT VIENNA TOWN HALL**

**PROPOSALS SHOULD BE SUBMITTED TO:**

Purchasing Office  
Town of Vienna  
127 Center Street, S.  
Vienna, Virginia 22180

**SEALED PROPOSALS**

**DUE DATE AND TIME: FEBRUARY 20, 2015 AT 11:00 AM**

ALL INQUIRIES SHOULD BE MADE IN WRITING TO GINA GILPIN, PURCHASING AGENT, AT [ggilpin@viennava.gov](mailto:ggilpin@viennava.gov)

BY **FEBRUARY 17, 2015 AT 2:00 PM.**

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

**NAME & ADDRESS OF FIRM:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EEI/FIN NO: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Date)

TELEPHONE NO: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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**SECTION 1.**

**ADVERTISEMENT**

Sealed proposals will be received by the Town of Vienna, Virginia at the Purchasing Office, 127 Center Street, South, Vienna, Virginia 22180, for

- **RFP 15-04 AUDITING SERVICES**
- **PROPOSALS DUE: FEBRUARY 20, 2015 at 11:00 AM**
- **OPTIONAL PRE-PROPOSAL MEETING: FEBRUARY 12, 2015 at 10:30 AM at Vienna Town Hall**

On the above proposal due date and at the time specified, proposals so received will be publicly opened and logged.

PUBLICATION:  
Washington Times  
February 3, 2015

**SECTION 2. INTRODUCTION**

**A. General Information**

The Town of Vienna, VA is requesting proposals from qualified firms of certified public accountants to audit its financial statements for fiscal years ending June 30, 2015 through June 30, 2020, to be performed in accordance with generally accepted governmental auditing standards, set forth for financial audits in the "Specifications for Audit of Public Accounts", Commonwealth of Virginia.

There is no expressed or implied obligation for the Town of Vienna to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

**An optional pre-proposal conference for all firms interested in submitting a proposal will be held on February 12, 2015, at 10:30 AM at Vienna Town Hall, 127 Center Street S, Vienna, VA 22180.**

The Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2014 is available on the Town's website [www.viennava.gov](http://www.viennava.gov) under Departments>Finance>Financial Reports. Hard copies are available by request. Any inquiries concerning the request for proposals should be addressed to the Purchasing Agent via email at [ggilpin@viennava.gov](mailto:ggilpin@viennava.gov)

To be considered, **(1) one original and (3) three copies** of each proposal, individually bound, along with a completed RFP cover page, must be received by the Purchasing Agent at:

Town of Vienna  
Purchasing  
127 Center Street, South  
Vienna, VA 22180

**by 11:00 a.m. on February 20, 2015.** The Town reserves the right to reject any or all proposals submitted. Proposals submitted will be reviewed by an evaluation committee convened for such purpose.

During the evaluation process, the evaluation committee and the Town of Vienna reserve the right, where it may serve the Town's best interest, to request additional information or clarifications from offerors, or to allow corrections of errors or omissions. At the discretion of the special committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

**SECTION 3. TENTATIVE RFP SCHEDULE**

2/3/15	Advertise RFP
2/12/15	Optional Pre-Proposal Conference
2/20/15	Proposals due by 11:00 AM
2/23/15	Proposals forwarded to Evaluation Committee
3/2/15	Evaluations due to Purchasing
3/9/15	(Week of) Interviews/Presentations, if necessary
4/13/15	Recommendation to Town Council for Award

## RFP 15-04 AUDITING SERVICES

### SECTION 4. COMMENCEMENT OF AUDIT WORK TO COMPLETION OF FINAL REPORTS

<b><u>By:</u></b>	<b><u>Activity</u></b>
6/1	As early as possible, submission to Finance Director a client's package consisting of all support schedules, listings, analysis work, etc., needed of Finance staff.
7/15	Preliminary work consisting of testing of inventories where appropriate, mailing of confirmations for receivables and investments, reviewing of listings of receivables, etc.
7/20	Records available for commencement of first post-closing audit work by audit team.
10/31	Completion of post-closing work and exit conference with Finance Director.
11/15	Submission of two printed "draft" copies of financial statements, notes, and auditors' reports thereon by the firm to the Town.
11/30	Transmittal forms and opinion to Auditor of Public Accounts
12/15	Twenty-five (25) printed and bound copies of final audit reports, including management letter, one unbound copy, and a PDF file copy due to the Town.
12/15	Auditor presentation of CAFR to Council
1/15	Filing to Federal Audit Clearing House

**NOTE:** Changes in time requirements for the commencement of work to completion of final reports must be approved by the Finance Director in advance.

### SECTION 5. NATURE OF SERVICES REQUIRED

#### A. **General**

The Town of Vienna is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2015 through June 30, 2020, with the option, subject to the above-mentioned qualifications in Section 2, Subsection B, to audit the Town's financial statements for each of the three 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**

The independent auditors will examine all funds of the unit in accordance with generally accepted government auditing standards, the standards for financial audits contained in the U.S. General Accounting Office's Government Auditing Standards, Office of Management and Budget Circular A-133 Audit of States, Local Governments and Non-Profit Organizations where applicable, and the Specifications for Audit of Counties, Cities and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The examination shall result in the preparation of financial statements from the audited record of the unit with the auditors' opinion thereon. The auditors' opinion shall be unqualified unless the auditors furnish to the

unit, on a timely basis, their reasons for qualifying the opinion, disclaiming an opinion or rendering an adverse opinion.

The Auditor shall issue a report on internal controls to the governing body containing recommendations to strengthen internal controls should such be necessary.

The Auditor of Public Accounts requires all localities to complete transmittal forms in accordance with the provisions of the Uniform Financial Reporting Manual for Virginia Counties and Municipalities. An opinion from the auditor must be rendered on these forms and submitted along with the forms to the Auditor of Public Accounts. The auditor must prepare the required forms, render an opinion thereon, and submit same to the Auditor of Public Accounts not later than November 30 of each year.

The auditor shall comply with SAS 112 in regards to reports to management and may be required at the Council's request to answer questions regarding the audit. The firm will be required to prepare all statements, schedules, charts, and notes required by GASB but within compliance with SAS 112 except as otherwise prepared by Town staff at the discretion of the Director of Finance.

All working papers and reports must be retained, at the auditor's expense, for a minimum of five years after completion of an audit unless the firm is notified in writing by the Town of Vienna of the need to extend the retention period. Upon completion of the audit, the auditor will be required to furnish the Town with one copy of the working papers for the Town's internal use only. In addition, the auditor will be required to furnish the Town with a copy of all adjusting and reclassifying entries using Town of Vienna account numbers.

The firm shall provide the Town of Vienna with twenty-five (25) printed and bound copies of the Comprehensive Annual Financial Report (CAFR) plus one unbound copy, and the CAFR in PDF format by December 15<sup>th</sup> each year. The firm shall provide draft responses to the Government Finance Officers Association's (GFOA) comments and otherwise assist the Director of Finance in the Town's official response as may be required.

**SECTION 6. DESCRIPTION OF THE GOVERNMENT**

**A. Contact Person**

The auditor's principal contact with the Town of Vienna will be the Finance Director, Karen Spence, or a designated representative, who will coordinate the assistance to be provided by the Town to the auditor.

**B. Background Information**

The Town encompasses an area of 4.41 square miles and has an approximate population of 15,687. The governing body is an elected at-large six member Town Council and a Mayor. A Town Manager, Town Attorney and Town Clerk are appointed by and report to the Town Council. Organizational units of the Town government are under the direction of the Town Manager. The Town has a work force of 178 employees. The Town's fiscal year begins on July 1st and ends on June 30th.

The Town maintains four major funds: the General Fund, the Debt Service Fund, the Capital Project Fund and the Special Transportation Fund. The Town also maintains non-major funds for Stormwater Management and the Northern Virginia Regional Gang Task Force, and a proprietary fund for Water and Sewer Services. The Town Council adopted a FYE 2015 budget as follows:

General Fund	\$22,590,440
Debt Service	\$ 2,702,640

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Water and Sewer	\$ 7,121,000
Stormwater	\$ 245,540

Information as of 6/30/14 for the other funds are as follows:

Capital Projects assigned fund balance	\$12,678,854
Northern Virginia Regional Gang Task Force restricted fund balance	\$ 627,123
Special Transportation fund restricted cash balance	\$ 504,558

**C. Fund Structure**

The Town of Vienna uses the following fund types and account groups in its financial reporting:

FUND TYPE/ACCOUNT GROUP	NUMBER OF INDIVIDUAL FUNDS	NUMBER WITH LEGALLY ADOPTED ANNUAL BUDGETS
General Fund	1	1
Special Revenue Funds	1	1
Debt Service Funds	1	1
Capital Projects Funds	7	*
Enterprise Funds	1	1
Internal Service Funds	1	0
Expendable Trust Funds	0	0
Nonexpendable Trust Funds	0	0
Pension Trust Funds	2	0
Agency Funds	1	1
Gen. Fixed Assets Acct Group	1	0
Gen L.T. Debt Acct Group	1	0

\* Budgets adopted as bond funds are finalized.

**D. Federal and State Assistance**

During each fiscal year the Town of Vienna receives various types of federal and state financial assistance.

**E. Retirement and Pension Plans**

(1) Defined Benefit Pension Plan - VA Retirement System

The Town contributes to the Virginia Retirement System (VRS), an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for political subdivisions in the Commonwealth of Virginia. The Town payroll for employees covered by VRS for the year ended June 30, 2014, was \$11,110,675.

(2) Defined Benefit Pension Plan - Local Government

The Town contributes to the Local Retirement Pension Plan, a single-employer defined benefit public employee retirement system. The Local Retirement Pension Plan is considered part of the Town of Vienna reporting entity and is included in the Town's financial report as a

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pension trust fund. This plan was closed to new entrants in 2006. In addition, the Town has provided a defined contribution plan administered by the ICMA Retirement Corporation.

### (3) Defined Benefit Pension Plan - Police Department

The Town contributes to the Police Retirement Pension Plan, a single-employer defined benefit public employee retirement system. The Police Retirement Pension Plan is considered part of the Town of Vienna reporting entity and is included in the Town's financial reports as a pension trust fund.

## **F. Volume of Transactions and Value of Inventories**

Approximate annual volume based upon transactions through June 30, 2014

Number of checks:

Accounts payable	5,400
Payroll	7,700
Number of journal vouchers	1,200
Number of utility bills mailed	38,000
Number of real estate properties billed	5,900
Number of restaurants filing meal tax returns	85
Number of business licenses issued	1,600
Number of checking accounts	3
Number of depository accounts	7
Number of Zero-Balance accounts	4
Number of money market accounts	35

Inventories at June 30, 2014:

Vehicle parts / gasoline	\$114,000
Historic plaques	\$1,675
Water meters	\$14,000

## **G. Assistance Available to Offerors**

### (1) Recent Audit

The most recent audit was conducted by Robinson, Farmer, Cox Associates. The audit resulted in the opinion that the financial statement information is stated fairly in all material respects. The Town of Vienna has received GFOA's Certificate of Achievement for Excellence in Financial Reporting continuously since 1979, with the exception of 1985 and 1986. The work papers of the previous audits are the property of the previous auditor and can be reviewed by the successful offeror.

### (2) Staff Assistance

All members of the Finance Department staff and other Town staff members are available to the successful offeror, within reason, for assistance by providing information and explanations. In the past, the Finance Department has prepared approximately 99% of all work paper schedules and analyses.

## **H. The following reports are required (subject to changes by regulatory agencies, GASB, etc.):**

- Independent Auditors' Report
- Independent Auditors' Report on Internal Control Structure Based on an



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Audit of General Purpose Financial Statements Performed in Accordance with Government Auditing Standards

- Independent Auditors' Report on Internal Control Structure Used in Administering Federal Assistance Programs
- Independent Auditors' Report on Compliance Based on an Audit of General Purpose Financial Statements Performed in Accordance with Government Auditing Standards
- Independent Auditors' Report on Compliance with the General Requirements Applicable to Federal Assistance Programs
- Independent Auditors' Report on Compliance with Specific Requirements Applicable to Non-major Federal Assistance Program Transactions
- Independent Auditors' Report on Schedule of Federal Assistance
- Virginia Auditor of Public Accounts Annual Transmittal Form
- Annual Filing with Federal Audit Clearing House
- Bond Issuance Letter as may be required
- Report on Business License and Meal Tax revenues as may be required
- Letter to the Mayor and Town Council regarding the conduct of the audit.
- General Purpose Financial Statement Opinion for Bond Issues, as required.
- Annual Bond Disclosures as may be required

### SECTION 7. FORMAT OF RESPONSE

In order to simplify the review process and to obtain the maximum degree of comparability, the offerors are asked to organize proposals in the following manner:

#### A. Title Page

Show the RFP number and subject, name of the audit firm, local address, telephone number, name and title of contact person and date of submission.

#### B. Table of Contents

The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number. Cross reference to section and page number in RFP would be helpful.

#### C. Letter of Transmittal

1. A brief understanding of the audit service to be performed, and/or exceptions.
2. A positive commitment to perform the service within the time period specified in RFP Section 4.
3. A positive commitment to continue the Town of Vienna's record of receiving the GFOA's Certificate of Achievement for Excellence in Financial Reporting.

4. A positive commitment to ensuring compliance with all federal, state, regulatory and industry auditing and accounting standards including those of the GASB and the Auditor of Public Accounts of the Commonwealth of Virginia.
5. The name(s) of the person(s) authorized to represent the offeror, title, address telephone number, and email address.

**D. Profile of the Independent Auditor**

For general background information, the following is required:

1. The organization and size of the offeror, whether it is local, regional, national or international in operations.
2. The location of the office from which the work is to be done and the number of professional staff by staff level employed at that office.
3. A description of the range of activities performed by the local office including auditing, and management services.
4. A statement on the offeror staff capability to audit computerized systems, including the number and classifications of personnel skilled in computer sciences who will work on the audit, if required; and the type of system to be used by the auditor for work-paper input and production of printed and bound financial statements and notes.
5. A positive statement that the following mandatory criteria are satisfied:
  - a. A affirmation that the offeror is properly licensed for practice as a certified public accountant in Virginia.
  - b. An affirmation that the offeror meets the independence requirements of the Standards for Audit of Governmental Organizations, Programs, Activities and Functions published by the U.S. General Accounting Office.
  - c. An affirmation that the offeror does not have a record of substandard audit work.
  - d. An affirmation that the offeror meets all specific requirements imposed by state or local law, or rules and regulations.

**E. Summary of Offeror's Qualifications**

1. The number of key management and supervisory personnel who directly participate in the audit will be a consideration. Another consideration will be the auditor's commitment to keeping the same team assigned to this contract for each successive year that auditor is awarded the contract. The same (whenever possible) highly qualified team completing successive year's engagements is favorable.
2. Identify the audit managers, seniors and other staff who will work on the audit, including staff from other than the local office. Resumes, including relevant experience and continuing education for partner through senior assigned to the engagement, should be included. The resumes may be included as an appendix.
3. Describe the recent local and regional office auditing experience similar to the type of audit requested; i.e., cities required to follow Single Audit Act procedures.
4. The firm is also required to 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 also 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.

**F. Approach to Examination**

Submit a work plan to accomplish the Scope of the Audit and meet the Requirements of the Audit as defined in the RFP. The work plan should include time estimates for each significant segment of the work and the staff level to be assigned.

**G. Report Requirements**

Submit information on whether the offeror can submit the reports required in Section 6 H.

**H. Time Requirements**

Offerors should state how they plan to meet the time requirements for commencement of audit work to completion of final reports (if not covered in letter of transmittal).

**I. Additional Data**

Data not specifically requested should not appear in the foregoing sections, but any additional information considered essential to the proposal may be presented in this section.

**J. References**

Offerors should submit approximately six (6) references from similar audit engagements.

**SECTION 8. EVALUATION OF PROPOSALS**

The proposals will be reviewed and ranked by an evaluation committee. Offerors may be asked to make oral presentations to supplement their proposals. The Town will schedule a time and location for each of the presentations, if necessary. Should an Offeror refuse to honor the request for the presentation or interview, it may result in the rejection of the proposal by the Town.

**A. Mandatory Criteria**

Proposals shall not be considered unless they meet all of the following mandatory criteria:

1. Must be the submittal of an independent auditor properly licensed for public practice.
2. Must meet the independence standards as set forth in Standards for Audit of Governmental Organizations, Programs, Activities and Functions.
3. Must not have a record of substandard work.

**B. Award Criteria**

Those offerors who have met each mandatory criterion in Section A above shall be evaluated on the following criteria:

1. Responsiveness of the proposal in clearly stating an understanding of the work to be performed. (40%)
  - a. Comprehensiveness of audit work plan
  - b. Realistic time estimates of each major segment of the work plan and the estimated number of hours for each staff level
  - c. Timing and quality commitments

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2. Technical capabilities of the firm. (25%)
3. Qualifications of offerors. Education, including continuing education courses taken during the past three years, position in the firm and years and types of experience will be considered. This will be considered from résumés submitted. (20%)
4. Size and structure of the firm. (5%)
5. References from other clients. (10%)

### SECTION 9. AWARD PROCESS

The Town of Vienna Evaluation Committee shall engage in individual discussions with two (2) or more of the offerors deemed fully qualified by the Evaluation Committee. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff qualifications pertinent to the proposed project, as well as alternate concepts.

At the discussion stage, the public body may discuss non-binding estimates of total project costs including, but not limited to non-binding estimates of cost of services.

Proprietary information from competing offerors shall not be disclosed to the public or to the competitors.

At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the Town shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed more meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Town of Vienna can be negotiated at a price considered fair and reasonable, the Town Council shall be advised and make the award to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Should the Town determine in writing that only one (1) offeror is fully qualified, or that one (1) offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

### SECTION 10. CONTRACT TERM AND RENEWAL OPTIONS

The resulting contract will cover a period of one (1) year from the date of award. This contract can be renewed for an additional four (4) years, at one (1) year increments at the expiration of its terms, by mutual written agreement of the firm and the Town of Vienna. Should the contract be renewed, the contractor may request an increase in the prices that shall be no greater than the percentage change of the CPI-U for the Washington-Arlington-Alexandria, DC-VA-MD-WV area, as listed for the most recent twelve month period on the U.S. Department of Labor's Bureau of Labor Statistics website: [http://www.bls.gov/eag/eag\\_dc\\_washington\\_md.htm#eag\\_dc\\_washington\\_md.f.4](http://www.bls.gov/eag/eag_dc_washington_md.htm#eag_dc_washington_md.f.4). The renewal of the contract shall depend on the ability of the firm's performance and the ability to follow instructions of this solicitation.

### SECTION 11. SPECIAL TERMS AND CONDITIONS

Precedence of Terms: In the event that there is a conflict between the General Terms and Conditions and any Special Terms and Conditions used in this section, the Special Terms and Conditions shall apply.

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- A. Mandatory Use of Town Forms and Terms and Conditions: Failure to submit a proposal accompanied by the signed and dated Cover Sheet provided shall be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the Town of Vienna reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not such a proposal should be considered as non-responsive.
- B. Ownership of Material: Ownership of all data, materials and documentation originated and prepared for the Town of Vienna pursuant to the RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets and proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- C. Default: In case of failure to deliver services in accordance with the contract terms and conditions, the Town of Vienna, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Vienna may have.
- D. Obligation of Offeror: By submitting a proposal, the offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- E. Withdrawal/Modification of Proposals: Proposals may be withdrawn or modified by written notice received from offerors prior to the time fixed for proposal receipt.
- F. Receipt and Opening of Proposals: In the case of proposals received in response to a Request for Proposals, public openings are not required; however, if a public opening is held, only the names of the offerors are read aloud.
- G. Qualifications of Offerors: The Town of Vienna may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Town of Vienna all such information and data for this purpose as may be requested. The Town of Vienna reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Town of Vienna further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Town that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- H. Debarment Status: By submitting their proposals, all offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
- I. Cancellation of Contract: The Town of Vienna reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty upon 10 days written notice to the consultant. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver services on all outstanding orders issued prior to the effective date of cancellation.

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- J. Insurance: 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 coverages at the time the work commences.

Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, the Town reserves the right to require the consultant to furnish certificates of insurance for the coverage required.

- K. Insurance Coverages and Limits Required:

1. Worker's Compensation - Statutory requirements and benefits.

2. Employers Liability - \$100,000.

3. General Liability - \$500,000 combined single limit. The Town of Vienna is to be named as an additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

4. Automobile Liability - \$500,000.

5. Professional Liability/Errors and Omissions Coverage - Proof of professional liability coverage must accompany the Consultant's written proposal.

- M. Rights of the Town of Vienna: The Town of Vienna further reserves the right to request information relative to experience, reference and/or financial status of a firm.

**SECTION 12. GENERAL TERMS AND CONDITIONS**

**VENDOR:** THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION FOR BID, REQUEST FOR PROPOSALS, PURCHASE ORDER AND/OR OTHER AWARD ISSUED BY THE TOWN OF VIENNA, VIRGINIA, UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION DOCUMENTS. BIDDERS/OFFERORS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS/PROPOSALS; FAILURE TO DO SO WILL BE AT THE BIDDERS/OFFERORS' OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

SUBJECT TO STATE, COUNTY AND LOCAL LAWS AND ALL RULES, REGULATIONS AND LIMITATIONS IMPOSED BY LEGISLATION OF THE FEDERAL GOVERNMENT, BIDS/PROPOSALS ON ALL SOLICITATIONS ISSUED BY THE PURCHASING OFFICE WILL BIND BIDDERS/OFFERORS TO APPLICABLE CONDITIONS AND REQUIREMENTS HEREIN SET FORTH UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

1. **CLARIFICATION OF TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the person whose name appears on the face of solicitation NO LATER THAN SEVEN (7) WORKING DAYS BEFORE opening/closing date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.
  
2. **PREPARATION & SUBMISSION:** In order to be considered for selection, the bidder/offeror must submit a complete response to the Invitation For Bid/Request For Proposals. One (1) original and one (1) copy of each bid/proposal must be submitted on the Town of Vienna Bid/Proposal Forms provided. The bid/proposal shall be signed by an authorized representative of the bidders'/offerors' firm and delivered to the proper location by the time and date specified on the cover page.
  
3. **ENVELOPE IDENTIFICATION:** The signed bids must be returned in a sealed envelope and identified as follows: "SEALED BID", show the IFB number, IFB subject, opening time, opening date, and bidder's name and address. In the case of proposals, the signed proposal cover page and proposal must be returned in a sealed envelope, marked clearly on the outside "SEALED COMPETITIVE NEGOTIATION", show the RFP number, RFP subject, closing time, closing date, and offeror's name and address.  
  
 If a bid/proposal is mailed in an envelope, not identified as specified, the bidder/offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. The Town reserves the right to declare such a bid/proposal as non-responsive. Bids/proposals may be hand delivered to the designated location.
  
4. **LATE BIDS/PROPOSALS:** LATE bids/proposals will be returned to bidder/offeror UNOPENED, if the IFB/RFP number and return address is shown on the envelope.

5. **QUOTATIONS TO BE F.O.B. DESTINATION:** Quote F.O.B. DESTINATION for all competitive sealed bids. If otherwise, show exact cost to deliver.
  
6. **PRICING ERRORS:** In case of an error in price extension, the firm fixed unit price shall govern.
  
7. **BID/PROPOSAL ACCEPTANCE PERIOD:** Bids shall be binding upon the bidder for sixty (60) days following the bid opening date. Proposals shall be binding upon the offeror for ninety (90) days following the proposal due date. Any bid/proposal on which the bidder/offeror shortens the acceptance period may be rejected.
  
8. **CORRECTION OR WITHDRAWAL OF BIDS AND CANCELLATION OF AWARDS UNDER COMPETITIVE SEALED BIDDING:** Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. 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 Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Department, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating his decision.
  
9. **TAX EXEMPTION:** The Town of Vienna is exempt from State Sales Tax and Federal Excise Tax. The Town's Federal Tax ID Number is 54-6001654. DO NOT INCLUDE TAX IN BID. Tax Exemption Certificate furnished by the Town of Vienna on request.
  
10. **USE OF BRAND NAME OR EQUAL:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Town of Vienna, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalogs and technical details to enable the Town of Vienna to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "EQUAL" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
  
11. **SAMPLES:** Samples, if required, must be furnished free of expense to the Town of Vienna on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each

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sample must be marked with the bidder's name and address, Town's request number and opening date. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

12. **DELIVERY:** Bids must show number of days required to place material in using agency's receiving area under normal conditions. Proposal must show the number of days required to provide the services/reports as specified.  
  
Failure to state delivery time obligates bidder/offeror to complete delivery in fourteen (14) calendar days or as specified. A five (5) day difference in delivery promise may break a tie bid. An unrealistically short or long delivery promise may cause a bid/offer to be disregarded. Consistent failure to meet delivery promise without valid reason may cause removal from bid list. Delivery shall be made during normal working hours, 8:00 am to 4:30 pm Monday through Friday, unless prior approval for another time period has been obtained from Consignee.
13. **DEFAULT:** In case of failure to deliver goods/services in accordance with the contractual terms and conditions, the Town of Vienna, Virginia, after due oral or written notice, may procure them from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Vienna may have.
14. **CONDITION OF ITEMS:** All items bid/proposed shall be new and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.
15. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Purchasing Agent.
16. **RIGHTS OF THE TOWN OF VIENNA:** The Town reserves the right to accept or reject all or any part of bids/proposals, waive minor technicalities/informalities and award the contract to the lowest responsive and responsible bidder or most qualified and best suited offeror to best serve the interest of the Town.
17. **ANTI-TRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the Town of Vienna all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Vienna under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
18. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and hold harmless the Town of Vienna, Virginia, its officers, agents, and employees from any claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. The vendor agrees to protect the Town from claims involving infringement of patent or copyrights.

19. **TIE BIDS:** If there is a tie for low bid and all other considerations are equal, and if the public interest will not permit the delay of re-advertising for bids, the award shall be determined by drawing lots in public.
20. **PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING:** No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
21. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor, in whole or in part, without the prior written consent of the Town of Vienna, Virginia.
22. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation For Bid/Request For Proposal, the signed bid/proposal submitted by the Contractor, the Town of Vienna's standard Purchase Order, the Mandatory/Special Specifications, Terms and Conditions, and the General Terms and Conditions, all of which shall be referred to collectively as the Contract Documents.  
  
If the contractor has a standard contract form, this form shall be submitted with the bid/proposal submittal for the Town's review of its terms and conditions.
23. **LICENSE REQUIREMENT:** All firms doing business in the Town of Vienna are required to be licensed in accordance with the Town's "Business, Professional and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Finance Department, Business License Office, Telephone number (703) 255-6321. The BPOL License number must be indicated on the submitted bid form.
24. **AWARD:** The contract shall be awarded to the lowest responsive and responsible bidder or the most qualified and best suited offeror.

The Town Council will award all contracts in the amount of ten thousand dollars (\$10,000.00) or more.

The Purchasing Agent will award all contracts less than ten-thousand dollars (\$10,000.00).

The Purchasing Agent shall sign all contract documents, with the exception of "Construction" contracts, and issue a purchase order to the successful bidder/offeror.

25. **METHOD OF PAYMENT:** Upon satisfactory delivery of the merchandise and/or satisfactory completion of the services, all invoices and statements shall reference the purchase order number and be submitted to:

Town of Vienna  
ATTN: ACCOUNTS PAYABLE  
127 Center St., S.  
Vienna, VA 22180.

The prices and payments shall be full compensation for the labor, tools, equipment, transportation and all other incidentals necessary to complete the specified terms and conditions.



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26. **ANTI-DISCRIMINATION:** By submitting their bids/proposals all bidders/offerors certify to the Town of Vienna that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000.00 the provisions in A and B below apply:

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

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

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.

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.

b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

27. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Vienna. A copy of these provisions may be obtained from the Purchasing Agent upon written request.

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

28. **CRIMINAL SANCTIONS:** The provisions referenced in Item 27 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
29. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia

and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

30. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by 10.1-1400 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the bidder/offer does not violate any of the prohibitions of Sec. 10.1-1400 et seq., or the Code of Virginia or Title 15 U.S.C. Sec. 1263.
31. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the bid/proposal or delivered materials for each chemical and/or compound offered. Failure of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as non-responsive.
32. **DEBARMENT STATUS:** By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia or any Political Subdivision from submitting bids on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
33. **COOPERATIVE PROCUREMENT:** As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.