



REQUEST FOR PROPOSALS
PROFESSIONAL AUDITING SERVICES
CITY OF HOPEWELL
FINANCE DEPARTMENT

INVITATION: #09-16

DATE: March 2, 2016

Sealed Proposals, subject to the general conditions and specifications hereby attached, will be received at the Office of the City Clerk, Second Floor, Municipal Building, 300 North Main Street, Hopewell, Virginia 23860 until, but not **later than 11:00 a.m. THURSDAY, MARCH 31, 2016** and then publicly opened in the Council Chambers, Municipal Building, 300 North Main Street, Hopewell, Virginia on the aforementioned date and time.

1. In order to be considered for selection, Vendors must submit a complete response to this RFP. One (1) original, four (4) copies, and a portable document format (pdf) version of the proposal shall be submitted to the City of Hopewell, Virginia.
2. Regardless of delivery method of proposal, the **outside** of each envelope must clearly indicate the following: (*If Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of each envelope must also clearly indicate*):

Office of the City Clerk
Second Floor
Municipal Building
300 North Main Street
Hopewell, Virginia 23860
Closing Date of Proposal: March 31, 2016
Professional Auditing Services
RFP #09-16

3. Proposals by telephone, telegraph, or facsimile **will not** be accepted.
4. **ANY PROPOSAL RECEIVED AFTER 11:00 A.M. ON THE AFOREMENTIONED DATE OF OPENING, WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.**

CITY OF HOPEWELL
RFP #09-16 – PROFESSIONAL AUDITING SERVICES

Nothing herein is intended to exclude any responsible firm or in any way restrict competition. The selection process will be competitive negotiation as outlined in Chapter 2A of the Code of the City of Hopewell, Virginia, and Section 2.2-4302.2 (Virginia Public Procurement Act) of the Code of Virginia.

The City anticipates awarding a five (5) year contract beginning with fiscal year 2016 and ending with fiscal year 2020. The contract shall provide for up to two (2) one (1) year renewal options.

All Proposals submitted must be signed by an individual authorized to bind the Offeror. Proposals submitted without such signature will be deemed non-responsive, and will not be considered. The City of Hopewell reserves the right to cancel the RFQ/RFP, to award in part or in whole, to waive all informalities, to reject any or all items of any proposal, or reject any and all proposals deemed to be in the City's best interest. The City may modify any requirements in the RFQ/RFP prior to the deadline by written notice to any Offeror requesting a copy of the RFQ/RFP. The City may modify the project's scope of services and required tasks during negotiation process with the successful Offeror. The City shall neither be obligated nor prohibited from awarding or amending any contract with the successful Offeror for services less than or greater than the scope of services contemplated in this proposal.

All proposals are subject to general terms and conditions hereby attached and will be rejected if not properly executed.

Individual Offerors must provide their social security numbers and other types of firms must provide their federal employer identification numbers in the payment clauses to be included in contracts.

The City reserves the right to be sole judge and to make the award in accordance with its own judgment as to what will best meet its requirements and be in the best interest of the City.

AVAILABILITY OF FUNDS: It is understood and agreed between the Offeror and the City that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this quotation or agreement.

Proposal and contracting procedures shall conform to all applicable regulations and provisions of the *City of Hopewell Procurement Ordinance* effective July 1, 2005, as amended; a copy of which is available on the City Attorney's website (www.hopewellva.net) under the tab CODE, Hopewell city code. Click Chapter 2A-Procurement to view the Procurement Ordinance.



April Cone
Purchasing Officer

CITY OF HOPEWELL
RFP #09-16 – PROFESSIONAL AUDITING SERVICES

Please return the Proposals to the Office of the City Clerk, Second Floor, Municipal Building, 300 N. Main Street, Hopewell, Virginia 23860. Regardless of delivery method of Proposal, the **outside** of each envelope must clearly indicate the following: *(if Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of **each** envelope **must also** clearly indicate):*

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Second Floor
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Note of Clarification:

All References to **BID** contained within this Invitation should be referred to as **PROPOSAL**.

NAME OF ORGANIZATION	TELEPHONE NUMBER
STREET ADDRESS	FAX NUMBER
CITY, STATE, ZIP CODE	EMAIL ADDRESS
NAME (TYPE OR PRINT)	OFFICIAL TITLE
SIGNATURE	DATE
STATE CORPORATION COMMISSION ID#	IRS I.D. #

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I. PURPOSE:

The City of Hopewell, Virginia, hereinafter referred to as the City, is soliciting sealed proposals from qualified independent certified public accountants to perform financial audits of its accounts and records including the Hopewell Public Schools, and the Beacon Theatre 2012, LLC, pursuant to the requirements of Section 15.2-2511 of the *Code of Virginia*. The City anticipates awarding a five (5) year contract beginning with fiscal year 2016 and ending with fiscal year 2020. The audits shall be performed in accordance with all applicable generally accepted auditing standards, including those described herein.

The successful Offeror will provide auditing services in cooperation with the City of Hopewell's Director of Finance, Treasurer, City Manager, Superintendent of Schools and the Director of Finance for the School Board. The results of the audit(s) will be presented to the Hopewell City Council.

The audit preparation must comply with all State and Federal requirements for local government audit reporting. All funds and account groups of the City, School Board and Constitutional Officers shall be audited in accordance with generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the provisions of the Single Audit Act Amendments of 1996; the provisions of the OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and the *Specifications for Audits of Counties, Cities and Towns* issued by the Auditor of Public Accounts, Commonwealth of Virginia.

II. BACKGROUND:

The City of Hopewell is a full service municipality servicing 22,591 residents. The City employs approximately 450 full-time and part-time regular employees. The City provides police and fire protection, sanitation services, health and social services, recreational activities, and maintenance and construction services for roads, streets, and infrastructure.

The City is organized into 34 departments and agencies. The accounting and financial reporting functions of the City are centralized. The City's fiscal year begins on July 1 and ends on June 30.

The following are the current general ledger funds of the City of Hopewell and its discretely presented component units:

Governmental Funds:

General Fund
Virginia Public Assistance Fund
Capital Projects Fund
Debt Service Fund
Other Governmental Funds

Special Revenue Funds:

Recreation Fund
Community Development Block Grant
Anti-Litter Fund

Discretely Presented Component Unit:

School Operating Fund
Comprehensive Services Act Fund

Enterprise Funds:

Hopewell Regional Wastewater Treatment Facility
Sewer Service Fund
Solid Waste Fund
Beacon Theatre Fund

Fiduciary Funds:

Special Welfare Fund

The City's current financial software system is MUNIS. The School Board's current software system is SunGard. The two systems operate independently and the School Board provides summary information for entry in the City's General Ledger and check listings for bank reconciliation purposes.

Prior audit reports and City budgets can be found on the City's website at www.hopewellva.gov under Government > Finance and Budget > Budget and Audit Reports.

III. SCOPE OF WORK:

A. AREAS

The Auditor shall audit all funds of the City in accordance with auditing standards listed in this RFP.

The audit must result in the rendering of the Auditor's opinion on the financial statements to be included in the Comprehensive Annual Financial Report (CAFR). The audit shall result in the rendering of the Auditor's opinion on the financial statements prepared by the City. The Auditor's opinion shall be unqualified unless the Auditor furnishes the City, on a timely basis, the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion. The Auditor shall in connection with the audit of the basic financial statements consider, test, and report on internal controls and must provide the City with a management letter to include recommendations to strengthen internal controls or non-reportable conditions.

The Auditor shall apply procedures and report on the supplementary exhibits included in the CAFR, including the analysis of funding progress for pension plans, and other post-employment benefits, and the schedule of expenditures of Federal awards.

The Auditor shall in connection with the audit of the basic financial statements consider, test, and report on internal controls in accordance with Generally Accepted Auditing Standards (GAAS), *Government Auditing Standards*, OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, Single Audit Act Amendments of 1996, and the *Specifications for Audits of Counties, Cities and Towns*. It is understood that in performing these tests of controls, the Auditor shall visit the following areas during the course of the audit: Director of Finance, Treasurer, School Board and Social Services.

From time to time during the contract period, the Auditor will provide assistance, advice, or recommendations regarding new or unusual accounting procedures. This assistance will be provided in a timely manner and will generally be requested on an informal basis as the need arises.

The Auditor shall assist the City as requested in implementing all applicable Government Accounting Standards Board (GASB) accounting and reporting standards, as issued or revised.

Additional Services:

- 1) The Auditor may be requested to perform additional services (agreed upon procedures, reviews, examinations) as may be determined and required by the City management that are outside of the Scope of Work as defined in the RFP. The Auditor shall be required to provide an hourly rate that will apply to all additional services.
- 2) Should circumstances disclosed by the audit call for a more detailed investigation by the Auditors than necessary under ordinary circumstances, the Auditors shall inform management and the governing body in writing of the need for such additional investigation. Before work shall commence, approval must be obtained from the Director of Finance or the City Manager.

B. MEETINGS AND REPORTS

The Auditor shall schedule conferences between the Auditor and the City's Director of Finance and the Director of Finance for the School Board prior to commencing the preliminary work, at the end of preliminary work, and at the end of the final fieldwork. The purpose of these meetings is to keep the principals fully informed of the scope and progress of the audit. The Auditor should plan to physically be present for all meetings, and appropriate notice must be given to the City so a meeting room can be arranged and staff invited with proper notice. During the course of the audit the Auditor shall meet on an as-needed basis with the City's Finance Director and/or the School Board's Finance Director.

The Auditor shall provide a draft CAFR to the City for review no later than November 10, 2016 with the final reports to be delivered no later than November 30, 2016. The auditor must furnish 25 bound copies of the CAFR to the City and file copies on the City's behalf with all appropriate Federal and State entities. The Auditor shall prepare and file the Single Audit Data Collection Form with the Single Audit Clearing House. The Auditor shall have sole responsibility for preparation of transmittal forms as required by the Auditor of Public Accounts (APA) and submission thereof to the APA no later than the 30th of November, 2016.

The City will send its CAFR to the Government Finance Officers Association of the United States and Canada (GFOA) for review. The City CAFR should include all exhibits, schedules and supplementary information necessary to be in compliance with all requirements in order to receive the GFOA Certificate of Achievement for Excellence in Financial Reporting.

The CAFR shall include all exhibits, schedules, and supplementary information as required by GAAP at the time of the report. These exhibits and schedules include, but are not limited to, the following reports:

- A. An opinion on the fair presentation of the basic financial statements and required supplementary information in conformity with accounting principles generally accepted in the United States of America.
- B. A report on the supplementary exhibits described in section III.A above. The Auditor shall prepare a disclaimer of opinion related to the statistical tables included in the CAFR.
- C. A report on compliance and on internal control over financial reporting based on the audit of financial statements performed in accordance with Government Auditing Standards. The Auditor shall communicate all reportable conditions (as defined by the AICPA) found during the audit in the report on internal controls. Further, the Auditor shall identify any material weaknesses in the report. The Auditor shall report other weaknesses in internal controls not meeting the definition of a reportable condition in a separate letter to management referred to in the report on internal controls.
- D. A report in the application of agreed-upon procedures relative to the APA's Comparative Report Transmittal Forms. This report shall be submitted to the Auditor of Public Accounts, along with the City's completed and reviewed Comparative Report Transmittal Forms.
- E. The Auditor shall make an immediate written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the City Manager and the Finance Director.
- F. Any other reports that may become required reports over the period of this contract, in accordance with Government Auditing Standards; OMB Circular A-133; Audits of State and Local Governments; the Specifications for Audits of Counties, Cities and Towns; and the Uniform Financial Reporting Manual.
- G. An opinion on compliance with specific requirements applicable to major federal assistance programs. The Auditor shall communicate all instances of noncompliance with the specific requirements for major federal assistance programs in the report on compliance or in the Schedule of Findings and Questioned Costs. If matters of noncompliance are

disclosed in the Schedule of Findings and Questioned Costs, the Auditor shall reference the Schedule in his report on compliance.

- H. A report on compliance with the general requirements applicable to federal assistance programs. The Auditor shall communicate all instances of noncompliance with the general requirements in the report on compliance or in the Schedule of Findings and Questioned Costs. If matters of noncompliance are disclosed in the Schedule of Findings and Questioned Costs, the Auditor shall reference the Schedule in the report on compliance. The Auditor shall prepare a report in accordance with provisions of the U.S. Office of Management and Budget Circular A-133.
- I. A report on compliance with the requirements applicable to non-major federal assistance programs if the Auditor selected non-major program transactions during the audit. The Auditor shall communicate all instances of noncompliance with the requirements governing non-major programs in the report on compliance or in the Schedule of Findings and Questioned Costs. If matters of noncompliance are disclosed in the Schedule of Findings and Questioned Costs, the Auditor shall reference the Schedule in his report on compliance.
- J. A report disclosing the status of findings and recommendations from previous audits in accordance with Government Auditing Standards and the Specifications for Audits of Counties, Cities and Towns.
- K. A report summarizing compliance matters tested in accordance with the Uniform Financial Reporting Manual.
- L. A Comparative Cost Report as set forth in the Uniform Financial Reporting Manual for Virginia Counties and Municipalities as defined by the Auditor of Public Accounts, Commonwealth of Virginia.
- M. A report on the amended *Virginia Financial Assurance Regulations for Solid Waste Facilities*, 9 VAC 20.70-210, relating to the letter from the Chief Financial Officer evaluating the financial data that the letter specifies as having been derived from the City of Hopewell financial statements.

The auditor shall present the CAFR, the recommendations to management, and the required communications to those charged with governance to the Hopewell City Council at a public session as required by Section 15.1-2511 of the Code of Virginia.

Auditors must inform the City Council on each of the following topics:

- A. The Auditor’s responsibility under generally accepted auditing standards.
- B. Significant accounting policies.
- C. Management judgments and accounting estimates.
- D. Significant audit adjustments.
- E. Other information in documents containing audited financial statements.
- F. Disagreements with Management.
- G. Difficulties encountered in performing the audit.

Prior to such presentation the Auditor shall present all reports to the City Manager and the Finance Director. The Auditor’s report that reconciles any differences between the City CAFR and the Schools’ Annual School Report shall also be presented to the Superintendent of Schools.

The Auditor and members of the Auditor’s staff shall remain on call throughout the life of the contract to assist City Officials with audit related questions upon request.

C. PERIOD OF CONTRACT

The Contract shall be for five (5) years beginning with services for the fiscal year ending June 30, 2016, and shall provide for up to two (2) one (1) year renewal options subject to the review and recommendation of the Finance Director and the satisfactory negotiation of terms, including a price acceptable to both the City and the Auditor and the annual availability of an appropriation. The Contract shall be subject to termination for cause or convenience by the City, without penalty, with written notice thirty (30) days prior to effective date. Any Contract cancellation notice shall not relieve the Auditor of the obligation to deliver and/or perform on all outstanding tasks issued prior to the effective date of cancellation.

IV. PROPOSAL PREPARATION & SUBMISSION INSTRUCTIONS:

1. GENERAL INSTRUCTIONS:

A. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, so marked, four (4) copies, and a portable document format (pdf) version of the proposal must be submitted to the Office of the City Clerk. No other distribution of the proposal shall be made by the Offeror. If any section of the Offerors proposal is marked proprietary and/or trade secrets and justification of such is given in writing the Offeror shall also supply one (1) redacted copy of their proposal removing all such privileged information.

B. RFP Questions: Address questions concerning this RFP to:

April L. Cone, Purchasing Officer
acone@hopewellva.gov
Department of Finance/Purchasing
300 N. Main Street, Room 322
Hopewell, VA 23860
804-541-2205

Offerors shall submit any questions in writing. **All written questions must be received no later than Friday, March 11, 2016.** Responses to all written questions will be issued by an Addendum after March 17, 2016.

C. Ownership of Proposals: Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secret materials submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.

- D. Due Date: Sealed copies of the proposal must be received at the Office of the City Clerk until, but not later than 11:00 a.m. Thursday, March 31, 2016. Proposals must be addressed to:

Office of the City Clerk
Second Floor
Municipal Building
300 N. Main Street
Hopewell, VA 23860
RFP # 09-16 Professional Auditing Services

2. PROPOSAL REQUIREMENTS:

A. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the City giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the Offerors seeking to undertake an independent audit of the City in conformity with the requirements of this request for proposals. The technical proposal should be prepared simply, providing a straightforward and concise description of the Offeror's capabilities to satisfy the requirements of the RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The submitted technical proposal shall form an integral part of any resulting contract, therefore Offerors should exercise extreme care in describing what services are included and excluded in the technical proposal.

3. The technical proposal shall demonstrate the qualifications of the Offeror and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the requirements set out in this RFP. **THERE SHALL BE NO DOLLAR UNITS OR TOTALS INCLUDED IN THE TECHNICAL PROPOSAL.**
 4. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- B. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.
- C. Incurred Expenses: The City will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the City of Hopewell as a result of cancellation of this RFP.
- D. Required Forms & Addenda: Return Page 3, Page 22 (State Corporation Commission Form) and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.
-

E. Technical Proposal:

1. Independence

- a) The Offeror shall provide an affirmative statement that it is independent of the City and its component units as defined by generally accepted auditing standards and the U.S. General Accounting Government Auditing Standards and the ethics rules of the AICPA.
- b) The Offeror shall also list and describe any of the Offeror's other professional relationships involving the City, its component units, or City Staff for the past five (5) years and explain why any such relationship does not constitute a conflict of interest relative to performing the proposed audit.

2. License to Practice in the Commonwealth of Virginia

An affirmative statement shall be included that the Offeror and all assigned key personnel are properly licensed to practice as certified public accountants in the Commonwealth of Virginia. An affirmation that the Offeror meets any and all specific qualification requirements imposed by the Commonwealth of Virginia shall be included. **Also, submit completed and signed State Corporation Commission Form (located on Page 22) with proposal.**

3. Offeror's Profile, Qualifications and Experience

The proposal should provide:

- a) The organization and size of the Offeror, and whether it is local, regional, national, or international in operations.
 - b) The size of the Offeror's governmental staff.
 - c) The location of the office from where the work on this engagement is to be performed and the number and nature of the professional staff to be employed in the engagement on a full-time basis and the number and nature of staff to be employed on a part-time basis.
-

- d) Description of the range of activities performed by the Offeror's office such as audits, accounting, tax services, or management services.
- e) Description of the Offeror's experience with the GFOA's Certificate of Achievement for Excellence in Financial Reporting Program and/or the GFOA's Distinguished Budget Presentation Award.
- f) Description of any continuing professional education obtained by proposed engagement staff demonstrating conformance with GAO yellow book requirements for governmental engagements.
- g) The Offeror shall also submit a copy of its most recent external quality control review including a statement if that review included government specific engagements; in addition, the Offeror shall provide information on the results of any Federal or state desk reviews or field reviews of its audits for the past three (3) years. Further, the Offeror shall provide any information on the circumstances and status of any disciplinary action taken or pending against the Offeror in the previous three (3) years with any state regulatory body or professional organization.

4. Partner, Supervisory, and Staff Qualifications and Experience

Identify the principal supervisory and management staff including engagement partners, managers, and other supervisors or specialists, who would be assigned to the engagement. Provide resumes and information on the government auditing experience of each person including information on relevant continuing professional education for the past three (3) years.

5. Similar Engagements with other Government Entities

This section of the Auditor's proposal should:

- a) List and describe representative clients currently served by the Offeror's office or local office focusing on clients similar in size and complexity with the City.

- b) Provide the name, address, phone number, and e-mail address of three (3) specific local government references where one or more of the assigned staff rendered the same or similar services. The City will contact given references.
- c) Each reference should include the scope of services provided to each referenced client.

6. Specific Audit Approach and Work Plan

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 III of this RFP. In developing the work plan references should be made to such sources of information as the City's CAFR, organizational chart, manuals and programs, and financial or other management information systems. The Offeror should clearly distinguish tasks that the Auditor shall undertake and those that are the responsibility of the City.

Offerors shall provide the following information in their approach:

- a) Discussion regarding overall approach and processes in conducting the audit with proposed segmentation of the engagement.
 - b) Explanation of how the Offeror would propose to utilize City staff, if at all, to assist during the audit, including approximate time required, the types of information or schedules to be provided, and the deadline for such information as to not jeopardize the audit schedule.
 - c) Manner in which, if at all, Offeror intends to utilize computer-assisted auditing procedures and statistical sampling techniques. Indicate sample sizes if possible. Describe the approach to be taken in drawing audit samples for the purposes of compliance testing.
 - d) Type and extent of analytical procedures to be utilized during the engagement.
-

- e) Approach to be taken to gain and document an understanding of the City’s internal control structures.
 - f) Approach to be taken in determining laws and regulations that will be subject to audit test work.
 - g) Procedures followed in the technical and quality control review of audited financial statements prior to their issuance.
 - h) Statement verifying the Offeror’s understanding of the specific reporting requirements outlined in this RFP.
 - i) Comment on how the Offeror will assist the City in attaining GFOA’s “Certificate of Achievement for Excellence in Financial Reporting”.
 - j) Description of any anticipated potential audit problems, the Offerors approach to resolving these problems, and any special assistance required from the City.
7. Commitment to Continuity of Quality for Assigned Staff
- a) Identify other engagements, if any, to which the staff identified pursuant to Section IV.2.E.4 (Partner, Supervisory and Staff Qualifications and Experience) will be or are assigned to during the period of time they would be performing audit services for the City of Hopewell.
 - b) Please indicate what level of assurance the Offeror can give to the City that the principal staff assigned to the engagement will continue for the full duration of the engagement or otherwise how the quality of staff assigned to the engagement shall remain constant over the term of the engagement.

F. NONBINDING COST ESTIMATE – (NBCE) SUBMITTED AT INTERVIEW STAGE:

As this is a professional services solicitation, the City is NOT requesting a NBCE at this time. The City will request NBCE under separate cover from one or more of the highest ranked and fully qualified offerors at a later date.

A complete bound NBCE shall be provided when requested. The NBCE shall include hourly rates for all job categories that can or will be used to accomplish work under a resulting contract. The NBCE shall also include costs for all reimbursable items such as travel, printing, reproduction work along with a % of markup of all reimbursable items provided by an outside source or subcontractor. The Offeror shall provide a fixed price NBCE based upon the above information. In proposing pricing to the City the Offeror shall keep in mind that the complexity of the City can and probably will change in the near term and the foreseeable future.

It is the intent of the City to award a five (5) year contract based on a fixed price basis. The fixed price shall cover all work to be performed in providing the City with audit services as outlined in this RFP.

G. Site Visits:

The City reserves the right, at its sole discretion, to perform any on-site visitation to assess the capabilities of an Offeror and to contact references other than, and/or in addition to, those provided by the Offeror.

H. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The City of Hopewell reserves the right to award in part or in whole or to reject any or all proposals.

V. EVALUATION & AWARD CRITERIA:

1. EVALUATION CRITERIA:

Proposals shall be evaluated by the City of Hopewell’s Evaluation Committee using the following criteria and scoring:

- A. Profile, qualifications, and experience of Offeror. (25 pts.)
- B. Assigned staff qualifications and experience. (25 pts.)
- C. References from clients similar in size and complexity to Hopewell. (25 pts.)
- D. Specific audit approach and work plan. (25 pts.)

2. AWARD:

The Evaluation Committee will independently read and rank each proposal. The City will engage in individual discussions with two or more Offerors deemed fully qualified, responsible, and suitable on the basis of initial responses. Repetitive interviews and/or discussions may be held in any such manner as the city desires at its sole discretion. Such Offerors are encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed audit, as well as alternative concepts. At the discussion stage the City will request non-binding estimates, including but not limited to, NBCE (described in Section IV.2.F), total project cost estimates, life cycle costing, and nonbinding estimates for services. The Evaluation Committee may make any such reasonable investigations as it deems proper and necessary to determine the availability of any Offeror to perform the work.

At the conclusion of the discussion stage, on the basis of evaluation factors published in this RFP and all information collected and developed in the selection process to this point, the City may select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the highest ranked Offeror.

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If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, at the sole opinion of the City, the award shall be made to that Offeror. Otherwise, negotiations with the highest ranked Offeror shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, shall commence until such a contract can be negotiated at a fair and reasonable price.

The City of Hopewell may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359D, *VPPA*). Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

State Corporation Commission Form

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out- of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____

Date: _____

Name: _____
Print

Title: _____

Name of Firm: _____

VI. GENERAL TERMS AND CONDITIONS

- A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and the City of Hopewell, Virginia; any litigation with respect thereto shall be brought in the courts of the City. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. This compliance includes obtaining a Hopewell business license, if required, before work is performed.
- B. **EMPLOYMENT DISCRIMINATION/DRUG-FREE WORKPLACE BY CONTRACTOR:** By submitting the bids/proposals, the bidders/offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with the City to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the City. (Code of Virginia, § 2.2-4343.1E).

Every contract over Ten Thousand Dollars (\$10,000) shall include the provisions below. During the performance of this contract, the contractor agrees as follows:

1. 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 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 non-discrimination clause.
2. 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.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements of this section.

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4. To provide a drug-free workplace for the contractor's employees.
5. To 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.
6. To state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

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, 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.

The contractor will include the provisions of the foregoing paragraphs 1, 2, 3, 4, 5 and 6 in every subcontract or purchase order over Ten Thousand Dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

- C. **DIRECT TAXES:** All bids/proposals shall be submitted exclusive of direct Federal, State, and local taxes. However, if the bidder/offeror believes that certain taxes are properly payable by the City, he may list such taxes separately in each case directly below the respective item bid/proposal price. Tax exemption certification will be furnished on request.
 - D. **INDEMNITY:** The contractor agrees to defend, indemnify and hold harmless, the City of Hopewell and its members, officers, directors, employees, agents, and representatives from and against any and all claims, damages, demands, losses, costs and expenses, including attorney's fees, and any other losses of any kind or nature whatsoever including claims for bodily injuries, illness, disease, or death and physical property loss or damage in favor of contractor, its sub-contractors, their employees, agents, and third parties arising during the performance of services and resulting from tort, strict liability, or negligent acts or omissions of contractor, its sub-contractors and their employees or agents under the agreement, or resulting from breaches of contract, whatever by statute or otherwise.
Each contractor shall assume the responsibility for damage to or loss of its material, equipment or facilities located at the site and, in order to effect this limitation of liability, the contractor agrees to insure or self-insure such property against any such risk.
 - E. **SALES TAXES:** The City is exempt from payment of State sales and use tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.
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- F. **QUOTATION FORM:** The bidder/offeror must sign and properly fill out all forms in this Bid/Proposal or be subject to being declared unresponsive. If unable to submit a Bid/Proposal, please sign and return this solicitation form, advising reason for no Bid/Proposal.
- G. **CONTRACTOR'S DEFAULT:** In case of default of the contractor, the City may procure the articles of service from other sources and hold the contractor responsible for any excess cost incurred thereafter.
- H. **COMPUTATION OF TIME FOR DISCOUNTS:** Time in connection with discount offered, will be computed from date of delivery of the supplies or materials to carrier when final inspection and acceptance are at those points or from date correct invoice is received if latter is later than the date of delivery.
- I. **ETHICS IN PUBLIC CONTRACTING:** By submitting the bids/proposals, the bidders/offerors certify that the 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 the 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.
- J. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered in this Bid/Proposal prior to their delivery, it shall be the responsibility of the successful bidder/offeror to notify this office at once, indicating in his letter the specific regulation which requires such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- K. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Hopewell, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- L. **DEBARMENT STATUS:** By submitting the bids/proposals, the bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia 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.

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- M. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Hopewell, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Hopewell, Virginia under said contract.
- N. **PAYMENT**: Payment by the City is due thirty (30) days after receipt of approved invoice unless otherwise specifically provided: subject to any discounts allowed. If an invoice requires modifications by the City, the thirty (30) day period begins after receipt of acceptable invoice.

To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized.

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, which 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 City shall promptly notify the contractor, in writing, as to those charges, which 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.

To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by
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the subcontractor(s) under the contract; or

2. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent 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 the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.
- O. **PRECEDENCE OF TERMS:** Paragraphs A-N of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- P. **TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- Q. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- R. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Department and/or Contract Administrator may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Department/Contract Administrator a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or

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- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Department's and/or Contract Administrator's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Department or with the performance of the contract generally.
- S. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, 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 City may have.
- T. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
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U. **INSURANCE**: The contractor shall secure and maintain in force, at his/her own expense all required forms of insurance and payment bonds to insure the completion for the work under contract to the satisfaction of the City and without damage to, or claims against the City. The contractor shall provide satisfactory evidence of bonds and insurance on behalf of the sub-contractors, before entering into an agreement to sublet any part of the work to be done under this contract.

The following performance and payment bonds and forms of insurance shall be secured by the contractor to cover all work under contract and to protect the contractor, the City, and general public against any damage of claims in connections with the performance of the contract. The bonds and insurance shall be by companies duly authorized to do business in the State of Virginia. Certificates of Insurance, naming the City as an additional insured for each type of coverage shall be required.

At the discretion of the purchasing agent, bidders/offerors may be required to submit with their bid/proposal a bid/proposal bond, or a certified check, in an amount to be determined by the purchasing agent, which shall be forfeited to the City as liquidated damage upon the bidder's/offeror's failure to execute a contract awarded to him/her or upon the bidder's/offeror's failure to furnish any required performance or payment bonds in connection with a contract awarded to him/her.

At the discretion of the purchasing agent, the winning contractor(s) may be required to submit a performance and payment bond to the City which shall be evoked upon contractor's failure to execute a contract awarded or the failure to satisfactorily complete work for which a contract or purchase order was awarded. Performance bond and payment bond in the amount of one hundred (100) percent of contract price is required as security of contract, or security for payment of all persons performing labor and furnishing materials in connection with the contract, and protecting the City from all damages or claims resulting from, or in connection with the performance of the contract or purchase order.

The performance bond and payment bond shall and does bind the surety company to protect the City from damages, claims or costs by failure of the contractor to make corrective action due to his financial solvency or for any other cause whatever.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the City of Hopewell, Virginia be added as an additional named insured on contractor's policy.
2. Employers Liability - \$500,000.
3. Comprehensive general liability for bodily injury liability and property damage liability shall

be provided as to limits specified.

4. Contractor's protective liability shall be provided for bodily injury liability and property damage liability.
5. Fire and extended coverage shall be provided on the completed builder risk form if specified in bid specifications.
6. The contractor shall require each of his subcontractors to carry Workmen's Compensation Insurance and public liability and property damages liability.
7. Commercial General Liability - \$1,000,000 combined single limit. The City of Hopewell, Virginia is to be named as an additional named insured with respect to the services being procured. This coverage is to include Products and Completed Operations Coverage.
8. Automobile Liability – bodily injury and property damage shall be provided as to limits set forth in the specifications.

The contractor shall have executed and delivered to the City copies of all insurance certificates.

Executed copies of the performance bond shall become a part of all copies of the contract.

SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Hopewell, Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Hopewell, Virginia or any department or institution of the City has purchased or uses its products or services.
- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Hopewell, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AWARD OF CONTRACT:** The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable, on the basis of initial responses and with emphasis on professional competence, to provide the required services. At the conclusion of these discussions, on the basis of evaluation factors

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published in the request for proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City of Hopewell can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- D. **BID/PROPOSAL ACCEPTANCE PERIOD:** Any bid/proposal in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid/proposal may be withdrawn at the written request of the bidder/offeror. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **CANCELLATION OF CONTRACT:** The Purchasing Department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **EXTRA CHARGES NOT ALLOWED:** The bid/proposal price shall be for complete installation ready for the City's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- G. **MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

- H. **PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:** Bids/proposals must give the full business address of the bidder/offeror and be signed by him/her with his/her usual signature. Bids/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word “President,” “Secretary,” “Agent” or other designation without disclosing the principal, may be held to be the bid/proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- I. **WITHDRAWAL OR MODIFICATION OF BIDS/PROPOSALS:** Bids/proposals may be withdrawn or modified by written notice received from bidders/offerors prior to the deadline fixed for bid/proposal receipt. The withdrawal or modification may be made by the person signing the bid/proposal or by an individual(s) who is authorized by him on the face of the bid/proposal. Written modifications may be made on the bid/proposal form itself, on the envelope in which the bid/proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.
- J. **RECEIPT AND OPENING OF BIDS/PROPOSALS:** It is the responsibility of the bidder/offeror to assure that his bid/proposal is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/proposals received after the time designated for receipt of bids/proposals will not be considered. Bids/proposals will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders/offerors and others interested who may be present either in person or by representative. The officer or agent of the City, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid/proposal not properly addressed and identified.
- K. **TRADE SECRETS OR PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
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