

D19 COMMUNITY SERVICES BOARD

www.d19csb.com – (804)862-8002 – 20 West Bank Street, Suite 7, Petersburg, VA 23803

**REQUEST for PROPOSAL
RFP#2022-7AUDITD19CSB**

FOR

FINANCIAL AUDITING SERVICES

**SEALED PROPOSALS DUE DATE/TIME
MAY 23, 2019
2:00PM**

Theoria M. Nixon, Procurement Manager, VCO

(804)862-8002 ext. 3102
Email: tnixon@d19csb.com

Services to be performed as a result of this request and any resulting contract with District 19 Community Services Board.

If the Contractor knowingly makes a material misrepresentation in submitting information to District 19 CSB, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.

By signing this document, I hereby certify that I am authorized to sign as a Representative for the Firm and to obligate the Firm to the terms and conditions contained herein:

(Official Signature) (Print Name)

(Print Name of Organization) (Tax Identification Number)

(Organization Address)

(Telephone Number) (Fax Number)

(Email Address) (Date)

Virginia Contractor License No. _____

Class: _____ Specialty Codes: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. **PURPOSE**

The District 19 Community Services Board requests qualified independent certified public accountants (hereinafter called the "Auditor") to submit proposals to enter into a contract to perform financial audits for a period of three **(3) consecutive years beginning with fiscal year ending June 30, 2019 and ending with fiscal year June 30, 2021.**

II. **BACKGROUND**

District 19 Community Services Board (D19 CSB) is a multi-jurisdictional, community-based organization whose mission is to improve the quality and productivity of the lives of individuals who experience, or are at risk of experiencing, mental disabilities and/or substance abuse. We are licensed by the Virginia Department of Behavioral Health and Developmental Services to provide mental health, intellectual/developmental disability, substance abuse and prevention services to the citizens of the cities of [Colonial Heights](#), [Emporia](#), [Hopewell](#), and [Petersburg](#), and the counties of [Dinwiddie](#), [Greensville](#), [Prince George](#), [Surry](#), and [Sussex](#).

Integrated services are available for adults, children and families through a screening/assessment process. Services are provided directly by staff of District 19 and through contracts with private providers in the community. We are committed to providing an environment where individuals and families with complex behavioral health issues are welcomed for care and will be helped to use their strengths to address all issues to achieve their goals. Behavioral health services are offered to all residents of our catchment area regardless of race, color, sex, age, religion, disabilities or national origin. District 19 offers all individuals hope for recovery.

Please visit our website at www.d19csb.com for further information.

III. **SCOPE OF WORK**

1. The selected firm shall furnish all expertise, labor and resources to provide financial auditing in accordance with the scope of work. The Independent Auditor shall audit all funds and account groups of the CSB in accordance with auditing standards generally accepted in the United States of America; standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments*; applicable pronouncements of Governmental Accounting Standards Board (FASB) unless these pronouncements conflict with or contradict GASB pronouncements as they relate to the *Specifications for Audits of Authorities, Boards and Commissions* issued by the Auditor of Public Accounts, Commonwealth of Virginia.

A. FINANCIAL AUDIT:

1. The audit shall result in the preparation of financial statements from the audited records of D19 CSB with the Auditors' opinion thereon -OR- the rendering of the Auditors' opinion on the financial statements prepared by D19 CSB.
2. The Auditors should follow guidance as contained in the Governmental Auditing Standards. The Auditors shall provide a report that expresses the Auditors' opinion, and includes their reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.
3. The Auditor shall express an opinion as to the fair presentation of the combining, individual fund and individual account group financial statements in accordance with generally accepted accounting principles. The Auditor is required to provide an "in-relation-to" report on the supporting schedules and statistical tables based upon his audit of the financial statements.
4. The Auditors are not required to audit the schedule of expenditures of federal awards.

However, the Auditors are to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

5. In connection with the audit of the financial statements, the Auditors shall perform tests of compliance in accordance with *Government Auditing Standards*; OMB Circular A-133, *Audits of State and Local Governments*, the *Specifications for Audits of Authorities, Boards and Commissions*, the AICPA Audit and Accounting Guide, Health Care Organizations, and other applicable standards.
6. The Auditors shall perform tests of internal controls in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards; OMB Circular A-133, *Audits of State and Local Governments*; and the *Specifications for Audits of Authorities, Boards and Commissions* produced by the Auditor of Public Accounts of the Commonwealth of Virginia.

B. SUBMISSION OF REPORTS:

1. The Auditors shall provide D19 CSB with approximately **thirty (30) copies** of the financial statements and Auditor's report thereon and management letter including management responses no later than November 30th.
2. The due date for submitting audit reports based on state statute is October 1. However, the Auditor of Public accounts has agreed not to penalize CSB's that submit audit reports by Nov. 30th.

A copy of the financial report, including Auditor's reports on internal controls and compliance, must be submitted to the Auditor of Public Accounts no later than October 1st, 90 days after the close of the fiscal year. In addition, a copy of the financial report, report on internal controls, and report on compliance must be submitted to each State agency that provided Federal funds to D19 CSB.

3. The Auditors should submit a management letter including management's response with each audit. The letter should offer suggestions for improvement in financial management and internal controls.
4. As a guide by AICPA Auditing Standards Board Statement on Auditing Standard No. 68, the Auditors should exercise due professional care in understanding the type of engagement.
5. If during the audit the Auditors become aware that D19 CSB is subject to audit requirements that are not encompassed in the terms of the engagement, they should communicate to management that the audit may not satisfy the requirements.

C. STATE REQUIREMENTS: The Auditors should provide the following information for use by State agencies. This information should be reported as supplemental information in the financial statements. The Auditors should refer to the latest CSB Audit Guide issued by DBHDS for additional reporting requirements and disclosures. This guide can be found at the Department's web site at: www.dbhds.virginia.gov under the Office of Budget and Financial Reporting.

1. The Auditors should report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with OMB Circular A-133.
2. Based on a sample, the Auditor shall determine the appropriateness of expenditures charged to Federal funds as guided by OMB Circular A-87.
3. The Auditors shall disclose the local tax dollar funding received by D19 CSB.
4. The Auditor should disclose insurance information (company, employees covered, and amount of coverage) per Code of Virginia, §2.1-526.9.

D. **REPORTING REQUIREMENTS**: Based on the audit work performed, the Auditor must issue the following reports.

1. A report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the USA. (Financial statements should be issued based upon those required by the Governmental Accounting Standards Board).
2. A report on the internal control structure based on the Auditor's understanding of the control structure and assessment of control risk. The Auditors shall communicate all reportable conditions (as defined by the AICPA) found during the audit in the report on internal controls.

Other reports discovered by the Auditor shall be reported either in the report on internal control or in a separate letter to management. If the non-reportable conditions are reported in a separate letter, the letter will be referred to in the report on internal controls and copied to the Office of Financial Review and Compliance, Virginia Department of Behavioral Health and Development Services.

3. A report on the internal control structure used in administering federal assistance programs. The Auditors shall communicate all weaknesses, which could have a material effect on a federal assistance program in the report on internal controls.
4. A report on compliance based on the audit of the financial statements performed in accordance with Government Auditing Standards. The Auditors shall communicate all instances of non-compliance, which could have a material effect on the general-purpose financial statements in the report on compliance.
5. A report on compliance with specific requirements applicable to major federal assistance programs. The Auditors 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, refer to the Schedule in the Auditor's report on compliance.
6. A report on compliance with the general requirements applicable to federal assistance programs. This report should be prepared regardless of whether D19 CSB has major assistance programs. The Auditors 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, refer to the Schedule in the Auditor's report on compliance.
7. A report on compliance with the requirements applicable to non-major federal assistance programs if transactions from non-major assistance programs were selected for testing during the audit. The Auditors 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, refer to the Schedule in the Auditor's report on compliance.
8. A report disclosing the status of findings and recommendations from previous audits that have remained uncorrected.

9. Auditors shall make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the Board of Directors, the Executive Director and the Director of Finance.
 - a. **Draft Reports:** The Auditor shall have drafts of the audit reports and recommendations to management available for review by D19 CSB Executive Director and the Director of Finance.
 - b. **Report Preparation:** Report preparation, editing and printing shall be the responsibility of the Auditor.
 - c. **Working Papers:** The Auditor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. D19 CSB authorized Agent, and/or State Auditors shall have full access to and the right to examine any of said materials during said period.
10. A report on the fair presentation of the Schedule of Expenditures of Federal Awards.
11. **A Summary Statement of Financial Condition:** Section 2.1-164 of the Code of Virginia requires the publication of a Summary Statement of Financial Condition. This summary should be published in a newspaper of general circulation in localities that the D19 CSB serves at the time the audit report is issued. The Auditor should prepare the Summary Statement of Financial Condition for publication. D19 CSB assumes responsibility for the publication.
12. The Auditor APA Form 110 – Joint Activity Element Form for submission by November 30th of each year. The form can be found on the DBHDS web page.

E. ASSISTANCE TO BE PROVIDED TO THE AUDITOR:

1. **Books of Account:** D19 CSB represents that the books of account will be fully balanced, all subsidiary ledgers reconciled to control accounts, and all bank accounts for all months reconciled no later than August 31st of each year.
2. **Schedules:** The designated staff of D19 CSB will prepare the following information on forms acceptable to the Auditors:
 - a) A final trial balance of each fund.
 - b) A final trial balance of each subsidiary ledger.
 - c) A schedule of federal program revenues, expenditures and beginning and ending balances by program.
 - d) A copy of the final budget presented to the board for the audit period.
 - e) A copy of all capital projects and all amendments thereto for all projects beginning during the period or not fully completed by the end of the period.
 - f) A schedule of insurance in force during the year and of insurance expense for the year.
 - g) A schedule of investments of all funds at statement date showing both book value and estimated market value at statement date.
 - h) A schedule of all capital outlays during the period.
 - i) A schedule of all capital asset dispositions during the period.
 - j) A schedule of accounts payable at statement date.
 - k) Reconciliation of the final quarter's fringe benefit tax returns.
 - l) Copies of all contracts with governmental grantor or grantee agencies.
 - m) Copies of all other contracts in force at statement date of a material amount.
 - n) Such reasonable additional schedules as may be requested for financial audits.
 - o) Draft financial statements.
3. **Other Assistance:** The D19 CSB designated staff and responsible management personnel will be available during the audit to assist the firm by providing information and explanation.

IV. MANDATORY PRE-PROPOSAL CONFERENCE:

A mandatory pre-proposal conference is scheduled for **2:00PM** on **May 09, 2019** for all Offerors wishing to attend. The conference will commence at 2:00pm at 20 West Bank Street, 3rd Floor, Suite 2, Petersburg, VA 23803, 3rd Floor Conference Room. **No attendees will be allowed after 2:10PM**

Direct all inquiries to Theoria M. Nixon at (804)862-8002 ext. 3102.

Parking: Towing is enforced so, you will need to obtain a parking pass from Human Resources, 3rd floor, Suite 7 to place in your vehicle.

*Please bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in written addendum to the solicitation to all attendees.

V. METHOD OF PAYMENT

A. METHOD OF PAYMENT: Interim billings shall not exceed 80% of the total fee. Final payment is made upon approval of the report by the Executive Director or his designee.

B. All copies of the invoice shall be forwarded directly to:

District 19 Community Services Board
Finance Department
20 West Bank Street, Suite 2
Petersburg, VA 23803
Attention: Stella Harris

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS:

1. RFP Response:

In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and two (2) copies of each proposal must be submitted to D19 CSB. No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparations

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested shall be submitted. Proposals which are substantially incomplete or lack key information may be rejected by the Purchasing Office.
- b. Mandatory requirements are those required by law or regulation, or are such that they cannot be waived and are not subject to negotiation.
- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- d. 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.

- e. As used in this RFP, the terms “must”, “shall”, “should”, and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements.
- f. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- g. Ownership of all data, materials and documentation originated and prepared for D19 CSB pursuant to the RFP shall belong exclusively to D19 CSB and be subject to public inspection in accordance to the laws of Virginia. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to D19 CSB. This will provide an opportunity for the offeror to clarify or elaborate on the proposal but will in no way change the original proposal. This is a fact finding and explanation session only and does not include negotiation. D19 CSB will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may not be conducted; therefore, proposals should be complete.

B. SPECIFIC REQUIREMENTS:

Technical Proposals should be as thorough and detailed as possible so that D19 CSB may properly evaluate your capabilities to provide the required services. Offeror(s) are required to submit the following items as a complete proposal:

1. Title Page: Show the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person, and date.
2. Return the RFP cover sheet and all addenda acknowledgements, if any, signed and completed as required.
3. Offeror Reference Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
4. A written narrative statement to include:
 - The approximate date the audit will begin (including preliminary fieldwork) and end, as well as approximate dates for delivery of the financial statements

and/or Auditor's reports.

- Biographies including experience, education, professional designation, and professional affiliations of the individuals who will be assigned to the engagement. Also include relevant experience of each in auditing community services boards, municipalities, Federal funds, and recent continuing professional education of each.
- The Auditor is independent of D19 CSB as that term is defined in the Ethical Rules of the AICPA.
 - (1) The Auditor and the partner assigned to the engagement are licensed to perform the audit as provided by applicable laws of the Commonwealth of Virginia and the AICPA.
 - (2) The Auditor has met the peer review standards of the AICPA and *Government Auditing Standards*.
 - (3) Staffs assigned to the audit have met the continuing education requirement required by the *Government Auditing Standards* issued by the Comptroller General of the United States.

5. Specific plans and strategy for providing the proposed services:

- a. The Auditor will provide adequate supervision on a day-to-day basis and that the resulting work papers shall be adequate and shall be available for routine review by appropriate Auditors of the Federal and state governments.
- b. The Auditor will work closely with D19 CSB for adhering to existing standards such as system continuity. Where such standards do not exist, Auditor must help institute new standards or assist in modification to existing standards. Knowledge transfer approach should also be articulated.
- c. A statement by the prospective Auditor of his understanding of the work to be done, including specific reference to the provisions in the scope section of this RFP, with descriptions of the audit approach and illustrations of the procedures to be employed.

6. Cost Proposal Submission:

- a. The fee will be in the form of a fixed contract price.
- b. All Request for special services which are beyond the scope of the audit will be made in writing and will be invoiced at the hourly rates specified in your bid as follows:

1. Partner \$ _____

2. Manager \$ _____

3. Staff Accountant \$ _____

- .4. Add any other position(s) that may be used additional work.

7. Background and Financials:

- A. D19 CSB may contact references as it deems necessary to determine the ability of the firm to meet all the terms of the stated specifications.
- B. D19 CSB requires a copy of the firm's current audited financial statements or a third party, signed, independent financial statement. Failure to provide evidence of financial stability may result in the proposal being determined to be non-responsive.
- C. D19 CSB reserves the right to request any other information and data it deems necessary to determine, if the firm's Proposal is both responsive and responsible and is fully qualified to handle the statement of works as specified.

VII. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA

1. Specific plan and strategy to perform the scope of work		30 Points
2. Demonstrate the ability to perform the work		20 Points
3. The Auditor's understanding of D19 CSB's system of accounting		20 Points
4. Cost		20 Points
5. Firm Qualifications and Experience		10 Points
Total	 	100 Points

B. AWARD OR REJECTION OF PROPOSAL:

- 1. The contract will be awarded to the firm complying with all the provisions of this RFP and the stated criteria, subject to the availability of funding and provided it is in the best interest of D19 CSB to award the contract.
- 2. D19 CSB reserves the right to reject any and all proposals, at any time, whenever such is in the best interest. A firm's proposal may be rejected for one or more, but not limited to, the following reasons:
 - a. Failure of the firm(s) to submit a proposal within the time frames specified.
 - b. Failure of the firm(s) to provide the required information;
 - c. Failure of the firm(s) to respond to the request for clarification, presentation, or demonstration;
 - d. Failure of the firm(s) to follow the prescribed RFP preparation, submission and response format instructions;
 - e. Collusion among or between Auditors;
 - f. Unbalanced proposals; that is, proposals in which the prices quoted for some work is out of proportion to those quoted for other work;
 - g. Lack of responsibilities on the part of the Offeror;
 - h. Financially unstable Auditor;
 - i. Failure of the firm(s) to successfully negotiate a contract;
 - j. Submission of a proposal that does not meet D19 CSB requirements as

outlined herein.

VIII. MULTIPLE PROPOSALS

An Offeror may not submit more than one proposal. The Authority will declare incomplete proposals as non-responsive and will not evaluate them.

IX. TERM OF CONTRACT

The contract shall commence upon final contract execution and shall continue for a period of twelve months with two (2) one-year renewal options.

X. ADDITIONAL INFORMATION

Address all inquiries concerning clarification of this RFP to District 19 Community Services Board, attention: Theoria M. Nixon, Procurement Manager, VCO, 20 West Bank Street, Suite 7, Petersburg, Virginia 23803, Fax: (804)863-1665, in writing. Since each Offeror may have different needs for information, it is incumbent on each Offeror to make necessary inquiries. District 19 CSB will post all inquiries that the agency deems pertinent to all Offerors on our website.

XI. NO CONTACT POLICY

Contact with any District 19 CSB employee, Board Member, or other authorized District 19 CSB representative, other than as listed in this solicitation, is not permitted. Unauthorized contact may disqualify your firm from submitting an offer in response to this solicitation or have any offer already accepted declared disqualified.

XII. OTHER TERMS AND CONDITIONS:

1. **AUDIT:** The vendor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. D19 CSB or State auditors shall have full access to and the right to examine any of the vendor's program material during said period. D19 CSB further reserves the right to review, on demand and without notice, all files of any subcontractor employed by the Contractor to provide services or commodities under this Contract where payments by D19 CSB are based on records of time, salaries, materials or actual expenses. In cases where the vendor maintains multiple offices, records to be audited should be maintained locally or be deliverable to a location in the metro-Richmond area.
2. **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 D19 CSB will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that D19 CSB has purchased or uses any of its products or services, and the contractor shall not include D19 CSB in any client list in advertising and promotional materials.
3. **RECORDS:** Records on all clients served under this contract shall be the property of the Authority and shall revert to the Authority on the last day of the contract period. The Authority may assign such records to the Vendor if a contract is re-awarded or renewed, or the Authority may transfer copies of the client record totally or in part to subsequent vendors for continuity of service.

The vendor agrees to retain fiscal and program records for three years or until audited in accordance with Commonwealth of Virginia requirements, whichever is later.

The vendor will maintain individual client records and service information in an accurate manner and provide all D19 CSB reporting requirements in a timely manner.

4. **OBLIGATION OF OFFEROR:** By submitting a proposal, the vendor covenants and agrees that he/she has satisfied him/herself, from his/her own investigation of the conditions to be met, that he/she fully understands his/her obligation and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
5. **CANCELLATION OF CONTRACT:** D19 CSB reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon THIRTY (30) days written notice to the vendor. Any contract cancellation notice shall not relieve the vendor of the obligation to deliver or perform on all outstanding orders issued prior to the effective dates of cancellation. Further, D19 CSB reserves the right to terminate any resulting contract for default if the vendor breaks any of the terms therein or if the vendor becomes insolvent or commits any acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedy that D19 CSB may have in law or equity. Default may be construed as, but not limited to, failure to properly perform any and all of its obligations and requirements under any resulting contract.
6. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for D19 CSB pursuant to the RFP shall belong exclusively to D19 CSB and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a vendor shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the vendor must invoke the protection 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.
7. **INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the Authority, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses including court costs and reasonable attorney's fees arising from any material default or breach by the Contractor of its obligation specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Furthermore the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the Authority and its agents, its volunteers, its servants, its employees, and its officers from and against any and all claims, losses or expenses including but not limited to court costs and attorneys' fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall upon written demand by the Authority, assume and defend at the Contractor's sole expense any and all such claims or legal actions.
8. **BILLING:** The vendor agrees not to bill the consumer for services duly authorized under this contract, and to consult with D19 CSB prior to billing the consumer for any service not included as part of this contract. The vendor will

also employ procedures for seeking financial assistance when providing services for indigent patients.

9. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of D19 CSB. In the event that the vendor desires to subcontract some part of the work specified herein, the vendor shall furnish the Purchasing Office the names, qualifications and experience of their proposed subcontractors. The vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the contract.
10. **INVOICES:** Invoices for services ordered, delivered and accepted shall be submitted on a monthly basis by the vendor to the attention of "Fiscal Officer" at D19 CSB. Monthly invoices are due to D19 CSB no later than fifteen (15) days after the last day of the month. Payment shall be made upon 30 days of the receipt of an accurate and complete invoice. All invoices must include D19 CSB contract number and Contractor's federal identification number.
11. **RENEWAL OF CONTRACT:** The resulting contract may be renewed by D19 CSB for a period of two (2) successive one-year periods under the terms and conditions of the original contract except as stated herein. Subsequent price increases may be negotiated only at the time of renewal. Written notice of the intention of D19 CSB to renew shall be given sixty (60) days prior to the expiration date of each contract period. If D19 CSB grants a price adjustment, the contract price(s) for the additional one year periods shall not exceed the contract price(s) of the original contract increased/decreased by the percentage increase/decrease of the CPI-W All Items section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
12. **PREVAILING LAWS:** All services provided by the vendor pursuant to this agreement shall be performed to the satisfaction of D19 CSB, and in accordance with all applicable federal, state and local law, ordinance, rules and regulations. The vendor shall not receive payment for work found by D19 CSB to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.
13. **DOCUMENTS AND CONFIDENTIALITY:** The vendor ensures that information and data obtained as to personal or medical facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the written consent of the individual. The vendor shall comply with the security and privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The vendor shall make available for inspection and/or reproduction by D19 CSB any records in the possession of the vendor that relates to the services provided under this agreement.
14. **EXPANSION OF TARGET:** Throughout the original contract term and any subsequent renewal, along with the identification of available funding, the vendor may be utilized, at the sole discretion of D19 CSB, to provide similar services or continuing technical assistance and consultation services in the area addressed by this solicitation.

D19 CSB reserves the right, but is not obligated, to expand any resulting contract to include additional services throughout the contract term through negotiation and agreement between the parties and written contract modification. In the

event of an expansion of the resulting contract, no rates negotiated shall be greater than those usual and customary rates charged for the same or similar services.

15. **AWARD:** D19 CSB will make the award(s) on total sum basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. D19 CSB, also, reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
16. **MANDATORY PREPROPOSAL CONFERENCE:** A mandatory pre-proposal conference will be held at 2:00 pm on May 09, 2019 at 20 W. Bank Street, Suite 2, 3rd Floor, Petersburg, VA. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
17. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:** The vendor shall comply with privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The vendor shall be expected, if requested by D19 CSB, to execute a HIPAA Business Associate Contract/Agreement.
18. **SEVERABILITY:** If any provision of the Scope of Work, General Terms and Conditions, Other Terms and Conditions or Special Terms and Conditions be held invalid, such holding shall not affect the remaining provisions.
19. **SUBSTANTIVE NATURE OF PROPOSALS:** Proposals that are not substantive may be considered non-responsive. It is not sufficient for the Offeror to address the proposal in general terms or in terms other than those outlined in the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.
20. **LICENSE:** All licenses, permits and inspection fees required for this project shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.
21. **PERSONNEL:** The personnel designated in the management summary for key positions shall not be changed except with the permission of D19 CSB. D19 CSB will only approve such change when, in its opinion, the substitute personnel have equal or greater qualifications and experience than those they replace.
22. **RETURN OF PROPOSAL:** D19 CSB advises that all proposals submitted under this RFP will become the property of D19 CSB and will not be returned. However, if any portion of the proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract if requested, at the vendor's expense. Budgets and price quotations are considered public information in proposals submitted to D19 CSB. Classifying budgets and price quotations as "proprietary" or "confidential" may render the proposal non-responsive. If your company classifies aspects of the proposal that are not trade secrets or proprietary as proprietary, may render the proposal non-responsive.
23. **REJECTION OF PROPOSALS:** D19 CSB reserves the right to reject any and all proposals. D19 CSB reserves the right to negotiate with the selected Offeror

in order to best serve the needs of D19 CSB, in respect to both cost effectiveness as well as comprehensive program design.

24. **POST AWARD:** Following the selection and signing of a contract, the Procurement Manager will notify those Offerors whose proposals were not selected along with the name of the selected Offeror.
25. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
26. **TERMINATION:** D19 CSB may terminate this contract in one of two methods:
 1. Termination with Cause.
 - a. The Authority may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the Authority's intent to so terminate. Such notice shall be delivered at least seven (7) calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
 - b. If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of the Contract to the Authority's satisfaction during this seven (7) calendar-day period as indicated in writing to the Contractor, then the Authority's notice of termination with cause shall be deemed null and void.
 - c. Upon such termination, the Authority shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the Authority up to the time of termination and upon delivery to the Authority of all completed or partially completed work performed by the Contractor. The Authority shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.
 2. Termination without Cause
 - a. The Authority may terminate this Contract without cause by delivery or written notice to the Contractor of the Authority's intent to so terminate. Such notice shall be delivered at least ninety (90) calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
 - b. Upon such termination, the Authority shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the Authority up to the time of termination plus such portion of the fixed fee to which the Contractor may be entitled under this Contract as a result and upon delivery to the Authority of completed or partially completed work. The Authority shall have full right to

use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. Upon such termination, the Contractor shall have no further obligation under this Contract.

XIII. GENERAL TERMS AND CONDITIONS:

A. PROCUREMENT REGULATIONS:

This solicitation is subject to the provisions of the purchasing procedures of the District 19 Community Services Board and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the procedures is available for review at the purchasing department and, in addition, a copy can be obtained from the CSB website at www.d19csb.com.

B. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION:

By submitting their proposals, offerors certify to the CSB 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 (VPPA). 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 public bodies 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 public body. (*Code of Virginia*, §2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, offerors certify that their 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.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written contract with the Community Services Board, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS:

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of

any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Community Services Board 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 Community Services Board under said contract.

H. MANDATORY USE OF CSB FORM AND TERMS AND CONDITIONS:

Request For Proposals: Failure to submit a proposal on the official Community Services Board form provided for that purpose maybe a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Community Services Board reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS:

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Procurement Manager.

J. PAYMENT:

1. To Prime Contractor:

- a. 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 state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. 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.
- d. The following shall be deemed to be the date of payment: the date postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. 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 Commonwealth, 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 Community Services Board.

K. PRECEDENCE OF TERMS:

The following General Terms and Conditions , APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEPARTMENT STATUS, ANTITRUST, MANDATORY USE OF COMMUNITY SERVICES BOARD FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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.

L. QUALIFICATIONS OF OFFERORS:

The D19 Community Services Board may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to D19 Community Services Board all such information and data for this purpose

as may be requested. D19 Community Services Board reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding offeror's capabilities. D19 Community Services Board further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy D19 Community Services Board that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

M. TESTING AND INSPECTION:

D19 Community Services Board reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

N. ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the contractor in whole or in part without the written consent of D19 Community Services Board.

O. 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 terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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 Community Services Board, Purchasing department 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. unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency 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
 - 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 Agency'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 Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. 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 Community Services Board's Procurement Procedures. 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 Agency or with the performance of the contract generally.

P. **DEFAULT:**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Community Services Board, 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 Community Services Board may have.

Q. **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 coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. **Workers' Compensation - Statutory requirements and benefits.**
Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify D19 Community Services Board of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the

- contract.
- 2. Employer's Liability - \$100,000.
- 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Community Services Board shall be added as an additional insured to the policy by an endorsement.
- e. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Profession/Service Limits

Accounting \$1,000,000 per occurrence, \$3,000,000 aggregate
 Architecture \$2,000,000 per occurrence, \$6,000,000 aggregate
 Asbestos Design, Inspection or Abatement Contractors
 \$1,000,000 per occurrence, \$3,000,000 aggregate
 Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$2,150,000 per occurrence, \$4,250,000 aggregate

(Limits increase each July 1 through fiscal year 2031, Per Code of Virginia §8.01-581.15)

Insurance/Risk Management \$1,000,000 per occurrence, \$3,000,000 aggregate
 Landscape/Architecture \$1,000,000 per occurrence, \$1,000,000 aggregate
 Legal \$1,000,000 per occurrence, \$5,000,000 aggregate
 Professional Engineer \$2,000,000 per occurrence, \$6,000,000 aggregate
 Surveying \$1,000,000 per occurrence, \$1,000,000 aggregate

- R. ANNOUNCEMENT OF AWARD:
 Upon the award or the announcement of the decision to award a contract, as a result of this solicitation, the purchasing agency will publicly post such notice on the Community Services Board's public procurement bulletin board and on the website www.d19csb.com for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE:
 During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase

order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

T. NONDISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the Community Services Board, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. AVAILABILITY OF FUNDS:

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

V. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

CONFLICT OF INTEREST STATEMENT

NOTICE TO BIDDER: ENSURE THAT THE SOLICITATION IS THOROUGHLY READ AND COMPLETED. COMPLETE, SIGN, AND RETURN THE INFORMATION REQUESTED BELOW WITH YOUR BID. FAILURE TO FURNISH THIS DATA MAY RESULT IN DECLARING YOUR BID NON-RESPONSIVE.

NAME: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL IDENTIFICATION NUMBER (FIN): _____

DUN & BRADSTREET NO.: _____

THE ABOVE FIRM IS A: (CHECK AS APPLICABLE)

- SMALL BUSINESS
- INDIVIDUAL BUSINESS
- WOMAN-OWNED BUSINESS
- SOLE PROPRIETORSHIP
- MINORITY-OWNED BUSINESS
- PARTNERSHIP
- SHELTERED WORKSHOP
- CORPORATION
- FAITH BASED ORGANIZATION

RELATIONSHIP WITH D19 CSB: IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE D19 COMMUNITY SERVICES BOARD WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE CODE OF VIRGINIA, SECTION 2.1-639.1 -639.24?

YES

NO

IF YES, PLEASE EXPLAIN:

BIDDER SIGNATURE

DATE

VENDOR DATA SHEET FOR AUDITING SERVICES

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause a determination that the proposal portion is not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact: Name: _____ Phone: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service: _____ Years _____ Months
4. Vendor Information: DUNS Number: _____
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - B. Company _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - C. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - D. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

FEE AND COST INFORMATION

The Offeror proposes the fee arrangement described below for the services listed in the RFP. The Offeror shall indicate whether the rates represent a discount from standard hourly rates. These are examples only. The Offeror shall provide the classification and rates structure best suited to its current operation.

Employee Classification	Hourly Rate
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Partner	
Manager	
Staff Accountant	
Administrative	
Other	

Other Costs and Expenses

Telephone charges, fax charges, copying charges, overnight delivery charges, courier charges, expert witness, fees, postage, etc.

**Questions for REQUEST FOR PROPOSALS
AUDITING SERVICES**

EMAIL TO: Theoria M. Nixon at tnixon@d19csb.com or
FAX to: (804)863-1665 BY May 13, 2:00P.M.

Please print your question(s) regarding the above referenced solicitation. ***Additional questions can be submitted on a continuation page with the Company Name indicated on each page.***

Company Name: _____

Company Address _____

Requestor Name: _____

Telephone Number: _____

Email Address _____

Questions: