



Request for Proposals
For
Forensic Auditing Services
Northumberland County, Virginia
RFP# 23-12182023

Issue Date: December 18, 2023

Northumberland County
72 Monument Pl./P.O. Box 129
Heathsville, VA 22473

REQUEST FOR PROPOSALS

Northumberland County, Virginia is currently accepting proposals from qualified firms for Forensic Auditing Services.

A full copy of the request for proposals package is available at www.co.northumberland.va.us. Proposals are due on January 19, 2024 at 12:00 p.m.

Northumberland County, VIRGINIA RFP#23-12182023

Forensic Auditing Services

GENERAL FORM AND PROPOSAL COVER SHEET FORM

All inquiries for information regarding this solicitation should be directed to Luttrell Tadlock at ltadlock@co.northumberland.va.us in accordance with the schedule on page 9 of this document. Answers will be posted in addendum form on the Northumberland County web site at least 48 hours prior to the deadline. It is the offeror’s responsibility to obtain addenda.

One bound original document is to be delivered by the deadline to the location indicated below along with one pdf/word edition on a memory stick. Proposals are to include a completed cover sheet form.

Proposals will be received until the time listed on the cover sheet. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification. Postmarks will not be considered. Electronic submissions, including faxes will not be allowed.

Proposals should be mailed or hand delivered to: **Northumberland County; c/o Luttrell Tadlock; 72 Monument Pl./P.O. Box 129; Heathsville VA 22473**. The returned envelope or package should be clearly marked with “RFP-23-12182023 Forensic Audit” on the lower left corner of the return envelope or package. Proposals are due on January 19, 2024 at 12:00 p.m.

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

Full Legal Business Name (print)		Federal Taxpayer Number (ID#)	SCC ID Number
Business Common (trade) Name and Address for PM Location		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

Proposed Project Manager Name		Title	PELSCIDLA Registration Number
Telephone Number	Fax Number	Toll Free Number	E-mail Address

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I. PURPOSE

The County of Northumberland (hereinafter referred to as the "County") requests firms of qualified Independent Certified Public Accountants (hereinafter referred to as "offerors," with the successful offeror or offerors referred to as the "Contractor") to submit proposals to enter into a term contract to perform a forensic audit for each of the areas identified below:

1. Grant Funds
2. General Funds
3. Treasurer Process and Procedures
4. School Division Finance Department Process and Procedures
5. Credit Cards and Gas Cards- Issued by the County, Constitutional Officers, Social Services, and School Division

It is the intent of this Request for Proposals to have all auditing services performed by one Contractor; however, the right is reserved to award multiple, separate contractors. The most responsive and most qualified auditing firm shall perform a forensic audit involving a factual investigation deemed necessary to identify and quantify any abnormal activity, if any during the fiscal periods identified below.

FY 2018-2019
FY 2019-2020
FY 2020-2021
FY 2021-2022
FY 2022-2023

This Forensic Audit shall not be conducted in conjunction with the preparation of the Annual Comprehensive Financial Report ("ACFR") and shall be independent.

Any previous contracted auditors who were hired and worked for the County during the last 5 fiscal years shall not be eligible to submit a proposal on this solicitation.

II. BACKGROUND

The County has a population of approximately 12,302 people and encompasses about 191 square miles. It is located on the Northern Neck of Virginia. General background information regarding the County of Northumberland can be found on the County's website:

<https://www.co.northumberland.va.us>.

The County Administrator serves as the Chief Executive Officer and is responsible for the proper administration of the county government. The five-member Board of Supervisors establishes local laws, provides government policy and oversight, and approves the County budget. The primary

government provides a full range of services including general government administration, public safety, public works, community development, and civic engagement.

The County's financial statements are prepared in conformity with U.S. Generally Accepted Accounting Principles ("GAAP") as applicable to governmental units.

The major funds reported by the County are included in the County's financial statements are Governmental Funds (Government-Wide and Capital Projects)

Information describing the County of Northumberland, Virginia, the funds, and activities to be audited, and the financial highlights of the County can be obtained by reviewing the County of Northumberland's Annual Comprehensive Financial Reports. The ACFR's are available at the County's website: <https://www.co.northumberland.va.us>.

III. TIMELINE

It is intended that the contractor will have the work completed within one (1) year from the signing of the contract.

IV. SCOPE OF WORK

1. Eligibility Requirements - To be eligible to qualify as a Contractor, the following minimum requirements must be met and maintained during the term of any resultant contract:
 - A. The Contractor must be licensed to practice in Virginia as a Certified Public Accountant firm.
 - B. The Contractor must be a member of the American Institute of Certified Public Accountants and must adhere to the AICPA professional standards of audit practices and conduct.
 - C. The Contractor's staff supervisor proposed to be assigned to this forensic audit must have at least five years' experience auditing similar governmental units.
 - D. The Contractor must have established the capacity to perform forensic audit procedures or forensic accounting procedures for government organizations and be able to conduct a forensic examination that will include findings and recommendations to correct nonstandard, irregular financial and accounting procedures, practices, or policies.

E. During the course of the initial investigation, the scope of work may be further expanded or altered at the recommendation and approval by the Board of Supervisors and the County Administrator, with written changes approved in writing by the County Administrator. It is possible that the initial forensic audit may uncover new facts, unknown data or relevant queries that could change the scope of the audit.

2. Audit

A. The forensic audit shall include a comprehensive review of all types of financial activities including, but not limited to:

1. Automatic Payments
2. All types of deposits
3. All types of procedures
4. Signature authorizations
5. Wire Transactions
6. Miscellaneous documentation and other pertinent authorizations

B. The forensic audit shall include a thorough review of internal controls including:

1. Cash collection and handling procedures
2. Personnel checks (including Payroll)
3. Credit cards (including gas cards) issued by the County, Constitutional Officer, Social Services, and School Division.
4. Online payments
5. Other payment transactions and internal controls

C. The forensic audit shall provide an explanation and detailed documentation for the increase of expenditures and depletion of the Fund balances. This examination includes evaluating compliance with applicable county, state, and federal laws.

D. The auditing firm shall perform investigations and research to assure county-wide compliance with the generally accepted accounting principles (GAAP), as well as provide findings and recommendations, if any, to correct any identified accounting procedures or practices that are nonstandard or irregular. These findings and recommendations shall include the cause and consequence of any instance, if any, of criminal activity, illegal acts, and potentially fraudulent activity or civil liabilities.

E. This investigation may include requesting access to all current and

previous employee email accounts the County agrees to provide access for investigative purposes. The auditing firm shall cooperate with any and all law enforcement agencies for pending and new investigations.

F. This audit shall review any contracts the County has with firms for the collection of delinquent taxes and/or third-party collectors and ensure the County has received appropriate funds in accordance with the agreement(s). The audit shall review these contracts to ensure they were appropriately procured in accordance with County and State procurement guidelines.

3. Following Completion of the forensic audit, the contracted firm shall issue:

A. A written report communicating all discovered abnormal financial activity, past or present, its quantification, cause, and consequence including instances of criminal activities, illegal acts, and potentially fraudulent activity or civil liabilities that could support future legal action by the County.

B. A letter to the County Administrator indicating any reportable conditions that were found during the forensic audit. A “reportable condition” shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data in the financial statements.

4. Periods to Be Audited

A. The forensic financial audit shall be a comprehensive review and reconciliation of current and past fund practices in order to identify any abnormal financial activity, if any, during the following fiscal years.

FY 2018-2019

FY 2019-2020

FY 2020-2021

FY 2021-2022

FY 2022-2023

B. The audit will review the following fund accounts:

a) General Fund

- b) New Courts Facility
- c) Capital Improvements
- d) School
- e) School Board Payroll Direct Deposit
- f) Northern Neck Regional Program
- g) School Loan Fund
- h) ARPA
- i) N.C Revolving Loan Fund
- j) National Opioid Settlement Fund
- k) Sanitary District
- l) Northumberland Co. Sanitary District (treasurer office)
- m) Light Street
- n) N.C. Emergency Services
- o) Callao Business District Revitalization
- p) N.C. Cares Act
- q) N.C. Cares Act Registrar
- r) Tornado Relief Fund
- s) 350 Anniversary
- t) Primis Money Market account
- u) N. Co. Fallen Hero Mem. Fund
- v) United Bank
- w) N. Co. Construction Bond
- x) N. Co. Bond Garcia
- y) Road Improvement Fund
- z) N. Co. Construction Bond Eagle Cove
- aa) N. Co. Indian Point Road
- bb) N. Co. Social Services payroll
- cc) N. Co. Social Services
- dd) Fixed Assets
- ee) State Fund
- ff) All Bank Accounts (Including five (5) investment accounts, five (5) regular checking accounts, and accounts that may be held independently by Constitutional Officers, Social Services, and the School Division.

5. Meetings

The Contractor shall schedule conferences with the County Administrator and Treasurer before preliminary work, during the engagement, and upon issuance of an audit opinion. The initial meeting will be held to develop a schedule of year-end tasks with appropriate due dates and assignment of responsibilities. Additional meetings shall be scheduled as necessary in order to complete the audit on a timely basis. The purpose of these meetings is to keep the governing body fully informed on the scope and progress of the audit. The Auditor shall disclose promptly to the County Administrator and Treasurer any material weakness in internal controls, along with suggestions for improvements.

V. PROCURMENT SCHEDULE AND GENERAL PROVISIONS

A. Schedule

The County anticipates following the procurement schedule as shown below. The County reserves the right to make changes to the schedule. All such changes shall be made by an addendum to this solicitation. Offerors must frequently monitor the County's webpage at the following location <https://www.co.northumberland.va.us> for information concerning this solicitation, including any addenda or notices.

December 18, 2023		RFP Issued by County
January 2, 2024	12:00 PM	Final Questions Due
January 9, 2023		County Response to Questions
January 19 2024	12:00 PM	Proposals DUE
February 8, 2024		Intent to Award Recommendation

The County intends to engage in competitive negotiation to reach agreement on a contract, pursuant to the Virginia Public Procurement Act ("VPPA"), Va. Code §2.2-4302.2, with the top two (2) or more Offerors deemed fully qualified, responsible, and best-suited among those making proposals. After negotiations are conducted, the County shall select the Offeror which, in its opinion, has made the best proposal and provides the best value within the funds appropriated by the County to the work, and shall award the contract to that Offeror.

Notice of Award, made as a result of this solicitation, will be made via official electronic mail.

B. Contract Commencement and Expiration

The contract shall commence on the Commencement Date set forth in the contract for Forensic Auditing Services and shall expire one (1) year later, unless terminated earlier in accordance with the provisions of this Contract.

C. Renewal and/or Extension: The County, at its sole option, may renew or extend this Contract for up to a one (1) year renewal term by furnishing the Contractor with written notice of its decision to renew at least 60 calendar days before the expiration of the then-current term.

D. Clarification of Terms

In order to ensure an impartial competitive process, questions and private communications from the Offerors during proposal preparation and initial evaluation period will not be accepted. If an Offeror has questions about the Scope of Work or other solicitation documents, the Offeror should contact in writing the Contract Administrator, whose name appears in this solicitation. Inquiries regarding this RFP will be accepted up until **January 2, 2024, at 12:00 PM**, and the inquiries together with the responses shall be distributed to all Offerors. Any revisions to the solicitation shall be made only by addendum issued by the County.

E. Permits and Licenses

Contractors must be qualified to do business in the Commonwealth of Virginia.

VI. PROPOSAL CONTENTS

The proposal must include all the information set forth in this section and be organized as set forth in this section.

- a. **Tab 1- Signed Forms.** This tab should include the completed and signed forms:
 1. Proposal Signature Sheet
 2. Offeror Data Sheet
 3. Virginia State Corporate Commission Registration Information Sheet (SCC)
 4. Proprietary/Confidential Information Identification

- b. **Tab 2- Statement of the Scope.** In concise terms, state the Offeror's understanding of the scope of work presented by the RFP. The Offeror should address each section of the scope of services with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub-section titled "Exceptions".
 1. Outline the firm's approach to the County's project including scope of services to be performed.
 2. Ability of the firm and staff to meet the requirements and schedule.
 3. Evidence of appropriate license or certification necessary to perform the services in the Commonwealth of Virginia.

- c. **Tab 3-Executive Summary.** This tab should provide a brief summary of the proposal's contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three (3) pages.

- d. **Tab 4 - Key Personnel.** This tab should include the resumes or curriculum vitae of the offeror's key staff members. It should identify the specific employees assigned to provide the services solicited by this Request for

Proposals. For each key person identified by the offeror, this tab should include the following information, provided in resume format:

1. Name and title.
2. Office location and City/County of residence.
3. Project responsibilities and roles.
4. Educational background.
5. Professional registrations and memberships (if applicable).
6. Years of relevant experience.

- e. **Tab 5 - Offeror History.** This tab should include a comprehensive narrative history of the firm, including the development of its experience in providing auditing services to governmental entities and the depth of resources to provide the forensic auditing services solicited by this Request for Proposals. Explain the size of your firm, including years in business, office locations and legal structure.
- f. **Tab 6 - References.** This tab should include the names, addresses and telephone numbers of at least five (5) other local governments with whom the offeror has worked during the last five (5) years. The tab should briefly identify the project, location and services performed. The tab should also include an affirmative statement that the offeror grants its consent for the County to contact the offeror's references for purposes of evaluating the offeror for this Contract and acknowledges that any information obtained from the offeror's references will not be disclosed to the offeror. Offerors may not use the County of Northumberland as one of their references.
- g. **Tab 7 - Forensic Audit Approach.** This tab should describe in detail the offeror's proposal for providing the auditing services solicited by this Request for Proposals.
- h. **Tab 8- Work Plan and Timeline.**
 1. This tab should outline each of the proposed major tasks required to complete the engagement and estimate the approximate amount of time required for each.
 2. Indicate the estimated number(s) of professional hours, by person or class, allocated to each major task.
 3. Indicate the approximate dates that fieldwork will begin and end, for both preliminary and final field work. Also indicate estimated dates for delivery of audit reports.
- i. **Tab 9 - Mandatory Criteria.**

1. Affirm that your firm, the partner, and manager assigned to the audit engagement are properly licensed to perform the scope of services requested. Copies of licenses must be submitted in this section.
 2. Affirm that your firm meets the independence standards defined in the Ethical Rules of the AICPA and the Government Auditing Standards.
 3. Affirm that your firm meets the peer review standard of the AICPA and Government Auditing Standards.
 4. Affirm that the staff assigned to the forensic financial audit has complied with the general standards of qualifications, including continuing education requirements of the Government Auditing Standards.
- j. **Tab 10- Subcontracting.** This tab should identify any of the required services that you intend to subcontract, if any, providing the following information:
1. Reasons for subcontracting.
 - i. Proposed subcontractor responsibilities.
 - ii. Identity of proposed subcontractors including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant supporting information.
- k. **Tab 11 - Transmittal Letter** - Each proposal must include a letter of transmittal containing the signature of the representative authorized to enter contracts for the prime contractor. The transmittal letter should not exceed two (2) pages in length. It should also include a brief background of the firm in general including the size and organizational structure.

VII. FACTORS FOR CONSIDERATION AND EVALUATION CRITERIA

- A. These criteria are to be utilized in the evaluation of qualifications for the development of the shortlist of those offerors to be considered for negotiations. Individual criteria will be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

B. The Evaluation Committee will carefully evaluate all proposals received and select a limited number of Offerors to present additional details via an on-site evaluation. The evaluation committee will also use the following evaluation criteria in ranking and selecting offerors for negotiation pursuant to this Request for Proposals:

C. Available Evaluation Points - 100

Evaluation Criteria		Points
1	<p>Qualification of the firm to perform audits for Local Governments similar to the County.</p> <p>This criterion considers (i) the Offeror’s documented past performance on any governmental contract with an emphasis on auditing services for local governments. (ii) the results of reference checks and (iii) the Offeror’s experience in providing the services solicited in this RFP as set forth in the proposal.</p>	35
2	<p>Qualification of the staff to be assigned to the project.</p> <p>This criterion considers (i) the qualifications of the Offeror’s personnel whom the Offeror proposes to assign to provide the services solicited by this RFP as set forth in the Offeror’s proposal.</p>	35
3	<p>Compliance with Requirements.</p> <p>This criterion considers the extent the Offeror’s compliance and willingness to comply with all of the terms, conditions and other requirements of the RFP and resulting contract.</p>	10
4	<p>Ability to meet the time schedule for completion of the work set forth in this RFP. Offerors should demonstrate a capacity to perform the tasks proposed within the allotted time, i.e., the methodology, time frame, and plan for providing requested services within stated deadlines.</p>	20
Total		100

The County shall engage in individual discussions with two (2) or more offerors deemed fully qualified, responsible, and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the County may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of the price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the County

shall select, in the order of preference, two (2) 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 County 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 County reserves the right to make multiple awards as a result of this solicitation. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

In negotiations regarding the terms of the contract, the County has no legal authority to indemnify the offeror. Firms submitting proposals agree that they will not ask the County to indemnify them in any resulting contract.

VIII. INSTRUCTIONS TO OFFERORS

A. Proposal Submission Instructions and Preparation

1. GENERAL INSTRUCTIONS:

In order to be considered for selection, Offerors must submit a complete response to the RFP. Proposals shall be submitted by U. S. Mail, overnight service, or hand delivery.

- I. If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not open to public inspection, the Offeror must submit an additional copy of its proposal that eliminates such part or parts. This copy shall be identified with the words "REDACTED COPY".
- II. U.S. Mail, overnight service, or hand delivery. All proposals must be sealed and labeled on the outside of an opaque envelope or package to show the following:
 - a. Title of Proposal
 - b. Name of Offeror
 - c. Address of Offeror
 - d. RFP Number
 - e. Receipt and Closing Date

One (1) original, marked “Original,” three (3) copies, and one (1) copy on a thumb drive of their proposal must be submitted to the County Administrator’s Office. Proposals shall be open to public inspection only after the award of the contract. The time proposals are received shall be determined with reference to the County Administrator’s Office Official Clock. Offerors are responsible for ensuring that their proposals are stamped by County Administrator’s Office personnel by the deadline indicated. In the event the County offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-proposal conference and/or the advertised proposal receipt date, the conference and/or receipt date will default to the next open business day at the same time and location.

- a. Submit a digital version of the proposal in PDF or DOC format on a tumb drive.
- b. If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not be opened to public inspection, the Offeror must submit an additional digital copy of its proposal that eliminates such part or parts. This copy shall be identified with the words “REDACTED COPY” and should be submitted on the same thumb drive.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all the information requested may result in the County Administrator’s Office requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. The County Administrator’s Office may reject proposals which are substantially incomplete or lack key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. 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.

- d. 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. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.
 - e. 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.
 - f. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act ("FOIA"). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under FOIA; however, the Offeror must invoke the protections of Va. Code § 2.2-4342.F., 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 reasons 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.
4. 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 County. 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 County Administrator's Office will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

IX. GENERAL TERMS AND CONDITIONS

1. Proposal and Contract Requirements

This RFP, plus the resulting offers and contract, shall be consistent with and governed by the VPPA. In the event of an inconsistency between the solicitation and the selection requirements set forth in this RFP versus those set forth in the VPPA, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the VPPA.

County will consider contractors' standard contracts for this engagement but reserves the right to use its own contract provisions.

2. Obligation of Offeror/Prospective Contractor

By submitting an offer, the Offeror agrees that it has satisfied itself from a personal investigation of the conditions to be met, that the obligations herein are fully understood, and no claim may be made, nor will there be any right to cancellation or relief from the Contract because of any misunderstanding or lack of information.

3. Qualification of Offerors

The Offeror must demonstrate to the satisfaction of the County that it has the necessary experience, skilled personnel, and financial resources to perform the services required under this solicitation. Qualified Prospective Contractors shall have substantial recent experience in providing similar services on a scale equal to or greater than what County is requesting and meet the following requirements:

- Receive praise from past clients for quality of work, timely delivery, and fair and equitable handling of change orders.
- Employ, or have the ability to hire, the necessary complement of personnel to complete all work in the specified time.

The County may make such reasonable investigations as deemed proper and necessary to determine the competency and financial stability of the Offeror to perform the Contract. The Offeror shall furnish the County with such information and data for this purpose as may be requested.

If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the County, the County reserves the right to reject any offer.

4. Additional Information

County reserves the right to ask any Offeror to clarify its offer.

5. Rejection of Offers

County expressly reserves the right to reject any or all offers or any portion of an offer, and to re-solicit the services in question, if such action is deemed to be in County's best interest. County will not compensate Offerors for the cost of offer preparation whether or not an award is consummated. The County reserves the right to waive non-substantive irregularities.

6. Inspection of Offers

The Virginia Freedom of Information Act ("FOIA"), Va. Code §§ 2.2-3700' *et seq.* shall govern the release of public records related to the Contract. Trade secrets or proprietary information related to procurement may not be subject to public disclosure, provided the requirements at Va. Code § 2.2-4342.F. are met.

7. Protest of Award

An Offeror who wants to protest an award or a decision to award a contract must submit the protest, in writing, to the County no later than 10 days after either the decision to award or the award, whichever occurs first. The protest must include the basis for the protest and the relief sought. Within 10 days after receipt of the protest, the County Administrator will issue a written decision stating the reasons for the action taken. This decision is final. Further action, by an Offeror, may be taken by instituting action as provided by the Code of Virginia.

8. Debarment Status

By submitting a proposal, the Offeror certifies that it is not currently debarred from submitting proposals or contracts by any agency of the Commonwealth of Virginia, nor is an agent of any person or entity that is currently debarred from submitting proposals or contracts by any agency of the Commonwealth of Virginia.

9. Anti-Discrimination

By submitting a proposal, the Offeror certifies to County that it will conform to the provisions of Va. Code § 2.2-4311 of the VPPA prohibiting discrimination.

10. Insurance

County will require the Contractor to purchase and maintain insurance coverage to the levels described in this section. A description of the proposed insurance as specified below, including insurance carrier names and policy numbers, should be included in the Offeror's proposal.

Include evidence of insurance as outlined below. If such insurance is incomplete, provide a letter from your insurance agent stating that the Offeror is eligible to obtain insurance to the prescribed limits should a contractual offer be extended.

1. The Contractor shall be responsible for its work and every part thereof, and for all

materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the Contract work.

2. Liability insurance may be arranged by General Liability and automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
3. The Contractor agrees to provide insurance issued by companies authorized to do business within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
4. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein and making County an additional insured, and shall have it filed with the County Administrator before a Contract is executed and any work is started.
5. MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:
 - a. Workers' Compensation - Statutory requirements and benefits, irregardless of being subject to Title 65.2 of the *Code of Virginia of 1950* (Workers' Compensation). Coverage shall include an "all states" endorsement and shall be provided for any proprietor, partner, executive officer, or member.
 - b. Employers' Liability - \$100,000 bodily injury by accident each accident
\$100,000 bodily injury by disease each employee
\$500,000 bodily injury by disease policy limit
 - c. Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage, as well as contractual liability coverage. The County of Northumberland must be named as an additional insured and so endorsed on the policy.
 - d. Commercial Automobile Liability - \$1,000,000 combined single limit each accident. Automobile Liability is to cover "any auto".
 - i. Instructions Regarding Insurance Certificates: The Contractor and his insurance company should carefully review the insurance requirements applicable to this contract. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies, as applicable, name the "County of Northumberland" as an additional insured. Many Certificates have a space headed "Description" where the language may be inserted as follows: the " County of Northumberland is additional insured" *or that* the " County of Northumberland is additional insured with respects to General Liability; and/or Umbrella Liability policies".
2. The Certificate Holder should be listed as:

The County of Northumberland
c/o County Administrator's Office
72 Monument Place Heathsville, Virginia 22473 Contract
No. 23-12182023- Forensic Auditing Services

3. The Contractor will provide an original, signed Certificate of insurance, and such endorsements as prescribed herein.
 - ii. Additional Insurance Requirements: Any additional specific insurance coverage to be provided by the Contractor are stated in the Supplementary General Conditions.
6. The Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) days of demand by County. These certified copies will be sent to County from the Contractor's insurance agent or representative.
7. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45-day written notice to the County Administrator. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the County Administrator.
8. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to County for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
9. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this hearing or under any other section or provisions of the Contract.
10. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.

11. Nothing contained herein shall be construed as creating any contractual relationship between the subcontractor(s) and County. The Contractor shall be as fully responsible to County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
12. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
13. The Contractor shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
14. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the County Administrator, may be considered.
15. The County shall be named an additional insured in the General Liability policies and stated so on the Certificate. This endorsement shall be added using form CG 2010(11/85) or its equivalent.
16. Waiver of subrogation endorsement under workers compensation shall be included to waive subrogation against County or its officers and employees.
17. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein and making County an additional insured, and shall have it filed with the County Administrator before a Contract is executed and any work is started.

x. COMPLETED FORMS MUST BE INCLUDED WITH THE PROPOSAL SUBMISSION

REFERENCE FORM

Describe previous work experience for at least five (5) engagements that are similar in-service type, size, scope, and/or complexity in the past five (5) years. Information shall include, but is not limited to, the following.

Client Company's Name _____

Contact Name _____ Telephone Number _____

Email Address _____

Fax Number _____

Address _____

Type of business, if not public transportation _____

Detailed scope of services

Beginning and ending dates _____

Contract value \$ _____

Other information:

OFFERORS MUST RETURN THIS COMPLETED FORM WITH PROPOSAL

PROPOSAL SUBMISSION FORM

RFP #23-2182023

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____ Contact Person _____
Address _____ Title _____
_____ Telephone No. _____
Remittance Address _____ FAX No. _____
_____ Email _____

Indicate Which Apply:

Corporation. Partnership Sole Proprietorship -Small Business

Organized under the laws of the State of _____ Age of Firm: _____ years
Principal place of business at _____

Annual gross Receipts: Indicate by checking X the appropriate block that applies to your firm:

Less than \$7,500,000 **More than \$7,500,000**

Following are the names and addresses of all persons having an ownership interest of 3% or more in the company: (Attach more sheets if necessary)

SECTION III - CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Va. Code §§ 2.2-3100, *et seq.*, the "State and Local Government Conflicts of Interest Act."

The Offeror **is** [] **is not** [] aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION III - COLLUSION

I certify that this offer is made without prior understanding, agreement, or in connection with any corporation, firm, or person submitting an offer for the same services, materials, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and results in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for the Offeror.

Signature _____ Date _____

Name (Printed) _____ Title _____

OFFERORS MUST RETURN THIS COMPLETED FORM WITH PROPOSAL

RFP # 23-12182023 FORENSIC AUDITING SERVICES

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION SHEET

The 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 offerors out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this proposal 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.

Please check the following box if you have not checked 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:

OFFERORS MUST RETURN THIS COMPLETED FORM WITH PROPOSAL

Proprietary/Confidential Information Summary Sheet

NAME OF FIRM/OFFEROR: _____

Trade Secrets and Proprietary Information: Ownership of all data, materials and documentation originated and prepared for the County pursuant to RFP # 23-12182023 shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. 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 of VA Code § 2.2-4342.F. in writing. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. **THE CLASSIFICATION OF AN ENTIRE PROPOSAL DOCUMENT, LINE-ITEM PRICES AND/OR TOTAL PRICES AS PROPRIETARY OR TRADE SECRETS IS NOT ACCEPTABLE AND WILL RESULT IN REJECTION OF THE PROPOSAL.**

Document or Section/Title	Specific Page Number(s)	Reason(s) for Withholding from Disclosure. See the Reason Codes listed below.

Identify the reason for withholding from disclosure by applying the applicable code from below and/or by written explanation.

Identify the reason for withholding from disclosure by applying the applicable code from below and/or by written explanation.

- A = This page contains information relating to “trade secrets”, and “proprietary information” including possessions, operations, style of work, or apparatus, identify, confidential statistical data, amount, or source of any income of any person (or) partnership. Virginia Public Procurement Act, § 2.2-4342. F.
- B = This page contains proprietary information including confidential, commercial, or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. Virginia Public Procurement Act, § 2.2-4342.F.
- C = This page contains proprietary information including confidential, commercial, or financial information. The disclosure of such information would cause substantial harm to our competitive position and impair the Government’s ability to obtain necessary information from contractors in the future. Virginia Public Procurement Act, § 2.2-4342.F.

Signature _____ Date: _____

Name (Printed) _____ Title: _____

OFFERORS MUST RETURN THIS COMPLETED FORM WITH PROPOSAL

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees or other persons that will provide services under this Contract to have direct contact with **Northumberland County Public Schools** students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia § 22.1-296.1. making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. **Northumberland County Public Schools nor Northumberland County** shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

†NO

†YES (please explain) _____

Contractor: _____ **Date** _____

By: _____

Print: _____

Title: _____

OFFERORS MUST RETURN THIS COMPLETED FORM WITH PROPOSAL

XI. SAMPLE CONTRACT

CONTRACT: #23-12182023

This Contract is entered into this ____ day of _____, 2024, by and between the County of Northumberland, Virginia (“County”), 72 Monument Place, Heathsville, Virginia 22473., and _____, the Contractor, _____, (a _____(partnership or corporation), authorized to do business in Virginia, for the services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Virginia Public Procurement Act, Va. Code §§ 2.2-4300, *et seq.* (“VPPA”), which is incorporated herein by reference.

SECTION I SPECIAL PROVISIONS

I.1 Contract Term

The term of this Contract shall be within one (1) year of the effective date of the contract, at which time all Work set forth in the Scope of Work shall be complete.

I.2 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. County’s Solicitation RFP #23-12182023, entitled “Forensic Auditing Services”.
2. Contractor’s Proposal dated _____.
3. _____

I.3 Precedence of Terms

In the event of an inconsistency between the above-referenced documents, the inconsistency shall be resolved by the following order of precedence:

- a. The Virginia Public Procurement Act, Va. Code §§ 2.2-4300 *et seq.*
- b. This executed Contract #23-12182023,
- c. County’s Solicitation RFP #23-12182023, entitled “Forensic Auditing Services”.
- d. Contractor’s Proposal dated _____.

I.4 Provision of Services – Scope of Work

The Contractor shall provide a Forensic Auditing Services as described herein and further outlined in Scope of Work and Contractor’s Proposal.

I.5 Contract Amount

The _____.

I.6 Method of Payment

The Contractor shall submit invoices on a monthly basis on the first day of the month identifying the services performed and the percentage of the work completed. The invoice should cite the Purchase Order Number, Contract Number, and date of services. County will make payment to the Contractor, net 30 days, after receipt of an acceptable invoice.

I.7 Time of the Essence and Completion

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

I.8 Key Personnel

The Contractor shall assign to this Contract the following key personnel:

During the period of performance, the Contractor shall make no substitutions of key personnel unless approved in writing by the Contract Administrator.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumés for the proposed substitutes, and any additional information requested by the Contract Administrator. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contract Administrator will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

I.9 Insurance

Contractor shall maintain insurance in an amount as set forth in the RFP and shall otherwise comply with the Insurance Requirements set forth in the following numbered paragraphs:

1. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the Contract work.
2. Liability insurance may be arranged by General Liability and automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

3. The Contractor agrees to provide insurance issued by companies authorized to do business within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
4. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein and making County an additional insured, and shall have it filed with the County Administrator before a Contract is executed and any work is started.
5. MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:
 - a. Workers' Compensation - Statutory requirements and benefits, irregardless of being subject to Title 65.2 of the *Code of Virginia of 1950* (Workers' Compensation). Coverage shall include an "all states" endorsement and shall be provided for any proprietor, partner, executive officer, or member.
 - b. Employers' Liability - \$100,000 bodily injury by accident each accident
 \$100,000 bodily injury by disease each employee
 \$500,000 bodily injury by disease policy limit
 - c. Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage, as well as contractual liability coverage. The County of Northumberland must be named as an additional insured and so endorsed on the policy.
 - d. Commercial Automobile Liability - \$1,000,000 combined single limit each accident. Automobile Liability is to cover "any auto".
 - i. Instructions Regarding Insurance Certificates: The Contractor and his insurance company should carefully review the insurance requirements applicable to this contract. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:
 1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies, as applicable, name the " County of Northumberland " as an additional insured. Many Certificates have a space headed "Description" where the language may be inserted as follows: the " County of Northumberland is additional insured" *or that* the " County of Northumberland is additional insured with respects to General Liability; and/or Umbrella Liability policies".

2. The Certificate Holder should be listed as:
County of Northumberland
c/o County Administrator's Office
72 Monument Place Heathsville, Virginia 22473
Contract No. 23-12182023- Forensic Auditing Services

3. The Contractor will provide an original, signed Certificate of insurance, and such endorsements as prescribed herein.
- ii. Additional Insurance Requirements: Any additional specific insurance coverage to be provided by the Contractor are stated in the Supplementary General Conditions.

6. The Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) days of demand by County. These certified copies will be sent to County from the Contractor's insurance agent or representative.

7. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45-day written notice to the County Administrator. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished or termination pursuant to Section 8 below.

8. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to County for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.

9. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this hearing or under any other section or provisions of the Contract.

10. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.

11. Nothing contained herein shall be construed as creating any contractual relationship between the subcontractor(s) and County. The Contractor shall be as fully responsible to County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

12. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

13. The Contractor shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

14. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the County Administrator, may be considered.

18. County shall be named an additional insured in the General Liability policies and stated so on the Certificate. This endorsement shall be added using form CG 2010(11/85) or its equivalent.

19. Waiver of subrogation endorsement under workers compensation shall be included to waive subrogation against County or its officers and employees.

1.10 Hold Harmless, Indemnify, and Defend County

The Contractor agrees to indemnify, defend at its own expense, and hold harmless County, its officers, agents, employees, and volunteers, from any and all claims for property damage, bodily injuries, and personal injuries, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts or omissions of the Contractor, including its agents, subcontractors, employees and volunteers, in connection with work under this Contract.

SECTION II GENERAL PROVISIONS

II.1 Assignability of Contract

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

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The County Administrator shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

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

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the County Administrator requires submission of a cost proposal prior to the initiation of any changed work

or supplies. Later notification shall not bar the honoring of such claim or demand unless County is prejudiced by such delay.

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

II.3 Employment Discrimination

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, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran, 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 provision of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or contractor.

II.4 Drug-free Workplace to be Maintained by Contractor

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale,

distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Contract.

II.5 Claims/Disputes

Contractual Disputes and Claims: In accordance with Va. Code § 2.2-4363, this provision shall be followed for consideration and handling of all disputes and claims by the Contractor under this Contract. Va. Code § 2.2-4365 is not applicable to this Contract. Under no circumstances is this section an administrative appeals procedure governed by Va. Code § 2.2-4365.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) business days after the occurrence or the event giving rise to the claim or within ten (10) business days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this Contract be filed after submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within 30 calendar days from the receipt of the claim from the Contractor and shall be final and binding.

Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the work under this Contract.

In accordance with the provisions of Va. Code § 2.2-4363, full compliance with the disputes and claim resolution procedure set forth in this Section shall be a precondition of the filing of any lawsuit by the Contractor against the County arising out of the Contract.

II.6 Termination for Convenience of the County

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

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

Upon receipt of such Notice, the Contractor shall:

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

2. place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the County Administrator; and
5. use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the County Administrator.

County shall pay reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

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

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - a. cost of work performed or supplies delivered;
 - b. the cost of settling and paying any reasonable claims as provided in subparagraph (4) above;
 - c. a sum as profit on (a) determined by the County Administrator to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the number of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided. In the event that the Contractor is not satisfied with any payments, which the County Administrator shall determine to be due under this clause, the Contractor may appeal any claim in accordance with the "Claims and Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from

County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

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

II.8 Examination of Records

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

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

II.9 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then County may terminate this Contract upon thirty (30) calendar days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

II.10 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Va. Code §§ 2.2-4367 through 2.2-4377, and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.11 Governing Law and Forum

This Contract and any disputes hereunder shall be governed by the Constitution and laws of the Commonwealth of Virginia. Any legal action arising out of or related to this Contract shall be filed in a state court located in Northumberland County, Virginia, or the United States District

Court for the Eastern District of Virginia, Richmond Division, to the exclusion of the courts of any other jurisdiction.

II.13 Integration

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

II. 14 Force Majeure

If either party to this Contract is rendered unable, wholly or in part, to carry out its obligations under this Contract in a timely manner by reason of some cause beyond the control and without the fault or negligence of the Party that amounts to Force Majeure, such party shall give to the other party prompt written notice within in five (5) business days thereof with reasonably full particulars, and if undisputed, the obligation of the party giving notice to perform its obligations shall be suspended during, but no longer than, the continuance of the Force Majeure, and such party shall act diligently to remove the Force Majeure as soon as practical and to reschedule the work or take such other action as is reasonable necessary to mitigate any delay.

For the purposes of this section, Force Majeure shall mean:

- (a) An act of war, whether or not declared, civil war, insurrection, riot, acts of terrorism, or any condition incident to the foregoing.
- (b) Acts of the Federal or State government or the entry of a court order, intended to, or having the effect of stopping or delaying the work.
- (c) An Act of God which for the purposes of this section shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature or pandemic beyond the power of the party to foresee or make preparation in defense of. The performance of the work shall not be adjusted for normal inclement weather.

II.15 Immigration and Control Act of 1986

Pursuant to Va. Code § 2.2-43311.1, the Contractor certifies that it does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Contractor:
By: _____
Signature in ink Date

County of Northumberland, VA:
By: _____
County Administrator Date

APPROVED AS TO FORM:

County Attorney

Date

