



COMMONWEALTH OF VIRGINIA

County of Henrico

RFP No. 24-2773-10EMF

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

November 7, 2024
Request for Proposal ("RFP")
Audit Services

Your firm is invited to submit a proposal to provide audit services for the County of Henrico, VA in accordance with the enclosed Specifications and General Terms and Conditions. Pursuant to Section 2.2-4304 of the Code of Virginia, this procurement is a cooperative procurement being conducted on behalf of Henrico County and other public bodies.

Your firm's proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a "pdf" format**, will be received no later than **December 11, 2024 at 2:00 p.m.** by submission through the Commonwealth of Virginia's electronic procurement platform [eVA](https://eva.virginia.gov/).

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

Pursuant to Henrico County Code Section 16-43, the Board of Supervisors of Henrico County, Virginia shall be the awarding authority when the contract amount is over \$80,000. Otherwise, the award will be made by the Purchasing Director.

This RFP and any addenda are available on the County of Henrico website at: <http://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this RFP, please contact **Eileen Falcone** at **fal51@henrico.gov** by no later than **noon November 20, 2024**.

Very truly yours,

Eileen M. Falcone, CPPM
Purchasing Director

I. INTRODUCTION

A. Purpose

The intent and purpose of this Request for Proposal (“RFP”), and the resulting contract, is to obtain services from a qualified firm to provide annual audit services in accordance with the Scope of Services section of the solicitation.

B. Background

Henrico County, Virginia is the sixth largest locality in the Commonwealth of Virginia and is located in the Metropolitan Richmond area. It features a land area of 244 square miles, and consists of both highly developed urban and suburban areas, and undeveloped agricultural and forest land. Henrico’s 2024 population is approximately 347,000.

Henrico County operates under the County Manager form of government, as described in Code of Virginia 15.2-600. The County has a five-member Board of Supervisors, elected by magisterial district, which acts like a board of directors and has responsibility for appointing the County Manager. The County maintains AAA bond ratings from Moody’s, Standard and Poor’s, and Fitch Ratings.

In Virginia, cities and counties are distinct units of government; therefore, Henrico is responsible for providing all services normally provided by a local government. These services include fire and police protection, social services and mental health, planning and building inspections, public works (roads, drainage and traffic), public utilities (water and wastewater, solid waste and streetlights), libraries and recreation, schools and general government administration.

For financial accounting purposes, transactions are recorded in fund and account groups. The operations of each fund are accounted for with a set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures/expenses.

For financial reporting purposes and in accordance with the Governmental Accounting Standards Board (GASB) Statements 14 and 61, the County has identified two discrete component units. The elected School Board and the James River Juvenile Detention Commission are reported in discrete presentations.

Based on GASB Statement 61 criteria, the County School Board of Henrico County, Virginia is a legally separate organization providing educational services to the public. The School Board is elected but is fiscally dependent on the County. The James River Juvenile Detention Commission is a legally separate organization established to provide juvenile detention facilities for the Counties of Goochland, Henrico and Powhatan.

The County’s fiscal year is from July 1 to June 30. The Code of Virginia requires that the County Manager submit a balanced budget to the County of Henrico Board of Supervisors.

The fiscal year 2025 Operating Budget totals \$1,807,405,018 and the Capital Budget totals \$207,192,000. There are 4,480 general government and 6,840 education full-time positions. **(See the Henrico County website for the Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2023 <http://www.henrico.gov/finance/public-data>.**

Audit fees for the FY2023 audit were \$320,711 with approximately 1,600 hours reported by the incumbent firm. This does not include 600 hours incurred by County Internal Audit staff in the performance of audit testing and support.

Audits are typically scheduled for the Spring and Fall. Spring audit period last approximately 4 weeks and the Fall audit period is around 12 weeks. Since the FY2020 audit, most audit work is performed virtually.

In FY25 the County will implement GASB Statement No. 101 Compensated Absences.

The County internal audit department consists of a staff of seven, many of whom hold professional certifications such as CPA, CIA, and/or CISA. The department performs tests of internal controls related to financial, operational, information technology, and compliance processes for both the general government and school system during the year. Their work is based on separate annual audit plans which are reviewed with the County's Audit Committee and the Schools' Audit Committee, respectively. All reports are made available to the external auditors. The primary focus of Internal Audit has not been to support the external financial audit, and reports of Internal Audit are not associated with the external audit function. Historically, the department has allocated approximately 300 hours of time in the separate annual audit plans to provide direct assistance to the external auditors. In previous years, the direct assistance has included areas such as cash, accounts payable (subsequent disbursements), fixed assets, and compliance testing related to single audit and Virginia APA requirements. The County is interested in potentially discontinuing the use of Internal Audit staff for assistance to the external auditors, and requests proposals under both scenarios.

Audit Services are currently being provided by Cherry Bekaert LLP. The contract is expiring on March 31, 2025. Fees for services agreed to in annual engagement letters and paid for FY24 and FY23 are as follows:

FY Ending 6-30-24

Annual Base Audit Services Fee (County and Schools)	\$303,363
Fee per Required program (in excess of 10)	\$6,928
Examination of VRS census data, County	\$6,322
Examination of VRS census data, Schools	\$6,322
Auditor's Report on Sheriff's Office Canteen and Inmate Fund	\$14,325

FY Ending 6-30-23

Annual Base Audit Services Fee (County and Schools)	\$294,527
Examination of VRS census data, County	\$6,138
Examination of VRS census data, Schools	\$6,138
Auditor's Report on Sheriff's Office Canteen and Inmate Fund	\$13,908

II. **SCOPE OF SERVICES**

The Successful Auditor shall furnish all labor, materials, equipment and supervision necessary to provide the following services:

A. Financial Statements

The Successful Offeror shall audit the financial statements of the governmental activities, the business-type activities and each major fund of the County in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the *Specifications for Audits of Counties, Cities and Towns* issued by the Virginia Auditor of Public Accounts. The audit will result in the rendering of the Auditor's opinion on the financial statements prepared by the County. If the Successful Offeror's opinion is to be anything other than unqualified, the Successful Offeror shall have furnished the County, on a timely basis, the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.

B. Supplemental Schedules and Statistical Schedules

The Successful Offeror shall apply procedures and report on the Required and Other Supplemental Information included in the Annual Comprehensive Financial Report (ACFR), including the Schedule of Expenditures of Federal Awards. The Successful Offeror is not required to apply procedures and report on statistical tables included in the Statistical Section of the ACFR.

C. Internal Controls

In connection with the audit of the financial statements, the Successful Offeror shall consider, test, and report on internal controls in accordance with *Government Auditing Standards*, Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the *Specifications for Audits of Counties, Cities and Towns*.

D. Compliance Auditing

In connection with the audit of the financial statements, the Successful Offeror shall perform tests and report on compliance in accordance with *Government Auditing Standards*, Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the *Specifications for Audits of Counties, Cities and Towns*.

E. Comparative Report Transmittal Forms

The Successful Offeror of Public Accounts (APA) requires all local governments to complete the Comparative Report Transmittal Forms in accordance with the requirements of the *Uniform Financial Reporting Manual*. The County shall prepare the required forms for submission to the APA. The Successful Offeror shall perform the agreed-upon procedures required in the *Uniform Financial Reporting Manual* and prepare their letter on those procedures by December 15 following the end of the fiscal year.

F. Component Units

The County has identified the following as component units requiring inclusion in the County's financial statements. The County School Board, a discretely presented governmental component unit for which there are not separately presented financial reports. Separate external auditors under a separate contract will audit the School Activity Funds. The James River Juvenile Detention Commission (JRJDC) is a discretely presented component unit. In addition, the Successful Offeror shall audit any component units identified during the audit as part of the audit of the County's financial statements, unless the audit contract indicates that other auditors will audit a component unit.

G. The examinations noted above shall be sufficient to render opinions:

1. On the financial statements (including the government-wide, governmental funds, proprietary funds, fiduciary funds and component unit statements) of the County, as required for the County's ACFR;
2. On any and all reports required by State law and Federal Audit Standards applicable to Virginia local governments;
3. On all reports required by the Auditor of Public Accounts of the Commonwealth of Virginia, including all requirements of the Virginia compliance supplement described in section 3 of the most recent Auditor of Public Account's *Specifications for Audits of Counties, Cities, and Towns*;
4. On audit work and opinions on the Sheriff's Office Canteen Fund and Inmate Fund;
5. On certain Agreed Upon Procedures for the Sheriff's system of internal controls and records.
6. On certain Agreed Upon Procedures for the Solid Waste Landfill, which were agreed to by the Environmental Protection Agency, Department of Environmental Quality, Commonwealth of Virginia and the County, solely to assist the specific parties in evaluating management's assertion about the County's compliance with the financial test per the Code of Federal Regulations (CFR) Title 40, Part 264, Section 143 (40 CFR 264.143).

H. The Successful Offeror's reports will be published in and with the County's Annual Comprehensive Financial Report; the County's website; and any official statements published for bond issuance purposes. The Successful Offeror will be notified prior to publication of official statements, and may, without additional cost to the County, review all documents that include an audit opinion prior to publication.

I. The Successful Offeror will develop management letter comments and recommendations during the course of their examination, and the reports shall be made to the Audit Committee and The Honorable Members of the Board of Supervisors of the County of Henrico, Virginia. The Successful Offeror shall submit draft copies of the reports and management letter comments to the Director of Finance for review and comment no later than two weeks prior to presentation.

J. The Successful Offeror shall provide up to 45 copies of all reports, which shall be bound, upon request. One additional copy shall be unbound and will be used by the County as a "camera ready" copy for the published report and four additional copies shall be unbound for the Audit Committee.

At least 8 bound copies shall be provided to the County prior to the presentation at the Board of Supervisors meeting. The reports shall be made to the Honorable Members of the Henrico County Board of Supervisors.

- K. The Successful Offeror should indicate what additional services the firm would be willing to provide to the County, outside of the normal scope of the audit engagement, without any additional fees being incurred.
- L. The Successful Offeror shall schedule conferences between the Auditor and the County's Audit Committee before the preliminary work and at the end of the audit. The purpose of these meetings is to keep the County fully informed on the scope and progress of the audit. In addition, the Successful Offeror shall make an immediate, written report to the County's Audit Committee of all changes in key Auditor personnel assigned to the County's audit and any irregularities and illegal acts, or indications of illegal acts, of which they become aware. All of these activities will be coordinated with the County's Director of Internal Audit.
- M. The Successful Offeror will be required to execute a Business Associate Agreement to satisfy the HIPAA Rules and the HITECH Act.
- N. Submission of Reports and Transmittal Forms

The County will send its ACFR to the Government Finance Officers Association of the United States for review in its certificate of achievement program and to appropriate State and Federal agencies. The Auditor shall be responsible for submitting copies of the ACFR and the Comparative Report Transmittal Forms to the Auditor of Public Accounts on or before December 15. The County shall be responsible for submitting copies of the ACFR to the appropriate State and Federal agencies.

- O. The Auditor shall present a detailed report no later than December 31 at a public meeting to the County Board of Supervisors as required by Section 15.2-2511 of the Code of Virginia.
- P. The Auditor shall provide at least eight (8) hours of continuing professional education to County personnel with financial certifications at no additional charge. The Director of Finance and Director of Internal Audit shall be notified of this professional education no less than one month prior to its scheduled date.

III. COUNTY RESPONSIBILITIES

The County will designate an individual to act as the County's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract.

As agreed in the annual engagement letter, the County may provide the Auditor with internal audit assistance. The areas in which the internal auditors will assist will be agreed upon by the Auditor and the County's Director of Internal Audit no later than June.

The County, through the Accounting Division of the Department of Finance, will provide various bank reconciliations, confirmation, and lead schedules of accounting data needed by the Auditor, provided sufficient advance notice and preparation time are given.

IV. ANTICIPATED PROCUREMENT SCHEDULE

The following represents the timeline of the process currently anticipated by the County:

Request for Proposal Distributed	November 7, 2024
Questions Due	November 20, 2024
Receive Written Proposals	December 11, 2024; 2:00 p.m.
Conduct Oral Interviews with Offerors	TBD
Negotiations Completed	January/February 2025
Award Contract	March, 2025
Services Begin	April 1, 2025

V. GENERAL CONTRACT TERMS AND CONDITIONS

A. Annual Appropriations

The contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror (“Successful Offeror” or “Contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable
4. Notice of award or intent to award may also appear on the Purchasing Office website:
<http://henrico.us/finance/divisions/purchasing/>.

C. Collusion

By submitting a proposal in response to this Request for Proposal, each Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

1. The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The Successful Offeror must include a unique identifying invoice number on each invoice. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.
2. The County encourages the Successful Offeror to receive payments via ACH. The County utilizes a third-party payment network powered by Bank of America called Paymode-X. This network allows the County to make ACH payments to vendors without retaining any financial information of that business. If interested, the Successful Offeror should visit <https://www.paymode.com/henricocounty> to register or for more information. The

Successful Offeror should register each payment address where ACH payments will be received. Once registered with Paymode-X, the verification process takes up to two weeks before ACH payments begin. All payments until then are issued via check.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Termination by County

1. The County may terminate the Contract for cause or for convenience.
2. Termination for Cause
 - a. If the Successful Offeror fails to perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it by a stated deadline.
 - b. If the Successful Offeror fails to cure its default by the deadline, then the County may terminate the Contract, in whole or in part, by providing written notice of termination to the Successful Offeror. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.
 - c. Unless the notice of termination states otherwise, the Successful Offeror shall stop performing the Contract when it receives the notice of termination.
 - d. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination minus the County's cost to complete the Successful Offeror's work. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination. If the County's cost to complete the Successful Offeror's work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.
 - e. Unless the parties expressly agree in writing otherwise, the County may transmit notices of default and termination for cause by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.
 - f. If the Successful Offeror receives two notices of default, the County shall not be obligated to give the Successful Offeror the opportunity to cure any subsequent defaults but may terminate the Contract in accordance with this section.
 - g. If it is determined that the Successful Offeror knowingly made a false certification in violation of the Responsible Offeror Certification section of this RFP, the County

may terminate the contract for cause. In terminating the contract for this cause, the County shall not be obligated to give the Successful Offeror the opportunity to cure.

- h. If any act or omission of the Successful Offeror (including the Successful Offeror's employees, agents, subcontractors, and assigns) arising out of the performance of the contract causes any person to suffer bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty, then the County shall not be obligated to give the Successful Offeror the opportunity to cure its default but may terminate the contract in accordance with this section.
- i. Any remedies this section affords to the County are non-exclusive, and the County may enforce any remedy available at law or in equity in connection with any default of the Successful Offeror. Termination of the contract for cause does not relieve the Successful Offeror of liability for damages the County sustains because of the Successful Offeror's breach.

3. Termination for Convenience

- a. The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.
- b. The County must give the Successful Offeror written notice of a termination for convenience. The notice must specify the extent to which the Contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.
- c. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.
- d. Unless the County's notice specifies otherwise, the Successful Offeror must stop work on the date it receives the notice of termination.
- e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice sent by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)

- 1. 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.

2. 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 the Virginia Public Procurement Act, 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.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with 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). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

J. Ethics in Public Contracting

Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its 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.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

M. Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County

N. Indemnification

The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools) and the County's officers, agents, and employees ("Indemnified Parties") from any damages, liabilities, and costs, including attorneys' fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the provision of any services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the sole negligence of the County.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment E).**

P. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.gov/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

W. Subcontractors/Third Party Service Providers

The Contractor may not use a subcontractor/third party service provider to perform any portion of the Contractor's auditing services for the County without the County's prior specific and informed written consent. The Contractor shall submit a written request to the County before using a subcontractor. Such request shall include, at a minimum, the following information: (1) the proposed subcontractor's legal name and principal place of business, (2) the proposed subcontractor's qualifications and experience, (3) a reasonably detailed description of what work the proposed subcontractor will perform, (4) the location (country, state, and city) where the proposed subcontractor will perform its work, (5) how the County's data will be transmitted between the Contractor and the proposed subcontractor, and (6) how the subcontractor will store the County's data. The County reserves the right to reject any proposed subcontractor for any reason not prohibited by law. The Contractor shall remain fully liable for the work done by its subcontractors. Nothing herein shall create any contractual relationship between the County and the subcontractors.

X. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

Y. Reserved

Z. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

AA. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: http://henrico.us/pdfs/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

BB. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

CC. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

DD. Payment Clauses Required by Va. Code §2.2-4354

1. In the event that the Successful Offeror has not received payment from the County for work performed by a subcontractor under a construction contract, the Successful Offeror shall be liable for the entire amount owed to such subcontractor and to pay such subcontractor within 60 days of the receipt of an invoice following satisfactory completion of the work for which the subcontractor has invoiced. The Successful Offeror shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the Successful Offeror withholds all or a part of the amount invoiced by the subcontractor under the terms of the contract, the Successful Offeror shall notify the subcontractor within 50 days of the receipt of such invoice, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier subcontractor responsible for the contractual noncompliance. Payment by the party contracting with the Successful Offeror shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of the Successful Offeror's receiving payment for amounts owed to that contractor.
2. The Successful Offeror awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the Successful Offeror by the County for work performed by the Successful Offeror's subcontractor(s) under the contract:

- a. Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or
 - b. Notify the County and subcontractor(s), in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- 3. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
- 4. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
- 5. The Successful Offeror's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

EE. Contract Period

- 1. The Contract period shall be from the date of award through March 31, 2028, to separately audit the three fiscal years ending June 30, 2025, 2026, and 2027. Any increase in fees for each of these years shall not exceed 3% or the Consumer Price Index for all Urban Consumers (CPI-U) average for the most recent 12 months available at the end of each fiscal year, whichever is the lesser.
- 2. The County, at its option, may extend the Contract for two (2) additional one-year terms upon 30 days' notice prior to the expiration date of the Contract. If the Contract is extended, then the fee shall be negotiated and mutually agreed upon prior to the expiration date of the Contract. Any increase in fees for the extended one-year terms shall not exceed 3% or the Consumer Price Index for all Urban Consumers (CPI-U) average for the most recent 12 months available at the time of contract extension negotiations, whichever is the lesser.
- 3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if they do not intend to renew the contract at any annual renewal.
- 4. The contract shall not exceed a maximum of five (5) years.

FF. Non-Exclusive Contract

Nothing in this Request for Proposal constitutes an offer or promise to purchase any services exclusively from the Successful Offeror. The County reserves the right to purchase services similar to, or the same as, the services that are subject to this Request for Proposal from other sources.

GG. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

HH. Cooperative Procurement (County of Henrico only)

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

II. Data Privacy and Sharing

Unless otherwise authorized by the Contract, the Contractor shall not share the County's data with any third party without the County's prior specific and informed written consent. In no event shall the Contractor disclose any more of the County's data to the Contractor than is necessary to perform the Contract. The Contractor shall routinely inform the County about what County data are being shared with third parties and the reasons for such disclosures. The County reserves the right to prohibit the Contractor from sharing County data.

JJ. Data Breach

The Contractor must notify the County within 48 hours of learning that any County data in the Contractor's care or custody was used by, disclosed to, or acquired by an unauthorized party. The Contractor's notice shall be addressed to: Director of Finance, Suite 139, P.O. Box 90775, Henrico, VA 23273. The Contractor's notice must be in writing and shall detail, to the County's satisfaction, the nature and extent of the data breach. At Contractor's sole expense, Contractor shall take reasonable action to mitigate any harmful effects of the data breach.

VI. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, email or hard copy submissions. Proposals will only be accepted through eVA.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.

- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. Reserved.
- E. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). (**Attachment D**)
- I. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than noon on November 20 in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal. If an addendum is issued after an offeror has submitted a proposal response, the Offeror shall resubmit their proposal in the latest solicitation round in eVA. The County will only evaluate proposals submitted in the latest solicitation round in eVA.**

K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

L. Responsible Offeror Certification

1. "Responsible offeror" means a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.
2. In determining whether an Offeror is responsible, the County will consider whether the Offeror has defaulted on any government contract in the last five years; whether any government has terminated a contract with the Offeror for cause in the last five years; and whether Offeror or any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government agency.
3. As part of its proposal, Offeror must certify that it has not defaulted on any government contract in the last five years or must explain any such default in reasonable detail. The County may deem any such explanation of default insufficient if it does not include contact information for the government on whose contract Offeror defaulted.
4. As part of its submission, Offeror must certify that no government has terminated a contract with the Offeror for cause in the last five years or must explain any such termination for cause in reasonable detail. The County may deem any such explanation of termination for cause insufficient if it does not include contact information for the government that terminated a contract with the Offeror for cause.
5. As part of its submission, Offeror must certify that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If Offeror cannot make such certification, Offeror must explain any ban in reasonable detail. The County may deem any such explanation insufficient if it does not include contact information for the public body that barred Offeror or Offeror's officer, director, partner, or owner from participating in any procurement on any federal, state, or local government body's contract.
6. If the Offeror fails to submit certifications or explanations in accordance with this section, the Purchasing Division may require prompt submission of missing information and/or give a lowered evaluation of the proposal.
7. The Offeror must notify the County immediately if the Offeror discovers that its certification was erroneous when submitted or has become erroneous.
8. The fact that an Offeror defaulted on a government contract in the last five years; the fact that a government terminated a contract with the Offeror for cause in the past five years; or the fact that Offeror or any of its officers, directors, partners, or owners has been barred from bidding on contracts by any federal, state, or local government body will not necessarily result in the County deeming the Offeror nonresponsible.
9. If it is later determined that the Successful Offeror knowingly made a false certification, the County may terminate the contract for cause.

VII. PROPOSAL RESPONSE FORMAT

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion

and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.

B. The Offeror should include in its proposal the following:

1. Table of Contents

All pages are to be numbered.

2. Tab 1 – Introduction and Signed Forms

In this tab, the following items should be provided:

- a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
- b. Proposal Signature Sheet – **Attachment A**
- c. Business Classification Form – **Attachment B**
- d. Virginia State Corporation Commission Registration Information – **Attachment C**
- e. Proprietary/Confidential Information – **Attachment D**

3. Tab 2 – Statement of the Scope.

In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

4. Tab 3 – Default, Termination and Barred Certification Statement

Pursuant to Section VI, Items L(3), L(4) and L(5), in this tab, Offerors shall certify (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, (iii) that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body, and (iv) that it has not received a failing quality control review from the Auditor of Public Accounts. If any of the aforementioned certifications cannot be made, Offerors must explain in reasonable detail.

5. Tab 4 - Offeror Qualifications, Experience, and Financial Stability

In this tab, Offerors shall demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in the Request for Proposal (RFP). If subconsultants are to be utilized provide documentation to what is being requested of the offeror. Provide appropriate documentation to support.

- a. Years in business;
- b. Years in business under present name;
- c. Resumes of the personnel who will be assigned to the audit. These resumes should include a description of the individuals' professional qualifications and experience in auditing local governmental entities similar in size to the County. If the individuals have no experience in auditing local governmental entities of similar size, the resume should clearly state so. Include in each resume the individual's commitment to other local government audit engagements.
- d. The name, position and telephone number of the contact person or persons authorized to conduct negotiations and discuss this proposal.

- e. The firm is independent of the County of Henrico as that term is defined in the Ethical Rules of the American Institute of Certified Public Accountants and the Government Auditing Standards.
 - f. The firm and the partner assigned to the engagement are licensed to perform the audit as provided by applicable laws of the Commonwealth of Virginia.
 - g. The firm has met the peer review standards of the American Institute of Certified Public Accountants and Government Auditing Standards.
 - h. The firm will provide adequate supervision on a day-to-day basis.
 - i. Staff assigned to the audit has met the continuing education requirements required by Government Auditing Standards issued by the Comptroller General of the United States.
 - j. Documentation showing the financial stability of the firm.
6. Tab 5 – Service Approach, Implementation and Methodology
- In this tab, Offerors shall provide, in detail, their approach to fulfilling the scope of services being solicited in the RFP and demonstrate their compliance with the requirements of the Scope of Services. Offerors shall provide at a minimum the following :
- a. A statement that they will provide all audit services necessary as outlined in this RFP;
 - b. Demonstrate their ability to complete projects within specified completion dates and on budget. Include a list of all current local government clients and references.
 - c. Discussion of its current workload with particular reference to personnel and other resources being proposed along with staff continuity during the contract period.
 - d. A copy of the standard engagement letter;
 - e. Copies of any reports that are included as part of their proposal; and
 - f. A project schedule for performing key phases of the audit, including estimated time frames.
7. Tab 6 – References
- In this tab Offerors shall include a minimum of three (3) references where the Offeror has provided governmental auditing services to entities similar in size to the County, specifically those who have received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association. The information provided shall include a contact person's names, position, current telephone number and current email address, the organization for which the contact person works, and time period the services were performed. In addition, the Offeror shall furnish a copy of the report on the firm's most recent peer review and the three most recent quality control reviews as performed by the APA.
8. (if needed) Tab 7– Exceptions
- In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract. Offerors shall list the Section number and Item number they are taking exception to and propose alternative language.

9. (if needed) Tab 8 – Assumptions
In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.
 10. (if needed) Tab 9 – Appendices
Optional for Offerors who wish to submit additional material that will clarify their response.
- C. Cost and Pricing.
1. No Price Proposal.
Pursuant to VA Code § 2.2-4302.2, this Request for Proposal does not request that the Offeror furnish estimates of man- hours or costs for services within the Offeror's proposal.
 2. Negotiation of Pricing Arrangements.
Offeror(s) selected for final contract negotiation and award through the evaluation process will be requested to submit a price proposal. The price proposal shall provide specific cost information as may be detailed in the negotiations phase notification or price proposal request that will be sent to the selected Offeror(s). The price proposal shall be due within the time specified in the request. The Offeror shall not be required to, nor should they submit billing rates, estimates of man-hours or other information pertaining to costs of services until requested by the County in the contract negotiation stage.

VIII. PROPOSAL EVALUATION / SELECTION PROCESS

- A. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Experience and Qualifications <i>(In accordance with Section VII, Items (B4), (B5) and (B7), this criterion considers the Offeror's qualifications, experience, resumes and references of the overall Offeror and staff assigned relative to the services solicited by this RFP as specified in Section II.)</i>	30
Functional Requirements <i>(In accordance with Section VII, Items (B3) and (B6), this criterion considers the extent to which the Offeror's proposal satisfies the services requested by this RFP as specified in Section II.)</i>	40
Service Approach and Methodology <i>(In accordance with Section VII, Items (B6), (B8) and (B9) this criterion considers the overall service approach to provide the requested by this RFP as specified in Section II.)</i>	25
Quality of Proposal Submission / Oral Presentations <i>(This criterion considers the overall quality of the Offeror's proposal submitted and any oral presentations required.)</i>	5
Total	100

- B. For professional services, the County shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. The County may conduct repetitive informal interviews. The 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 nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. For architectural or engineering services, the County shall not request or require Offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, or ordinance until after the qualified Offerors are ranked for negotiations. At the conclusion of discussion, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the County, 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.

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.

ATTACHMENT A

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) No. [# - title].

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☐ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☐ NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☐ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER

_____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

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 Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts 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 bids: ☐

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: _____

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, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. 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. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT E
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than “A-” with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers’ Compensation

Statutory Virginia Limits

Employers’ Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- ☒ **Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- ☒ **Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- ☐ **Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- ☐ **Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- ☐ **Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- ☐ **Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- ☐ **Other as Specified Below**

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273



ATTACHMENT F SAMPLE CONTRACT

[Non-Professional *or* Professional] Services Contract **Contract No. [#]**

This [Non-Professional *or* Professional Services] Contract (this “Contract”) entered into this [#] day of [month] 20[##], by [Offeror’s Name] (the “Contractor”) and the [County of Henrico, Virginia *or* County School Board of Henrico County, Virginia] ([the “County” *or* “HCPS”]).

WHEREAS [the County *or* HCPS] has awarded the Contractor this Contract pursuant to Request for Proposals No. [#], as modified by [list addenda with dates separated by commas] (the “Request for Proposals”), for [subject matter of the RFP].

WITNESSETH that the Contractor and [the County *or* HCPS], in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the [the County *or* HCPS] as set forth in the Contract Documents.

COMPENSATION: The compensation [the County *or* HCPS] will pay to the Contractor under this Contract shall be [insert information, referenced document, matrix, etc.].

[If contract is an annual contract, utilize Contract Term, if contract is a spot purchase utilize Service Schedule]

CONTRACT TERM: The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. [The County *or* HCPS] may renew the Contract for up to [number] [number]-year terms giving 30 days’ written notice before the end of the term unless Contractor has given [the County *or* HCPS] written notice that it does not wish to renew at least 180 days before the end of the term.

{or}

SERVICE SCHEDULE: Services shall be performed in accordance with the [referenced document within the proposal/BAFO].

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”) which shall control in the following descending order:

1. This [Non-Professional *or* Professional] Services Contract between [the County *or* HCPS] and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals.
3. The Negotiated Modifications (Exhibit [letter]).
4. Contractor’s Best and Final Offer dated [date] (Exhibit [letter]).
5. Contractor’s Original Proposal dated [date] (Exhibit [letter]).
6. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

[Contractor Name]

[Address]

[City, State, Zip]

[County of Henrico, Virginia or County School
Board of Henrico County, Virginia]

[P.O. Box 90775 or 406 Dabbs House Road]

[Henrico, VA 23273-0775 or 23223]

Signature

Signature

Printed Name and Title

[Purchasing Director or County Manager or
Superintendent]

Date

Date