



CITY OF SUFFOLK

P.O. Box 1858, Suffolk, VA 23439-1858; T (757) 514-7520; Fax (757) 514-7524

Purchasing Division

REQUEST FOR PROPOSAL FINANCIAL AND COMPLIANCE AUDIT SERVICES

ACCEPTANCE TIME/DATE:

Prior to 5:00 p.m. March 1, 2013 "Eastern Standard Time"

RFP NUMBER: 2013-00077-IC

ACCEPTANCE PLACE: Department of Finance
Purchasing Division, Room 105
441 Market Street
Suffolk, Virginia 23434

Requests for information related to this Invitation should be directed to:

Ivy G. Crawford, VCA
(757) 514-4015
Email: icrawford@suffolkva.us

This document can be downloaded from our web site:
www.suffolkva.us/bids/info/jsp

Issue Date: February 15, 2013

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

If you have obtained this bid document from the City's website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your bid to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the bidder is not listed as a prospective bidder.

**REQUEST FOR PROPOSAL -
FINANCIAL AND COMPLIANCE AUDIT SERVICES**

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Please visit our website at <http://www.suffolkva.us/finance/index.html> to obtain up-to-date copies of our Operating Budget FY 2013, Capital Improvement Budget FY 2013, and the Consolidated Annual Financial Reports 2012.

Prepared by Ivy G. Crawford, VCA

Date: February 15, 2013

FINANCIAL AND COMPLIANCE AUDIT SERVICES

1.0 PURPOSE

The intent of this Request for Proposal and resulting contract is to obtain service proposals and fixed fee price proposals from qualified independent certified public accountants to prepare and provide an opinion on the financial statements (GASB and Fund Financial Statements) taken as a whole and issue a report on the general purpose financial statements, a report on the internal control structure based on an audit of the general purpose financial statements performed in accordance with *Government Auditing Standards* and a report on compliance based on an audit of the general purpose financial statements performed in accordance with *Government Auditing Standards* and The Commonwealth of Virginia Auditor of Public Accounts' *Specifications for Audits of Counties, Cities and Towns* for the fiscal year ending June 30, 2013. The services will be performed for the City of Suffolk (City), Economic Development Authority (EDA), the City of Suffolk Public Schools (Schools), and the Western Tidewater Water Authority (WTWA).

2.0 BACKGROUND

Respondents to this Request for Proposal should have extensive experience, a knowledgeable background, and qualifications in the following areas: Generally accepted auditing standards in the United States, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States the provisions of the federal Single Audit Act of 1984 and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations, Governmental Accounting Standards, Financial Accounting Standards, and Commonwealth of Virginia Auditor of Public Accounts' Specifications for Audits of Counties, Cities and Towns*.

The Auditor or firm must represent the following:

- a. That the Auditor and/or firm is independent as that term is defined in the American Institute of Certified Public Accountants (AICPA) *Code of Professional Conduct*,
- b. That the Auditor and/or firm are licensed by the Commonwealth of Virginia to perform the audits,
- c. Has the ability to issue an opinion on the current Financial Statements.

- d. That adequate supervision will be provided on a day-to-day basis and that the resulting work papers shall be adequate and shall be available for review by auditors of the Federal, State and local government,
- e. That all working papers and reports will be retained, at the auditor's expense, in compliance with the Code of Virginia, unless the firm is notified in writing by the City of Suffolk of the need to extend the retention period. The Auditor will be required to make working papers available, upon request to the City.
- f. That individuals who will be responsible for planning, directing and reporting on the audit and who will be spending a substantial portion of the hours expended for the audit shall complete on an annual basis continuing professional education programs in government accounting, auditing, financial reporting, and related subjects.

3.0 ASSISTANCE FROM CITY/EDA/SCHOOLS/WTWA

The City's Finance Department, the School's finance department and Pruden Center for Industry and Technology, where applicable, the Economic Development Department staff (collectively "the staff" as well as responsible management will be available during the audit to assist by providing information, documentation and explanations), and the Western Tidewater Water Authority. The staff will prepare as many audit worksheets and schedules as necessary to assist with the audit. The City, Economic Development Authority, Schools/Pruden Center for Industry and Technology, and Western Tidewater Water Authority agree to provide the following:

- A. Suitable work space.
- B. Unadjusted trial balances and detailed transactions of all accounts kept by the Finance Department for the City of Suffolk, and Suffolk Public Schools and Pruden Center for Industry and Technology
- C. Trial balances and transactions including the City's year-end adjusting journal entries and firm requested schedules and information.

4.0 COMPETITION INTENDED

It is the CITY/EDA/SCHOOLS/WTWA intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such

notification must be received by the Purchasing Agent not later than seven (7) days prior to the date set for acceptance of proposals.

5.0 CONTRACT PERIOD

The contract shall cover the audit for the fiscal years ending June 30, 2013, June 30, 2014, and June 30, 2015 with an option to renew for two (2) additional years. Each year's engagement is subject to availability of funds in that year.

Either the City or the Contractor may terminate the contract without cause by first furnishing the other party sixty (60) days written notice of its intention to terminate.

A formal written contract with specifications will be entered into between parties. The proposal submittal shall substantially constitute the contract between the City and the Contractor. Formal written contracts will be drawn by the City, and all contract provisions that have not been stated herein will be drafted and included as necessary.

6.0 SCOPE OF SERVICES

All proposals must be made on the basis of and either meet or exceed the requirement contained herein.

- 6.1 To perform the annual audit and express an opinion on the fair presentation of The City's (as defined in section 6.12 Reporting Entity) basic (general purpose) financial statements in conformity with governmental accounting principles generally accepted in the United States of America.

The City also desires the auditor to provide an "in-relation-to" opinion on the supplementary information based on the auditing procedures applied during the audit of the basic financial statements. The auditor is not required to audit the statistical and required supplementary information sections of the report. However, the auditor shall also be responsible for performing certain limited procedures involving the required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards. Also, the auditor is to provide an "in-relation-to" report on the City's schedule of expenditures of federal awards based on the auditing procedures applied during the audit of the financial statements.

The annual audit will encompass all the funds of the City, the School District's operating funds as a component unit of the City, as well as the School Activity Funds and the Pruden Center for Industry and Technology. The audit will also include the audit of the

Economic Development Authority of the City of Suffolk and the Western Tidewater Water Authority.

- 6.2 The Auditor will be required to prepare the transmittal forms required by the Auditor of Public Accounts of Virginia to be submitted by the City pursuant to the November 30 deadline.
- 6.3 Pursuant to the Single Audit Act Amendments of 1984 the City is required to have an audit performed on the major federal programs of the City, including but not limited to Small Cities Grants under the Department of Housing and Urban Development's (HUD) Community Development Block Grant Program. The auditor will be required to test internal controls and compliance for major federal award programs administered by the city. It is anticipated the City will require a Single Audit for each of the three years covered by this request.
- 6.4 The Auditor shall provide advice and assistance to aid the City in obtaining and maintaining a certificate of Achievement for Excellence in financial reporting from the GFOA. Such assistance will include preparing a review checklist, making suggestions for compliance with certificate requirements and addressing any comments from the prior year submission.
- 6.5 The auditor shall coordinate with the Finance staff to establish a timeline for the engagement to ensure that the City's CAFR is completed and published in a timely manner in accordance with applicable deadlines to ensure compliance with Virginia Auditor of Public Accounts transmittal requirements.
- 6.6 To meet the requirements of this request for proposals, the audit shall be performed in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits set forth in the General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the federal Single Audit Act Amendments of 1984 and U.S. Office of Management and Budget (OMB) Circular A- 133, *Audits of States, Local Governments, and Non-Profit Organizations* and the Commonwealth of Virginia Auditor of Public Accounts' *Specifications for Audits of Counties, Cities and Towns, and Urban Street Maintenance Funds Audit Requirements* of the Department of Highways.
- 6.7 The auditor shall prepare the Financial Statements and the following reports at the completion of the audit:

- The Independent auditor's reports on the financial statements. Independent auditor's report on internal controls over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
 - Independent auditor's report on compliance based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
 - Independent auditor's report on internal control over compliance for major federal programs in accordance with OMB Circular A-133.
 - Independent auditor's report (opinion) on compliance with requirement applicable to each major federal program in accordance with OMB Circular A-133.
 - A summary of auditor's results and a schedule of findings and questioned costs, if any, required by OMB Circular A-133.
 - A separately issued Independent Auditors report on the financial statements for the Economic Development Authority.
 - A separately issued Independent Auditors report on the financial statements for the Western Tidewater Water Authority.
 - A management letter containing appropriate suggestions for improvement of accounting procedures and internal controls for the City's consideration. This letter should contain comments and recommendations for controlling any internal weaknesses discovered and shall be discussed with appropriate personnel before finalizing and prior to being submitted to the City Council.
- 6.8 Provide an estimate of the cost involved for each year's financial and compliance audit. Any cost above this estimate must be approved, in writing, by the City prior to the incurrence of any of these additional costs.
- 6.9 The Auditor, upon receipt of a written request from the City, shall perform such additional auditing services as may be required. This may include a review of the efficiency and economy of operations, systems of internal control, operating and management procedures and effectiveness in achieving program result. Unless otherwise specifically provided for herein, any additional compensation related to a change in the scope of the audit shall be negotiated and shall be approved as an amendment to this agreement.

Throughout the term of this agreement, additional work may be required for special projects. The amount of the maximum payment for such additional work up to \$50,000 per transaction shall be separately negotiated by the City's Director of Finance. Such work shall be authorized by a work order and does not require a separate amendment to this agreement.

The parties hereby agree that this agreement does not limit the City's right to independently contract with an independent certified public accountant to perform other audit and accounting services.

6.10 The Auditor shall provide test of compliance with City Code requirements as it relates to budgets, Finance and Taxation and actions of Council during the fiscal year.

6.11 The auditor will provide annually, one day (8 hours) of in-house training to the City staff. The topics to be determined by auditors and staff.

6.12 Reporting Entity

The reporting entity of the City consists of all funds of the City (see below) and two Discretely Presented Component Units: The City of Suffolk Public Schools, the Economic Development Authority of the City, and the Western Tidewater Water Authority (WTWA).

The City currently has the following Fund Structure, this structure is subject to change over the course of the contract period.

<u>Fund Name:</u>	<u>Fund Type:</u>
General Fund	Governmental
Suffolk Taxing District	Governmental Special Revenue
Downtown Business Overlay	Governmental Special Revenue
Road Maintenance Fund	Governmental Special Revenue
Consolidated Grants	Governmental Special Revenue
Transit Fund	Governmental Special Revenue
Law Library	Governmental Special Revenue
Route 17 Taxing	Governmental Special Revenue
Mosquito Control	Governmental Special Revenue
Aviation Facilities	Governmental Special Revenue
Capital Improvement Projects	Governmental
Debt Service	Governmental
Utility Fund	Proprietary Enterprise Fund
Stormwater Utility	Proprietary Enterprise Fund
Refuse Fund	Proprietary Enterprise Fund
Fleet Management	Fiduciary Internal Service Fund
Information Technology	Fiduciary Internal Service Fund

Risk Management
OPEB Trust
Cemetery
Commonwealth of VA
Special Welfare

Fiduciary Internal Service Fund
Fiduciary Agency Fund
Fiduciary Agency Fund
Fiduciary Agency Fund
Fiduciary Agency Fund

7.0 WORK PLAN

- 7.1 The firm must provide a detailed work plan describing the individual tasks to be performed and the relative scheduling of those tasks including a detailed listing of City and offeror resources, according to skill level. Therefore, the firm must:
- a. Provide the cost of an estimate of City resources (e.g., level of support from General Government and School System personnel) required for the audit.
 - b. Review the audit program and scope with the City, prior to beginning the audit, and identify the records to be audited, procedures to be followed and the timing for gathering those source documents.
 - c. Establish a timeline for the audit identifying lead times to allow General Government and School System staff adequate time to respond to requests for data, information, etc.
- 7.2 In order to ensure a coordinated effort during the course of the contract and upcoming audits, the auditor must agree that prior to commencing the engagement for each fiscal year, the following will occur:
- a. The audit staff will meet with City management to discuss the scope of the audit and any problem areas identified in previous engagements which should have been resolved by the City;
 - b. The audit staff will discuss problems that City officials feel need special attention to ensure that the auditor is appraised of all matters that need to be included in the scope of examination; and
 - c. The senior audit staff will hold a weekly meeting with the Director of Finance and other relevant staff to discuss audit

problems requiring attention and to give progress reports on the engagement.

8.0 CONFLICTS AND QUESTIONS:

Should there be conflicts between the Proposal documents and the final executed contract document; the final contract shall take precedence.

Questions regarding this Request for Proposal shall be directed in writing in accordance with Section 8. All questions and requests for clarification must be received by the purchasing agent by 5:00 P.M., March 1, 2013. If necessary, an addendum will be issued in the form of a facsimile and/or posted on the City website at www.suffolkva.us/bids/index.jsp

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Submission of Proposals

Read the entire solicitation before submitting a proposal. Failure to read any part of this RFP shall not relieve any offeror from his or her contractual obligations. Be sure proposal container is completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, and the title of the RFP. It is the responsibility of the Offeror to insure proposals are received by the Purchasing Division BEFORE the hour specified on the acceptance date. Proposals may either be mailed to: P.O. Box 1858, Suffolk, Virginia 23439 or hand delivered to 441 Market Street, Room 105, Suffolk, Virginia 23434.

9.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Inquires pertaining to Request for Proposals must give RFP number, title and acceptance date. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided, that all questions are received five (5) days prior to opening date.

The Buyer I, Ivy Crawford, is the procurement official for the City of Suffolk with respect to this RFP. Accordingly all questions and/or comments should be directed to the Buyer's attention. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFP. This prohibition shall also extend to the Suffolk City Council and other elected City officials. Any such unauthorized contact may disqualify the offeror from the procurement.

9.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that he has received all addendums prior to submitting a proposal. All addenda can be downloaded from www.suffolkva.us.

9.4 Firm Pricing for City Acceptance

Proposal pricing must be firm for City acceptance for 120 days from proposal receipt date. Not to be included with proposal.

9.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature. Any proprietary information must be listed on the attached "Proprietary/confidential Information Identification" form and submitted with the proposal.

9.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page.

9.7 Preparation and Submission of Proposals

- a. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- b. All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.
- c. Proposals are to be returned in a sealed container. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
- d. It is the Offeror's responsibility that the proposals are received by the Purchasing Division BEFORE the hour specified on the opening date. Requests for extensions of this time and date will not be granted. Firms mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the Purchasing Division prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the City after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- e. Each firm shall submit one (1) original and four (4) copies of their proposal (including price proposal) to the City's Purchasing Division as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

9.8 Withdrawal of Proposals

- a. All proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance.
- b. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.9 Registering of Corporation

Any corporation transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733.

9.10 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container. It is the offeror's responsibility to insure arrival prior to the acceptance time for the RFP.

9.11 Rights of the City

The City reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the City.

9.12 Deviations from Scope of Services

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The City reserves the right to determine the responsiveness of any deviation.

9.13 Miscellaneous Requirements

- a. The City will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- b. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The

Purchasing Division will schedule the time and location for this presentation.

- c. The contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the City.

The City reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City.

9.14 Announcement of Award

A Notice of Award will be posted on the City's web site www.suffolkva.us and on the bulletin board located outside the Purchasing Division, Room 105, 441 Market Street, Suffolk, Virginia.

9.15 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

9.16 Inclement Weather/Closure Of City Hall

If City Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

9.17 Use of Contract by Other Public Bodies

Offerors are advised that the resultant contract may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor shall deal directly with the public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Suffolk acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to a public body will have no effect on consideration of your bid.

It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).

Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of this contract is consistent with their laws, regulations and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract terms and conditions. If, when preparing such a

contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

The City of Suffolk shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

10.0 SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as necessary to allow the City of Suffolk to properly evaluate the offeror's capabilities to provide the required services. Offerors are required to submit the following items in the format provided as a complete proposal:

10.1 Signature Sheet and Cover Letter

The offeror shall complete and submit the Signature Sheet (included in the proposal) and submit it with a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind the Contractor must sign the letter and Signature Sheet, as well. The letter must stipulate that the proposal price(s) will be valid for a period of at least 120 days. Indicate the address, email address and telephone number of the Contractor's office.

10.2 Scope of Services

This section of the proposal should include a general discussion of the Contractor's understanding of the "overall" project and a summary of the products and services being proposed.

Offerors must provide the following information about the Contractor and any company that is proposing partnering or sub-contracting with or fulfilling this contract so that the City can evaluate the Contractor's stability and ability to support the commitments set forth in response to this Request for Proposal.

The City, at its option, may require the Contractor to furnish additional information or clarification.

- a. State your organization's ability to complete the work within the time stipulated. If you are unable to meet the deadlines, please indicate the specific reasons that the deadlines cannot be met.
- b. Describe in concise terms the methodology you will use to complete the requirements described in the RFP.

- c. Describe any other services you will provide for the fee submitted to either ensure successful completion of this project and/or to enhance the efficiency and quality of this project.
- d. Describe your organization's quality control/assurance program as it relates to this project.

10.3 Company Statement of Qualifications

Provide a brief background including years in business and office location. Provide an organizational charter, including all staff located at the office location provided with this proposal. Please list by classification (e.g. equipment operator, arborist, laborer, office employee, supervisor, manager, etc.)

10.4 Resume of Responsible Individuals

Provide a resume for each individual assigned to this project as a manager and or supervisor that includes a minimum of the following:

- a. Name
- b. Role in project
- c. Years with this firm
- d. Any previous similar experience, including other firms and years of service

10.5 Client References

List your firms' experience with similar type projects during the last five (5) years. Work with state and/or local governments is preferred. Provide client's name, contact person, phone and/or email address along with project description and project date.

10.6 Fee Proposal

These are professional services and under Virginia Public Procurement Act, therefore, do not submit pricing with your proposal.

10.7 Exceptions to the RFP

All requested information in this RFP must be supplied. Contractors may take exception to certain requirements in the RFP. All exceptions shall be clearly identified on the "Exceptions to RFP" sheet.

11.0 EVALUATION AND AWARD CRITERIA

The City Proposal Analysis Group, made up of City staff, will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include statements on the following:

- a. Proven record of expertise and independence in the auditing of state and local governments, including Generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the federal Single Audit Act of 1984 and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. The Commonwealth of Virginia Auditor of Public Accounts' *Specifications for Audits of Counties, Cities and Towns*. Any other applicable standards. (35 %)
- b. Experience and professional qualifications of the audit team including licensing and continuing professional education programs in state and local government accounting, auditing, and financial reporting. (30 %)
- c. Reasonableness of time estimates allocated to the Audit Plan (Work performance, timing, assistance needed). (25 %)
- d. References from state and local government audit clients. (10 %)

Once each member of the Proposal Analysis Group has independently read and rated each proposal, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order.

At this point, the Proposal Analysis Group will conduct interviews and have discussions with two (2) or more offerors deemed fully qualified, responsible and suitable on the basis of initial response and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible.

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. The Request for Proposal shall not, however, request that offerors furnish estimate of man-hours or cost for services. At the discussion stage, the City may discuss nonbinding estimates of total project costs, including but not limited to, life cycle costing, and where

appropriate, nonbinding estimates of prices for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors.

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the City shall select in order of preference two (2) or more offerors whose professional qualifications and proposed services are deemed the most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first.

If a contract satisfactory and advantageous to the City 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 informally 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 City determine in writing and in its sole discretion that only one (1) offeror is fully qualified, or that one (1) offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the offeror's proposal as negotiated.

12.0 CONTRACT TERMS AND CONDITIONS

The resulting contract with the successful offeror will be subject to the following terms and conditions:

12.1 Non-Assignment

This contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

12.2 Non-Appropriation – Availability of Funds

It is understood and agreed between the parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this contract, the City shall immediately notify contractor of such occurrence and this contract shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to the City of any kind whatsoever.

12.3 Conflict of Interest

Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City.

12.4 Severability

If any part, term, or provision of this agreement, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provision or portion of the contract document.

12.5 Controlling Law

This Agreement is made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules.

12.6 Venue; Pending/during Litigation

In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Contractor shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the City or written instruction/order from the Court.

12.7 Hold Harmless Clause

The Contractor shall, during the term of the contract, defend, indemnify and hold harmless the City of Suffolk from and against any and all losses, damages, claims, fines, penalties, suits and costs, including bodily injury or death of any person(s), or loss or damage to property, as well as fines, assessments and penalties imposed by any authority which may arise out of any violations of law by, and all acts and omissions of the Contractor, the Contractor's agents, employees occurring in connection with the products, completed operations, and other services covered herein.

12.8 Insurance

The successful offeror shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the offeror, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

- a. General Liability: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$ 50,000 Fire Damage Limit
\$ 5,000 Medical Expense Limit

- b. Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the CONTRACTOR, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

- c. Workers' Compensation: Limits as required by the Workers' Compensation Act of Virginia. Employer's Liability: \$1,000,000.

- d. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the declaration pages, endorsements, and/or policies provided.

2. The City of Suffolk, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. A copy of all endorsements, declaration pages and policies that address additional insured shall be provided. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
4. The insurer shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the offeror shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the declaration page(s), endorsement(s) and/or policies and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The offeror shall furnish the City with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. All documents are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if

executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from City's Risk Management Director.

All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

12.9 License Requirement

All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance.

Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

12.10 Anti-Discrimination

By submitting their bids, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

12.11 Drug-free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose 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 a controlled substance or marijuana during the performance of the contract.

12.12 Responsibility of Contractor

The Contractor shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the City, and the Contractor shall remain liable to the City for all costs which are incurred by the City as a result of the Contractor's negligent performance of any of the services furnished under this Agreement.

12.13 Payments to Subcontractors

Within seven (7) days after receipt of monies paid by the City for work performed by a subcontractor under this contract, the contractor shall either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this contract; or
- b. Notify the City and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b above.

12.14 Changes and Additions

It shall be the responsibility of the Contractor to notify the City, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the City, in writing.

It is understood and agreed to by both the City and the Contractor that such modifications or additions to this Agreement shall be made only by the full execution of the City's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement prior to the City's execution of its standard Agreement change order form shall be at

the total risk of the Contractor and said work may not be compensated by the City.

12.15 Termination with Cause/Default/Cancellation

In the event that contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid/Proposal or as provided in this contract.

Unless otherwise provided, contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of contractor to cure the default, the City may immediately cancel and terminate this contract as of the mailing date of the default notice.

Upon termination, contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

12.16 Termination without Cause

The City may at any time, and for any reason, terminate this Contract by written notice to contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to contractor by certified mail/return receipt requested at the address set forth in contractor's Bid or as provided in this Contract.

In the event of such termination, contractor shall be paid such amount as shall compensate contractor for the work satisfactorily completed, and accepted by the City, at the time of termination.

If the City terminates this Contract, contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

12.17 Method of Payment

Contractor shall submit invoices in duplicate for each delivery, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Invoices shall be submitted to using departments.

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice. Interest shall accrue at the rate of one percent per month. Unless otherwise provided under the terms of this CONTRACT, interest for late payments shall not exceed one percent (1%) per month.

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

12.18 Compliance with Federal Immigration Law

Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

12.19 WAIVER

The failure by one party to require performance of any provision of this CONTRACT shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the CONTRACT constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

12.20 Compliance with State Law, Foreign and Domestic Business authorized to Transact Business in the Commonwealth (VPPA §2.2 – 4311.2)

A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or 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 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. A public body may void any contract with a business if the business fails to remain in compliance with the provisions of this section.

12.21 Safety

All contractor and subcontractor performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

12.22 Ethics in Public Contracting

By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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. (Code of Virginia 2.2-4367)

12.23 Debarment Status

By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

12.24 Exemption from Taxes

The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Suffolk.

12.25 Faith-Based Organizations

City of Suffolk does not discriminate against faith-based organizations.

SIGNATURE SHEET

(Submit with Proposal)

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Suffolk and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Suffolk, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Suffolk.

By signature and title, I hereby certify that I am authorized to sign as a Representative for the Firm and can bind the firm into a contract:

Complete Legal Name of Firm: _____

Address: _____

Federal ID No.: _____

Telephone No. _____ **Fax No.** _____

E-mail address (for purchase orders): _____

Name (type/print): _____ **Title:** _____

Signature: _____

Offeror has included Anti-collusion Statement with proposal.	Yes/No
Offeror has included SCC Form with proposal.	Yes/No
Offeror has included Insurance documents with proposal.	Yes/No
Offeror has acknowledged any Addenda	Yes/No
I will accept payment by means of the City's Purchasing Card.	Yes/No
I will accept electronic transfer of funds as payment.	Yes/No

PLEASE CIRCLE RESPONSE

Offeror Shall Provide References On This Form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the City Manager, as applicable.

If this quote for goods or services is accepted by the City of Suffolk, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM 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. SECTION 1), 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.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR 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 THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER 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.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS 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.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ()	
Fax Phone Number: ()	Title
FIN/SSN#:	

Is your firm a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut
 Other; Please Explain: _____

Is your firm Woman Owned? Yes No Is your firm a Small Business? Yes No