



REQUEST FOR PROPOSALS

External Auditor

RFP 2009-5617-2205

April 1, 2009

DEPT OF PURCHASING

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue, 4th Floor

Newport News, VA 23607

Phone: (757) 926-8031/ Fax: (757) 926-8038

www.nngov.com/purchasing

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Services: Perform a financial and compliance audit of the financial statements of the City, Retirement Fund and the City's Economical and Industrial Development Authorities. Perform other related auditing services as required to comply with local, state, and federal laws and regulations.

Proposal Due: May 8, 2009, @ Close of Business (COB)

Contract Officer: _____
Bill Lindsey, CPPO, C.P.M., Procurement Administrator

AN ORIGINAL AND SIX COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this request for proposals and subject to all the conditions thereof, the undersigned offers, if this offer is accepted within (90) calendar days from the date of the due date, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed and Returned. Signature must be original, not photocopied)

Conditions and Instructions

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto which will be made a part of the proposal. All proposals must be submitted in a sealed envelope plainly marked using RFP number, date and time.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed by a responsible officer or employee of the named firm. Obligations assumed by such signature must be fulfilled.
9. If you do not submit a proposal, return the front signature page and state the reason. Otherwise your name may be removed from our mailing list
10. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.
11. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.

12. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:

- a. He will not discriminate against any employees or applicants 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 one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- 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.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

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 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.

This public body does not discriminate against faith-based organizations

For the purposes of this subsection, "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 subsection, 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

13. Direct contact with City Department other that Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative.
14. Assignment of Contract: A contract shall not be assignable by the Offeror in whole or in part without the written consent of the City of Newport News.
15. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth.

The Offeror shall comply with applicable federal, state and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as described in the federal Immigration Reform and Control Act of 1986, as amended. Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.

16. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
17. If you have obtained this bid document from our home page or from a source other than directly from the City of Newport News or from demandstar.com, you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with our office prior to submitting your bid to ensure that you have a complete, up-to-date package.

The original copy maintained at our offices, in the proposal file folder, shall be considered the official copy. In the case of any inconsistency between proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your proposal.

It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. The Offeror is requested indicate how such businesses shall be utilized in the performance of this contract.

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Since it is the intent of the City to promote small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE), you are **requested** to report the percentage of dollars which will be **sub-contracted** to each of the business classifications pertaining to this contract. If you should sub-contract with SBE's, MBE's and WBE's, list the dollar figures separately for each general classification.

This will enable the City to track the amount of business the City does with small, minority and women-owned businesses. Without your cooperation it would be very difficult to fully understand the City's performance in this important segment of the market. Indicate your figures below and return this form to the Purchasing Department **with your proposal package.**

If you are not subcontracting, even if you are a S/M/WBE, put zeros in the spaces below.

% of SBE Dollars to be Sub-contracted % _____

% of MBE Dollars to be Sub-contracted % _____

% of WBE Dollars to be Sub-contracted % _____

ANTI-COLLUSION CERTIFICATION

The offeror certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a offer for the same product and that this offer is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The offeror understands collusive offering is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign this statement will make the offer non-responsive and unqualified for award.

Signed: _____

Date: _____

Name of Company: _____

EXTERNAL AUDITOR

GENERAL

The City of Newport News (“City”) is seeking proposals from qualified, government experienced public accounting firms (“Auditor”) whose principal officers are independent Certified Public Accountants, to provide external audit services for each of the three (3) fiscal years ending June 30, 2009, June 30, 2010 and June 30, 2011, with the option to renew for two (2) additional fiscal years.

The City is required by local, state, and federal laws and regulations to have an independent certified public accountant perform an annual external audit of the financial statements of the City.

SCOPE OF SERVICES

The Auditor shall perform a financial and compliance audit of the financial statements of the City, the Economic/Industrial Development Authorities (E/IDA), and the Newport News Employees’, Retirement Funds (NNERF) and provide other audit related services described below. The E/IDA shall be audited separately from and before the City audit and shall only include all E/IDA funds and accounts. The external audit and related Auditor services shall include but not be limited to:

1. Render an opinion on the Comprehensive Annual Financial Report (“CAFR”). This includes an opinion on the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information statements and schedules.
2. Render an opinion on the E/IDA financial statements.
3. Render an opinion on the Pension and Other Post Employment Benefits (OPEB) funds.
4. Meet the requirements of the Auditor of Public Accounts (APA) to include the financial and compliance audit of federal grants.
5. Provide opinions on liftable financial statements for inclusion in debt offering documents for both the City and the E/IDA.
6. Provide separate management letters for the City, E/IDA, and NNERF and recommend improvements in internal controls and operations. These letters shall include responses from management.
7. Provide opinion on the APA transmittal forms.
8. Assist in the completion of the Bureau of Census Data Collection form.
9. Provide an opinion of the financial test required to meet a financial assurance requirement in accordance with Section 20-70-210 of the Financial Assurance Regulations relating to the closure, post closure care and corrective action cost of owning and operating a municipal solid waste landfill facility.

AUDIT STANDARDS AND ASSURANCES. The Auditor shall conduct examinations and render reports in accordance with:

- Generally accepted governmental auditing standards as defined by Government Auditing Standards issued by the Comptroller General of The United States and any revisions effective during the audit period.
- Generally accepted auditing standards as defined by the American Institute of Certified Public Accountants (AICPA), and any revisions effective during the audit period.
- Specifications of the APA and any revisions effective during the audit period. This includes the procedures required for the Highway Maintenance Fund.
- The examination of grants shall be made in accordance with the Single Audit Act Amendments of 1996 and Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments and Non-Profit Organizations and any revisions effective during the audit period. The Auditor shall make all coordinating arrangements with the cognizant agency.

The City anticipates receiving unqualified opinions on the financial statements. Should the Auditor determine during the course of the audit that it cannot issue an unqualified opinion, the Auditor shall formally notify the Director of Finance (and as applicable to the Development Authorities, the City Manager, and the Secretary-Treasurer of the E/IDA) as soon as possible.

The Auditor's management letters shall be addressed to the City Council and shall include all known reportable conditions, including known reportable conditions from a prior audit which have not been corrected; separately identify any reportable conditions which are also material weaknesses; and include conditions discovered by the auditor that are not reportable conditions but the auditor chooses to report to management.

The Auditor shall immediately report all irregularities and illegal acts or indications of illegal acts to the Director of Finance and the City Manager. The Director of Development will also be notified, as needed.

The Auditor agrees that the firm and all auditors working on the audit are independent of the City, the E/IDA, and component units included in the City's CAFR in accordance with Government Auditing Standards, and shall comply with all federal, state, and local laws and regulations in the performance of this engagement.

The Auditor agrees that the firm shall provide continuing professional education in subjects directly related to the government environment and to government auditing in compliance with Government Auditing Standards to all auditors assigned to the engagement.

The Auditor agrees to participate in an external quality review program and agrees that if the Auditor's work at the City is referred to a professional organization for review, the Auditor waives the right to confidentiality to permit the professional organization to inform the City of its findings.

AUDITOR ASSISTANCE. The Auditor shall provide advice to the City concerning preparation of the CAFR, the City's application for the Government Finance Officers Association Certificate of Excellence Program, and the effects of new GASB and AICPA pronouncements.

EXTERNAL AUDITOR

The Auditor shall coordinate audit work with the independent auditors of other entities included in the City CAFR.

DELIVERABLES AND SCHEDULES. The Auditor shall provide the following for the E/IDA's audit by the indicated date:

1. Field Work Completed (September 15)
2. Draft Opinions (September 15)
 - For the Financial Statements
 - Management Letter
 - Single Audit, if needed
3. Signed Opinions with Management Response (October 1)
4. Opinion on liftable E/IDA financial statements suitable for prospectus issued in connection with various short-term notes, revenue bonds, and general obligation bonds. (October 15)

The Auditor shall provide the following for the City's audit by the indicated date:

1. Field Work Completed (November 1)
2. Draft Opinions (November 1)
 - For the CAFR
 - Management Letter
 - Single Audit
3. Signed Opinions with Management Responses (November 15)
4. Opinion on liftable City financial statements suitable for prospectus issued in connection with various short-term notes, revenue bonds, and general obligation bonds. (November 30)
5. Opinion on APA transmittal reports. (November 30)

CITY FURNISHED ITEMS. The City will support external auditing services as described below.

1. The Department of Finance will prepare the City's CAFR and Schedule of Federal Financial Assistance.
2. The Department of Development will prepare the E/IDA year-end financial statements.
3. The City will print the CAFR.
4. The Department of Finance will prepare the APA transmittal forms for the Auditor's review and signature.
5. The Auditor shall have access to the audit reports and working papers of the Director of Internal Audit.

6. To the extent possible in the judgment of the Director of Internal Audit, she will coordinate the audit plan of the Internal Audit staff with the audit plan of the Auditor and will be available to provide 500 hours of assistance to the Auditor.
7. The City will make a reasonable amount of time on its computer available to the Auditor.
8. The Auditor will have access to all the City's records as required to perform the audit.
9. There will be reasonable working space, telephone service (no toll calls), fax, and parking available for the Auditor.
10. Preliminary audit work can start immediately after contract award.
11. The Director of Finance will be the primary contact and coordinator. All Auditor problems that cannot be resolved with other City department personnel shall be directed to the Director of Finance.

SUBMITTAL

Submit *one* original and *six* complete copies of the formatted proposal package. The proposal should be concise and should not exceed 40 pages. Include all information requested. Any other information thought to be relevant, but not applicable to the enumerated categories, may be provided as a separately bound appendix to the proposal. **Should the Offeror fail to respond to all requirements of the RFP, or fail to provide adequate or complete documentation, as determined by the evaluation committee, the Offeror's proposal may be eliminated from further consideration.** The proposal shall be organized in tabs as described in the paragraphs that follow.

Tab Documents and Information

- A. Executive Summary – This should include a statement of understanding of the Scope of Services, and a brief overview of the key elements of your proposal. Highlight any features or areas that differentiate your services from competitors.
- B. Request for Proposal – A signed and initialed Request for Proposal document with any addenda acknowledgements filled out and signed as required.
- C. Audit Approach – Describe how the Auditor will plan, conduct, and report on the audit, and coordinate with City management and internal auditors. Include milestones, deliverables, and estimated begin and end dates.
- D. Qualifications and Experience of Firm – Describe the firm's qualifications to perform the audit, and the firm's experience with other local governments, and development authorities. Include references from similar projects (use the reference form provided in this RFP document). Discuss availability of experts in the field of governmental accounting, debt financing, utilities rate analysis, utilities accounting, development activities and information technology.
- E. Qualifications and Experience of Auditors – Identify the individual auditors assigned to the audit, and their qualifications, training and experience to perform the audit. (Resumes

are to be included in tab I.) Describe the plan to maintain the quality and continuity of staff during the term of the contract.

- F. Joint Ventures or Associated Firms – Name and describe any associated firm or joint venture that would be involved in the assignment. Show the names and addresses of all individuals or organizations included, and describe their particular areas of anticipated responsibility(ies) with respect to the requested audit services.
- G. Small Business, Women and Minority Owned Business Participation – Describe the quantity of participation in terms of percent of contract hours and fees, the Auditor’s plan to involve the participating firm in the audit, the qualifications and experience of the participating firm and its employees, and benefits of their participation.
- H. Cost Proposal – The cost for the services offered that is described in sufficient detail to allow an understanding of all cost elements. Any hourly rates shall be fully loaded to include all costs, administrative, travel or otherwise, that the Auditor expects to charge. In the case of annually renewable contract options, the Auditor may submit a request to the City for a price adjustment no more than once annually. Such requests must be submitted at least thirty (30) days prior to the end of the then current contract period or renewal period, as the case may be, and shall apply prospectively to the following renewal period or periods. The Auditor shall provide the City with a firm fixed price for the first three (3) years of the contract, and provide the maximum amount that it expects to increase the contract for each one (1) year renewal, up to a maximum of 5% per year. See Cost Proposal procedures of this solicitation for desired format.
- I. Resumes – Resumes of individual auditors who will be assigned to the audit. Specifics such as professional certifications, college degrees, experience in local government and development authority auditing should be clearly shown.

All proposals submitted under this RFP shall become the property of the City of Newport News and will not be returned.

EVALUATION CRITERIA (Listed in order of relative importance)

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. The proposal will be evaluated on the following criteria:

1. Qualifications, Resources, and Experience of the Firm – specific audit experience and client references for similar services on previous projects.
2. Capability and Skill – qualifications and prior job experience of proposed assigned auditors, and their professional competence to provide the required audit services.
3. Work Approach and Audit Plan - general understanding of the scope of services, the firm’s corresponding adaptability to the work, the project approach and demonstrated solutions to achieving a cost-effective project.

4. Responsiveness – ability to perform similar auditing services on schedule and within budget.
5. Proximity – proximity and ability to be on site as necessary to perform audit services.
6. Cost – The best value to the City of Newport News for the services to be provided.
7. Completeness of the proposal.

EVALUATION PROCEDURES

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the “other than professional services” method of selection outlined in the Code of Newport News, Virginia Section 2-570-2. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals (RFP). Interviews shall then be conducted with selected offerors. After interviews and negotiations have been completed, the City shall select the offeror, which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the City determine that only one offeror is fully qualified or that one offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that offeror.

COST PROPOSAL - Offerors shall provide their cost proposal using the format listed below:
(Include this format in Tab H of your proposal)

- Level of Staff and Number of Hours to be Assigned to the Audit – How many hours by personnel and audit category the firm plans to use on the audit in the following format:

	FEDERAL GRANTS	UTILITIES FUNDS	E/IDA	PENSION/OPEB	ALL OTHER FUNDS	TOTAL HOURS	TOTAL DOLLARS
Partner	hrs.	hrs.	hrs.	hrs	hrs.		\$
Manager	hrs.	hrs.	hrs.	hrs	hrs.		\$
Supervisor	hrs.	hrs.	hrs.	hrs	hrs.		\$
Senior	hrs.	hrs.	hrs.	hrs	hrs.		\$
Staff	hrs.	hrs.	hrs.	hrs	hrs.		\$

TOTAL HOURS XXX XXX XXX XXX XXXX XXXX XXXX

TOTAL DOLLARS \$\$\$ \$\$\$ \$\$\$ \$\$\$ \$\$\$\$ \$\$\$\$ \$\$\$\$

- An Hourly Rate, by Personnel Category, for Additional Services - This rate will be used in the event the Auditor should encounter significant, unusual problems, such as material weaknesses in internal controls, which could require the Auditor to significantly extend the audit scope or audit procedures in order to complete the audit. In the event such problems should occur, the Auditor shall obtain prior written approval from the Director of Finance. The written requests shall include estimated hours, rates and a not to exceed budget amount.
- An Hourly Rate for Consulting Services by Personnel Category - On occasion, the City may engage the Auditor to provide financial, utilities related, general management, or information technology consulting services. The Auditor shall be again required to submit a written proposal using these rates with a not to exceed budget for approval by the Director of Finance.

AWARD

Award will be made in accordance with Section 2-570, Award, of the Newport News City Code. Award shall be made to the responsible offer whose proposal is determined in writing to be the more advantageous to the city taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City. The award shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website: www.nngov.com/purchasing.

CONTRACTUAL OBLIGATIONS

The proposal submitted by the selected Auditor and this request for proposal shall become an attachment to the contract signed by the City and the selected Auditor. The City and E/IDA are not liable for any cost incurred by Auditors prior to issuance of a contract.

ADVERTISING CLAUSE

It is understood and agreed that, in the event a contract is awarded for audit services included in this proposal, no indications of such audit services to the City will be used in any way in product literature or advertising unless with written approval of the City except for bibliographical and curriculum vitae purposes and when required in response to a request for proposal by a prospective client.

CONTRACT TERM AND RENEWAL OPTION

The term of the contract shall be for three (3) fiscal years ending June 30, 2009, June 30, 2010, and June 30, 2011, with the City's sole option to renew for two (2) additional fiscal years under the terms of this solicitation and the resulting negotiated contract.

ASSIGNMENT AND SUBCONTRACTING

Work under this proposed contract may be subcontracted with the prior written consent of the Director of Finance.

ADDITIONAL WORK UNDER CONTRACT

Additional work under this contract shall be only for audit or audit related services or assistance in the areas of financial, utilities related, general management or information technology and as specifically approved in advance by the Director of Finance.

AVAILABILITY OF FUNDS

It is understood and agreed between parties to any agreement resulting from this proposal that the City shall be bound hereunder only to the extent of funds available or which may become available for the purposes of this agreement.

It is further understood and agreed between the parties to any agreement resulting from this proposal that the City shall not be obligated to purchase or pay for services covered by this agreement unless and until they are ordered, delivered, and performed for the City.

PAYMENT

Payment to the Auditor shall be made upon completion of the services and acceptance of the reports each year by the Director of Finance. Interim payments for work performed by the Auditor may be made at the discretion of the Director of Finance after July 1st following the end of each fiscal year to be audited.

The Auditor shall submit itemized invoices to the Director of Finance with detail consistent with final contract prices.

ACCESS TO AUDITOR’S WORK PAPERS

The Auditors’ work papers will be available for routine review by the Director of Finance, Director of Internal Audit, and appropriate auditors of the Federal or State governments and retained for a period of five (5) years after final issuance of the audit reports.

Should the City change Auditors, the Auditor will make the work papers available to the successor auditor and provide usual and customary professional courtesy and responses to successor auditor inquiries without additional charge to the City or successor auditor.

AUDIT EFFORT MONITORING

Each year, after audit completion, the Auditor will make available information requested by the Director of Finance to monitor small business, minority and women owned business participation and audit effort such as the total hours by level of employee.

Should the Auditor not be able to meet the small business, minority and women owned business Participation Commitment, the Auditor shall promptly notify the Director of Finance of the deficiency, the reasons why, and a corrective action plan.

CANCELLATION

Any resulting contract shall be subject to cancellation by either party upon ninety (90) days written notice, one to the other, given ninety (90) days prior to the end of the fiscal year to be audited.

Should the Auditor abandon services to be performed under the resulting contract, or terminate any resulting contract, the City shall be liable only to the extent of satisfactory work completed by the Auditor up to the time of abandonment or termination and upon delivery of completed or uncompleted work to the City. The City shall have full right to use such work in any manner without claim on the

part of the Auditor for additional compensation. Cancellation shall not release the OFFEROR from legal remedies available to the City.

QUESTIONS

A copy of the City’s CAFR is available for review in the Purchasing Office by appointment only, during regular office hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.).

Questions regarding this RFP, and appointment requests to view the City’s CAFR should be directed to the Department of Purchasing, Bill Lindsey, CPPO, C.P.M. be email: blindsey@nngov.com *not less than ten (10) business days* prior to the proposal due date.

DIRECT CONTACT

Direct contact with any City employee, including the Department of Finance, without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

DEBRIEFING

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 – 5, Mon-Fri.

SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

***REFERENCES**
(Include this form in Tab D of your proposal)

Please provide a minimum of 3 similar auditing projects your firm has successfully completed within the past 5 years.

NAME AND ADDRESS OF CONTRACTING ENTITY

1. _____

2. _____

3. _____

Please provide the principal client and phone number for each of the auditing projects listed above.

1. _____ Phone #: _____
2. _____ Phone #: _____
3. _____ Phone #: _____

** The City reserves the right to ask for additional information.*

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Budgets and price quotations are considered public information in proposals submitted to the City. Classifying budgets and price quotations as “proprietary” or “confidential” may render the proposal non-responsive. Classifying aspects of the proposal that are not trade secrets or proprietary, may render the proposal non-responsive.

Please mark One:

- No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**
