



**Surry County**  
**County Administrator's Office**

**P. O. Box 65**  
**45 School Street**  
**Surry, Virginia 23883**

**REQUEST FOR PROPOSALS**  
**RFP #TH12-001**

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"The Countrie it selfe, I must  
confesse is a very pleasant land,  
rich in commodities;  
and fertile in soyle. . ."  
- Samuel Argall, ca. 1609

Surry County is now accepting competitive sealed proposals from public accounting firms whose principal officers are certified public accountants licensed by the Commonwealth of Virginia to complete an annual audit of all accounts and records, including all accounts and records of the constitutional officers, and the resulting Comprehensive Annual Financial Report.

**I. Background**

Surry County is a rural county comprising 306 square miles located 50 miles southeast of the capital city of Richmond. The 2010 U. S. Census determined the population to be 7,058.

The County has used the Bright & Associates Municipal Software since 1999, incorporating the departments of Finance, Treasurer, Commissioner of Revenue, Building Inspections, Social Services and School Board. The FY12 general ledger is comprised of the following subsidiary ledgers and appropriations:

General Funds	\$25,749,381
Component Unit—School, Cafeteria Fund	16,215,471
Capital Funds	2,545,000
Enterprise Fund—Utilities	271,915
Fiduciary Funds	93,950
Special Revenue Funds	79,160
	<u>\$44,954,877</u>

**II. Scope of Work**

A. The Auditor shall complete an annual audit of all accounts and records resulting in a Comprehensive Annual Financial Report in accordance with the Specifications for Audits of Counties, Cities and Towns, revised August 2011 by the Commonwealth of Virginia, Auditor of Public Accounts. These services shall also include the Comparative Cost Report for the Auditor of Public Accounts, audit of School Activity Funds, Statement of Landfill Assurances and the Cost Allocation Plan.

B. The Auditor shall determine whether the County financial statements fairly represent the financial position and that its financial operation is in accordance with the modified accrual basis of accounting, as required by the Commonwealth of Virginia.

C. The Auditor shall determine whether the County has sufficient internal controls in order to operate efficiently within all Federal, State and local regulations.

D. The Auditor shall promptly notify the Director of Finance if significant or unusual problems are encountered, such as inadequate documentation, excessively high rates of error in audit tests or fraud or misappropriation, which could require the firm to greatly expand the scope to effectively complete an audit.

E. The Auditor shall complete all field work prior to October 1 of each year and deliver a draft copy to the Finance Department no later than October 15 after the close of the fiscal year.

G. The Audit Manager will be available, throughout the contract period, to respond to staff questions or requests for additional information. The County plans on submitting the FY12 CAFR to GFOA for the Excellence in Financial Reporting award.

H. Potential offerors may access the FY2010 CAFR online at <http://www.surrycountyva.gov/uploads/docs/Surry%20Co.%20Audit%20Report%20-%20FY%2009-10.pdf>.

### III. SPECIFIC TERMS AND CONDITIONS

A. The contract resulting from this RFP may be renewed annually (not to exceed four renewals) upon written approval of both the County and the Auditor. Annual increases shall not exceed the CPI-U for the applicable year.

B. The contract resulting from this RFP may be terminated with ninety days written notice by either the County or the Auditor.

C. The County and the Auditor may agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by both parties as part of their written agreement to modify the scope of the original contract.

D. Potential offerors needing special assistance under the Americans with Disabilities Act shall contact Terri E. Hale, Director of Finance, on or before Thursday, January 12, 2012. Every reasonable effort will be made to allow every qualified vendor to participate in the competitive process.

E. Questions will be accepted in writing or by fax through the end of the business day Tuesday, January 24, 2012. Written responses in the form of an addendum will be emailed to all vendors that received proposal information by the end of the business day Tuesday, January 31, 2012.

F. Ten copies of the proposal, including Exhibit I CONTRACTOR DATA SHEET, shall be received by the Finance Department on or before the closing date and time of Friday, February 17, 2012 at 4:00 PM. The Finance Department is located in the Government Center, 45 School Street, Surry, Virginia 23883. Proposals not received by the Finance

Department by this date and time will be deemed undelivered and not accepted. "Sealed Proposal-Audit Services" should be noted on the outside of all submissions.

G. The offeror shall purchase and maintain sufficient insurance to protect him from claims in the following amounts:

Workers' Compensation	State of Virginia requirements
General Liability	\$1,000,000 per occurrence
	\$2,000,000 annual aggregate
Automobile	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

A Certificate of Insurance shall be required within ten days of the date of the award. The certificate must contain a provision stating that the coverages will not be canceled unless a minimum of fifteen days prior written notice has been given to the County. Surry County must be listed as an additional insured.

H. The offeror shall indemnify and hold harmless Surry County, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the negligence of the offeror, his agents or employees during the performance of this contract.

#### IV. GENERAL TERMS AND CONDITIONS

##### A. Anti-Discrimination:

By submitting proposals, offerors certify to Surry County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2 4311 of the Virginia Public Procurement Act, which provides:

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 or disabilities, except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs 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.

**B. Ethics in Public Contracting:**

By submitting a proposal, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**C. Immigration Reform and Control Act of 1986:**

By submitting a proposal, offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

**D. Policy on Drug and Alcohol Abuse:**

Surry County has adopted a Policy on Drug and Alcohol Abuse. The County's goal is to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. This policy is intended to apply to contractors, subcontractors and employees of firms doing business with the County while on County premises. By submitting a proposal, offerors certify full compliance with this policy. A copy of the policy is available upon request.

**E. Receipt of Proposals:**

To be considered, proposals must be received at the location provided and within the time period specified in the Request for Proposals (RFP). Responses received after the specified date and time shall be returned unopened.

**F. Acceptance/Rejection of Proposals:**

Surry County reserves the right to accept or reject any or all proposals or portion of any proposal and to reissue said proposal. The County reserves the right to award a contract based on a lump sum or per item basis or a sample provided.

**G. Clarification of Terms:**

Prospective offerors may submit questions in writing concerning the specifications or other solicitation documents no later than seven working days before the due date. Any revisions to the RFP will be issued as an addendum.

**H. Precedence of Terms:**

Paragraphs A - G of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and

any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

I. Use of Brand Names:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired. Any article which the County, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted.

J. Firm Prices:

Prices and all associated charges shall be firm for 60 days after the due date of the proposals unless otherwise stated by Surry County.

K. Taxes:

Surry County (Federal I.D. #54-6001638) is exempt from Federal, State and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax exempt forms will be completed for a vendor upon request.

L. Delivery:

All costs and other charges associated with the delivery of a good or non-professional service shall be included in the proposal. The County reserves the right to cancel all or any part of a contract without obligation if delivery is not made within the time period specified in the proposal document.

M. Required Signature:

All bids and proposals shall be signed with the firm name, federal identification number and by a representative possessing the authority to bind said firm with his/her signature. The County may request documentation of the signer's authority.

N. Qualifications of Offerors:

Surry County may make such reasonable investigations as deemed proper and necessary to determine the ability of an offeror to perform the work or supply the goods. The offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Further, the County reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to complete the work or supply the goods.

O. Changes to the Contract:

Changes can be made to the contract in one of the following ways:

1. The Finance Department may order changes within the general scope of the contract at any time by written notice to the Auditor. Changes within the scope of the contract may include, but are not limited to the method of packing or shipment or the place of delivery or installation. The Auditor shall comply with the notice upon receipt. The Auditor shall be compensated for any additional costs incurred as the result of such order and shall give the Finance Department a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing;

b. By agreeing on a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units and the Auditor accounts for the number of units of work performed, subject to the Finance Department's right to audit the Auditor's records and/or to determine the correct number of units independently;

c. By ordering the Auditor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Auditor shall present the Finance Department with all invoices or other records of expenses incurred and savings realized. The Finance Department shall have the right to audit the records of the Auditor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Finance Department within thirty (30) days from the date of receipt of the written order from the Finance Department.

P. Payment Terms:

All approved invoices will be paid within forty-five days of receipt.

Q. Default:

In the case of failure to deliver goods or services in accordance with the contract terms and conditions, Surry County, after due oral or written notice, may procure them from other sources and hold the Auditor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to and cumulative with any other remedies the County may have under federal, state and local law.

R. Evaluation and Award

Proposals will be evaluated as provided in Section 2.2-4301, paragraph 3.a in the Virginia Public Procurement Act and as provided below:

A. An Evaluation Committee shall be formed to review all submittals.

B. Each submittal will be reviewed according to the following criteria:

1. Qualifications of the firm and key personnel;

2. Specific approach to the completion of the project;

3. References;

4. Estimated workloads during the life of the project.

C. Following the review of the written proposals, the Evaluation Committee may engage in individual discussions with two or more offerors deemed fully qualified and best suited among those submitting proposals. If the committee chooses to conduct informal interviews, they will be conducted the week of February 20, 2012 with each of the offerors selected. After negotiations have been conducted with each selected offeror, the Evaluation Committee shall select the offeror which, in its opinion, has made the best proposal and recommend that the Surry County Board of Supervisors award the contract to that offeror.

D. At the conclusion of the negotiations, we hope to ask the Board to award the contract on Thursday, March 1, 2012 at 7:00 PM. If that date gets extended to April 5<sup>th</sup>, all offerors submitting a proposal will be notified via email.

**ATTACHMENT A  
CONTRACTOR DATA SHEET**

TO BE COMPLETED AND RETURNED BY THE CONTRACTOR

*FAILURE TO FURNISH THIS DATA MAY RESULT IN DECLARING YOUR QUOTE NONRESPONSIVE*

1. **QUALIFICATION OF CONTRACTOR:** The Contractor certifies that they have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. **TYPE OF ORGANIZATION:** (check one)     Individual     Sole Proprietor  
 Partnership     Corporation     Government     Other
3. **YEARS IN BUSINESS:** Indicate the length of time in business providing this type of equipment and service: \_\_\_\_\_ years. Type of business: \_\_\_\_\_.
4. **CONFLICT OF INTEREST DISCLOSURE STATEMENT:** Does any officer or employee of Surry County, Virginia, or member of their immediate family, have a personal interest in this contract? **YES / NO**

*Personal interest shall exist by reason of (I) ownership of more than three percent (3%) of the total equity of the business; (II) annual income that exceeds, or may reasonably be anticipated to exceed \$10,000 from ownership in real or personal property in a business; (III) salary, other compensation, fringe benefits, or benefits from the use of property, or any combination thereof, paid or provided by a business that exceeds, or may reasonably be anticipated to exceed, \$10,000 annually; (IV) ownership of real or personal property if the interest exceeds \$10,000 in value and excluding ownership in a business, income, or salary, other compensation, fringe benefits or benefits from the use of property; or (V) personal liability incurred or assumed on behalf of a business if the liability exceeds three percent (3%) of the asset value of the business.*

5. **CERTIFICATION:** The Contractor certifies by their signature below that the information provided is true, correct and complete.

Contractor's Name:	By (Signature in Ink):
Complete Address:	Name (please print) and Title:
	Date:
City/State/Zip:	Federal Identification Number:
Telephone Number:	Facsimile Number: