

**Town of Blackstone**  
**Request for Proposal- Auditing Services**

The Town of Blackstone is soliciting proposals for the services of a qualified independent certified public accountant to perform financial and compliance audits for the Town of Blackstone. Audits will be for the fiscal year beginning July 1, 2023 and ending June 30, 2025 with the option to renew for four additional one-year periods.

To receive consideration your proposal with original signature along with five (5) copies must be received in the Blackstone Town Manager's Office no later than **3 pm on Friday, November 18, 2022**. Submittals may be delivered or mailed to arrive by the specified closing time to:

Town of Blackstone  
Proposal for Audit Services  
100 W. Elm Street  
Blackstone, VA 23824

The Town of Blackstone does not discriminate against small and minority businesses or faith-based organizations.

Requests for the specifications for the Request for Proposal and any questions or comments concerning this Request for Proposal should be directed to:

Jennifer L. Hardy, Finance Director  
Town of Blackstone  
100 W. Elm Street  
Blackstone, VA 23824  
434-292-7251

# TOWN OF BLACKSTONE, VIRGINIA

## Request for Proposals For Audit Services



**Issue Date:** October 19, 2022

**Due Date and Time:** November 18, 2022 @ 3:pm

**Send Proposals To:** Town of Blackstone  
Attn: Jennifer Hardy, Finance Director  
100 W. Elm Street  
Blackstone, VA 23824

**All inquiries:** Jennifer Hardy, Finance Director  
TEL: (434) 292-7251  
FAX: (434) 292-6560  
[e-mail: jenniferhardy@townofblackstoneva.com](mailto:jenniferhardy@townofblackstoneva.com)



# TOWN OF BLACKSTONE, VIRGINIA

## REQUEST FOR PROPOSALS

### Audit Services

The Town of Blackstone, Virginia will accept proposals until **Friday, November 18, 2022 @ 3:pm.**, from qualified firms to provide auditing services as may be required for Fiscal Years ending June 30, 2023 through June 30, 2025 with the option to renew for four (4) additional one-year terms. The Financial Report for FY2021 and the Budget for FY2022 and FY2023 are available upon request.

Submittals, with one (1) original and five (5) copies, clearly marked "**Proposal for Audit Services**" may be delivered or mailed to arrive by the specified closing time to:

**Town of Blackstone**  
ATTN: Jennifer L. Hardy, Finance Director  
100 W. Elm Street  
Blackstone, VA 23824

Proposals by telephone, facsimile or e-mail will not be accepted. Any proposal received after 3 p.m. on the date specified hereinabove, whether by mail or otherwise, will be returned unopened. Please note that overnight courier services may not guarantee delivery to the Town of Blackstone by 3:00 p.m. and plan accordingly.

Nothing contained herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are hereby invited and encouraged to submit proposals.

Proposals should be a complete and effective response to the solicitation without unnecessary elaboration. The Town prefers to receive proposals that communicate the offeror's response without extraneous artwork, expensive materials, and specialized binding. Offerors are asked to provide no more than one copy of information (corporate brochures, etc.) that is not specifically requested by the solicitation.

Selection will be by competitive negotiation, as defined in the Virginia Public Procurement Act. The Town of Blackstone reserves the right to reject any or all proposals submitted.

A complete copy of the Request for Proposal is available from the Town's website at [www.townofblackstoneva.com](http://www.townofblackstoneva.com) or may be requested by contacting the Town of Blackstone's Town Manager's Office at (434) 292-7251.



## **TOWN OF BLACKSTONE, VIRGINIA REQUEST FOR PROPOSALS Audit Services**

### **1.0 PURPOSE**

The intent of this Request for Proposal and resulting contract is to obtain proposals from qualified independent certified public accountants or firms to provide auditing services for the Town of Blackstone for the fiscal years ending June 30, 2023 through June 30, 2025 with the option to renew for four (4) additional one-year terms. Respondents to this Request for Proposal should have extensive experience, a knowledgeable background, and qualifications in the following areas:

- Generally accepted government 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 Commonwealth of Virginia Auditor of Public Accounts' *Specifications for Audits of Counties, Cities and Towns*.
- Any other applicable standards.

The Auditor or firm must represent the following:

- 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;
- That the Auditor and/or firm is licensed by the Commonwealth of Virginia to perform the audits;
- 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;
- 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 Town of Blackstone of the need to extend the retention period; and
- 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.

## **2.0 SCOPE OF WORK TO BE PERFORMED**

### **A. Financial Statements**

The Auditor shall audit all funds and account groups of the Local Government in accordance with generally accepted auditing standards; the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States; the provisions of the OMB Circular A-128 Audits of State and Local Governments; and the Specification for Audits of Counties, Cities and Towns.

The Audit shall result in the rendering of the auditor's opinion on the financial statements prepared by the Local Government. The auditor's opinion shall be unqualified unless the Auditor furnishes the Local Government, on a timely basis, the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.

### **B. Supplemental Schedules and Statistical Schedules**

The Auditor shall apply procedures and report on the supplementary schedules included in the Comprehensive Annual Financial Report (CAFR), including the statements of the treasurer's accountability, the legal debt margin, the analysis of funding progress for pension plans, and the schedule of federal assistance. The Auditor is not required to apply procedures and report on statistical tables included in the CAFR.

### **C. Internal Controls**

In connection with the audit of the financial statements, the Auditor shall consider, test and report on internal controls in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards, OMB Circular A-128, Audits of State and Local Governments, and the Specification for Audits of Counties, Cities and Towns.

### **D. Compliance Auditing**

In connection with the audit of the financial statements, the Auditor shall perform tests and report on compliance in accordance with Government Auditing Standards, OMB Circular A-128, Audits of State and Local Governments, and the Specifications for Audits of Counties, Cities and Towns.

### **E. Comparative Report Transmittal Forms**

The Auditor of Public Accounts requires all local governments to complete Comparative Report Transmittal Forms in accordance with the provision of the Uniform Financial Reporting Manual. The Auditor shall prepare the required forms, perform the agreed-upon procedures specified in the Uniform Financial Reporting Manual, and submit the forms to the Auditor of Public Accounts by November 30 following the end of the fiscal year.

## **3.0 MEETINGS AND REPORT PREPARATION**

### **A. Meetings**

The selected Auditor shall schedule conferences between the Auditor and representatives of the governing body of the Local Government before the preliminary work and at the end of the field work. The purpose of these meetings is to keep the governing body fully informed on the scope and progress of the audit.

### **B. Required Reports**

Based on the audit work performed, the Auditor shall include the following reports in the CAFR unless otherwise indicated:

- (1) An opinion on the fair presentation of the general purpose financial statements and the combining, individual fund, and individual account group financial statements in conformity with generally accepted accounting principles.
- (2) A report on the supplementary schedules described in Section II.B above. The auditor shall prepare a disclaimer of opinion related to the statistical schedules included in the CAFR.
- (3) A report on the internal control structure based on the Auditor's consideration of the internal control structure in accordance with Government Auditing Standards. The Auditor shall communicate all reportable conditions (as defined by the AICPA) found during the audit in the report on internal controls. Further, the Auditor shall identify any material weakness in the report. The Auditor shall report other weaknesses in internal controls not meeting the definition of a reportable condition in the report on internal controls.
- (4) A report on the internal control structure used in administering federal assistance programs. The Auditor shall communicate all reportable conditions (as defined by the AICPA) affecting federal assistance programs in the report on internal controls. Further, the Auditor shall identify any material weaknesses in the report. The Auditor shall report other weaknesses in internal controls not meeting the definition of a reportable condition in the report on internal controls.
- (5) A report on compliance based on the audit of the general purpose financial statements performed in accordance with Government Auditing Standards. This report includes, but is not limited to, compliance with state laws and regulations. The Auditor shall communicate all instances of noncompliance that could have a material effect on the general purpose financial statements in the report on compliance. The Auditor shall report all other instances of noncompliance in the report on compliance.
- (6) An opinion on compliance with specific requirements applicable to major federal assistance programs. The Auditor shall communicate all instances of noncompliance with the specific requirements for major federal assistance programs in the report on compliance or in the Schedule of Findings and Questioned Costs. If matters of noncompliance are disclosed in the Schedule of Findings and Questioned Costs, the Auditor shall reference the Schedule in the report on compliance.
- (7) An opinion on compliance with specific requirements applicable to major federal assistance programs. The Auditor shall communicate all instances of noncompliance with the specific requirements for major federal assistance programs in the report on compliance or in the Schedule of Findings and Questioned Costs. If matters of noncompliance are disclosed in the Schedule of Findings and Questioned Costs, the Auditor shall reference the Schedule in the report on compliance.

- (8) A report on compliance with the general requirements applicable to federal assistance programs. The Auditor shall communicate all instances of noncompliance with the general requirements in the report on compliance or in the Schedule of Findings and Questioned Costs. If matters of noncompliance are disclosed in the Schedule of Findings and Questioned Costs, the Auditor shall reference the Schedule in the report on compliance.
- (9) A report on compliance with the requirements applicable to nonmajor federal assistance programs if the Auditor selected nonmajor program transactions during the audit. The Auditor shall communicate all instances of noncompliance with the requirements governing nonmajor programs in the report on compliance or in the Schedule of Findings and Questioned Costs. If matters of noncompliance are disclosed in the Schedule of Findings and Questioned Costs, the Auditor shall reference the Schedule in the report on compliance.
- (10) A report disclosing the status of findings and recommendations from previous audits in accordance with Government Auditing Standards and the Specifications for Audits of Counties, Cities and Towns.
- (11) A report summarizing compliance matters tested in accordance with the Uniform Financial Reporting Manual.
- (12) A report on the application of agreed-upon procedures relative to the Comparative Report Transmittal Forms. This report shall be forwarded to the Local Government for submission with the forms to the Auditor of Public Accounts.
- (13) The Auditor shall make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the governing body of the Local Government.

C. Report Preparation and Presentation

The Auditor shall be responsible for report preparation, editing and printing. The Auditor shall furnish 25 copies of the final CAFR to the governing body not later than December 31 following the close of the accounting period.

The auditor shall present the Comprehensive Annual Financial Report to the local governing body at a public session as required by Section 15.2-2511 of the Code of Virginia.

- D. The Local Government may send its CAFR to the Government Finance Officers Association of the United States for review in its certificate of achievement program.

E. Submission of Reports to the APA

The Auditor shall submit three copies of the CAFR to the Auditor of Public Accounts by November 30 of each year in accordance with Section 15.2-2510 of the Code of Virginia.

F. Submission of Reports to Federal and State Agencies

The Auditor shall be responsible for submitting copies of the CAFR to appropriate state and federal agencies.

G. Submission of Transmittal Forms to the APA

The Auditor shall submit one copy of the comparative Report Transmittal Forms, including his report thereon, to the Auditor of Public Accounts by November 30 following the end of the fiscal year.

**4.0 ASSISTANCE TO BE PROVIDED TO THE AUDITOR**

A. Books of Account

The Local Government shall fully balance the books of account, reconcile subsidiary ledgers to control accounts, and reconcile all bank accounts no later than August 31 immediately following statement date.

B. Schedules

The staff of the Local Government shall prepare the following information of forms acceptable to the Auditor:

- (1) A final trial balance of each fund;
- (2) A final trial balance of each subsidiary ledger;
- (3) A schedule of federal program revenues, expenditures and beginning and ending balances by program;
- (4) A copy of the final budget presented to the board for the audit period, the original budget ordinance for the audit period, and all amendments to the budget ordinance;
- (5) A copy of project ordinances and amendments thereto for all projects beginning during the period or not fully completed prior to the period;
- (6) A schedule of insurance in force during the year and of insurance expense for the year;
- (7) A schedule of investments held by all funds at the statement date showing both book value and estimated market value at the statement date;
- (8) A schedule of capital outlays during the period;
- (9) A schedule of capital asset dispositions during the period;
- (10) A schedule of accounts payable at the statement date;
- (11) Reconciliation of the final quarter's fringe benefit tax returns;
- (12) Copies of contracts with governmental grantor or grantee agencies;
- (13) Copies of other contracts in force at statement date of a material account;
- (14) Such reasonable additional schedules as may be requested for financial audits.

C. Other Assistance

The staff of the Local Government and responsible management shall be available during the audit to assist the firm by providing information and explanation.

## **5.0 PROPOSAL PREPARATION AND SUBMISSION**

### **A. Format of the Proposal**

Proposals should be as thorough and detailed as possible so that the Local Government may properly evaluate the Auditor's ability to provide the required services. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

### **B. Contents of the Proposal**

The Auditor is required to submit the following items as a complete proposal:

#### **(1) Title Page**

Show the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person and date.

#### **(2) Letter of Transmittal that includes the items listed below.**

(a) History of the firm, including number of years in business and size of firm.

(b) A statement by the prospective Auditor of his or her understanding of the work to be performed with descriptions of the audit approach and illustrations of the procedures to be employed.

(c) The approximate date the audit will begin (including preliminary field work) and end. Also, the approximate dates for delivery of the financial statements and Auditors' reports.

(d) Biographies, including experience, of the individuals who will be assigned to the engagement, relevant experience of each in auditing municipalities, and recent continuing professional education.

(e) Names, addresses and telephone numbers of persons who may be contacted for reference.

(f) A copy of the report on the firm's most recent peer review.

(g) A statement by the prospective Auditor that:

1. The firm is independent of the Town of Blackstone, as that term is defined in the Ethical Rules of the AICPA.

2. The firm and the partner assigned to the engagement are licensed to perform the audit as provided by applicable laws of the Commonwealth of Virginia.

3. The firm has met the peer review standards of the AICPA and Government Auditing Standards.

4. The firm will provide adequate supervision on a day-to-day basis.
5. Staff assigned to the audit have met the continuing education requirements required by Government Auditing Standards, issued by the Comptroller General of the United States.
6. The firm is organized or authorized to transact business in the Commonwealth of Virginia as shown by an identification number issued by the State Corporation Commission. Any firm not authorized to transact business in the Commonwealth as a foreign entity shall state why such authorization is not required under applicable law.

C. Right to Reject Proposals

Proposals shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all requested information may result in the rejection of the proposal.

D. Deadline for Submission

To be considered for selection, the Auditor shall submit a complete response to the Request for Proposal.

One (1) original and five (5) copies of each proposal shall be submitted to the Local Government. Copies of the proposal shall be forwarded to Jennifer L. Hardy, Finance Director, Town of Blackstone, 100 W. Elm Street, Blackstone, VA 23824 no later than 3:00 PM on November 18, 2022. The proposal should clearly be marked "Proposal - Audit Services."

E. Inquiries

Inquiries concerning the request 100 W. Elm Street, Blackstone, VA 23824, 434-292-7251, [jenniferhardy@townofblackstoneva.com](mailto:jenniferhardy@townofblackstoneva.com).

## 6.0 **EVALUATION, SELECTION, AND AWARD CRITERIA**

A. Evaluation Criteria

The Auditor is asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the Town may properly evaluate the prospective Auditor's ability to provide the required services.

Selection of the successful Auditor will be based upon submission of proposals meeting the selection criteria, and the minimum selection criteria will include:

- (1) The specific plans or methodology to be used in performing the audit (i.e., the audit approach). **(20 points)**
- (2) The skill, experience and training of the specified persons who will be performing the services requested. **(20 points)**
- (3) The prior experience and reputation of the Auditor in auditing Local Governments

similar to the Local Government. To be considered, the Auditor must have audited at least two Virginia cities or counties in the previous fiscal year and had their audits approved by the Auditor of Public Accounts. **(25 points)**

- (4) References from other local governments or clients. **(10 points)**
- (5) Ability to complete the audit and submit the financial statements and Auditor's reports to the Auditor of Public Accounts by the required deadline. **(25 points)**

**TOTAL: 100 points**

**B. Selection Process**

Selection shall be made of two or more Auditors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals. Discussions shall be conducted with such Auditors in which they will be encouraged to elaborate on their qualifications and expertise pertinent to the proposed project. The discussions may include nonbinding estimates of the cost for the required services. At the conclusion of discussions outlined above, on the basis of responses and information gathered in the selection process to this point, the Local Government shall select in order of preference two or more Auditors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Local Government can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the governing body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second and so on until a contract can be negotiated at a fair and reasonable price.

**C. Schedule**

The following are the dates for each step of this procurement:

- (1) Request for Proposal (RFP) distributed: October 19, 2022
- (2) Deadline for receipt of proposals: November 18, 2022 @ 3:pm
- (3) Evaluation of proposals: December 2022
- (4) Interview of firms/negotiation of contract: January 2023
- (5) Award of contract by the Town of Blackstone Town Council: February 27, 2023

**7.0 PAYMENT TERMS**

Interim billing during the performance of the contract shall not exceed 80% of the total fee. Final payment will be issued upon approval of the report by the Governing Board and the Auditor of Public Accounts.

Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than is necessary under ordinary circumstances, the Auditor shall inform the Governing Body in

writing of the need for such additional investigation and the additional compensation to complete the investigation.

## **8.0 GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

- A. **SUBMISSION OF PROPOSAL:** Failure to submit a proposal in accordance with the requirements set forth in this solicitation is cause for rejection of the proposal. However, the Local Government reserves the right to waive informalities.
- B. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the terms contained in this Request, the prospective offeror should contact the individual named in section (V)(E), no later than five working days before the deadline for receipt of proposals. Any revision to the solicitation will be made only by addendum by the Local Government.
- C. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract 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 Auditor shall comply with applicable federal, state, and local laws and regulations.
- D. **EMPLOYMENT DISCRIMINATION PROHIBITED:** By submitting their proposals each Auditor certifies that they will conform to the provision of the Federal Civil Rights Act of 1964, as amended, the Virginians With Disabilities Act (Section 51.5 of the Code of Virginia, et seq.), and the Americans with Disabilities Act. The Auditor also agrees that during the performance of the contract that:
  - (1) The Auditor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, sexual orientation, or disability except where religion, sex or national origin is a bona fide occupational qualification reasonable and necessary to the normal operation of the Auditor. The Auditor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (2) The Auditor, in all solicitations or advertisements for employees placed by or on behalf of the Auditor, shall state that the Auditor is an equal opportunity employer.
  - (3) Notices, advertisements and solicitations placed in accordance with federal laws, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - (4) The Auditor shall include the provision of items (1), (2), and (3) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- E. **DRUG-FREE WORKPLACE.** During the performance of the contract awarded pursuant to this solicitation, the Auditor agrees to:
  - (1) Provide a drug-free workplace for Auditor's employees.
  - (2) 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 Auditor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- (3) State in all solicitations or advertisements for employees placed by or on behalf of the Auditor that the Auditor maintains a drug-free workplace.
- (4) 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 purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

- F. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED (SWAM) BUSINESSES:** The Local Government welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the Town. The Local Government actively solicits small businesses, women-owned, and minority-owned (SWAM) businesses to respond to all Requests for Proposals. All solicitations are posted on the Local Government's website at [Forms & Applications/ Jobs-Bids](#) and may be viewed under the Current RFPs and Bids section on the homepage.
- G. **NONDISCRIMINATION:** In the solicitation and awarding of contracts, the Local Government does not discriminate against offerors on the basis of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or faith-based organizations.
- H. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, each Auditor certifies that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid or 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.
- I. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, each Auditor certifies 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.
- J. **COMPLIANCE WITH STATE LAW.** During the performance of the contract awarded as a result of this solicitation, an Auditor that is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity unless otherwise provided by law.

- K. **QUALIFICATIONS OF OFFERORS:** The Local Government may make such reasonable investigations as they deem proper and necessary to determine the ability of the firm proposing to perform the work. The Local Government reserves the right to reject any proposal if the evidence submitted by the firm, or investigations of the firm, fail to satisfy the Local Government that the firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- L. **CHANGES TO THE CONTRACT:** Subject to Section 2.2-4309 of the Code of Virginia, the Local Government may order changes within the general scope of the contract at any time by written notice to the Auditor. The Auditor shall be compensated for any additional costs incurred as a result of such order. Said compensation shall be determined by mutual agreement between the parties in writing.
- M. **DEFAULT:** In case of failure to deliver services in accordance with the contract terms and conditions, the Local Government, after written notice to the Auditor, 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 any other remedies that the Local Government may have.
- N. **INDEMNIFICATION:** The successful Auditor agrees to indemnify, defend, and hold harmless the Local Government, its officers, volunteers, agents, and employees from and against any and all claims, demands, defense costs, damages, suits, actions, liability or consequential damages of any kind or nature arising directly out of or in connection with negligent acts, errors or omissions in the performance of its professional services of the successful Auditor, including its agents, consultants and subcontractors, under the terms of the contract, excepting those which arise out of the negligence of the Local Government.
- O. **CANCELLING OR AMENDING A SOLICITATION:** The Local Government may cancel or withdraw a solicitation in whole or in part and reject any and all proposals at any time prior to an award. The Local Government also may amend the solicitation by the issuance of an addendum prior to the deadline set for receipt of response.
- P. **NOTICE OF AWARD:** Notice of contract award shall be posted the State's Procurement website (eVa) and on the Town's website [www.townofblackstoneva.com](http://www.townofblackstoneva.com).

**9.0 SPECIAL TERMS AND CONDITIONS**

- A. **AVAILABILITY OF FUNDS:** The Local Government shall be bound hereunder only to the extent of the funds available and appropriated or which may hereafter become available for the purpose of this agreement.
- B. **CANCELLATION OF CONTRACT:** The Local Government reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Auditor. Any contract cancellation notice shall not relieve the Auditor of the obligation to complete an audit commenced before the effective date of the cancellation.
- C. **RENEWAL OF CONTRACT:** This contract may be renewed by the Local Government upon written agreement with the Auditor for up to three (3) successive one-year periods with the same terms as the contract awarded as a result of this solicitation.

- D. **FILING REQUIREMENTS:** The audit contract awarded as a result of this solicitation will be filed with the Auditor of Public Accounts, Commonwealth of Virginia.
- E. **RETENTION OF WORKING PAPERS:** The Auditor hereby agrees to retain all books, records and other working papers relative to this contract for five (5) years after final payment. The Local Government, its authorized agents, and/or state and federal auditors shall have full access to and the right to examine any of said materials during said period.
- F. **SUBCONTRACTS:** No portion of this work shall be subcontracted without prior written consent of the Local Government. In the event that the Auditor desires to subcontract any portion of the services specified in the contract, the Auditor shall furnish the names, qualifications, and experience of the proposed subcontractors. The Auditor shall, however, remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of the contract.
- G. **INSURANCE REQUIREMENTS:** The successful Auditor shall maintain insurance to protect itself and the Local Government from claims under the Workers' Compensation Act and from any other claim for damages for personal injury, including death, and for damages to property which may arise from services under this contract, whether such service be by the Auditor or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the following insurance specifications:
- (1) Products, Completed Operations: \$2,000,000 aggregate
  - (2) Automobile Insurance: \$1,000,000 combined single limit
  - (3) Workers' Compensation: Virginia Statutory Requirements